

**Kyrene Elementary School District No. 28 of Maricopa County**  
On behalf of Kyrene Employee Benefits Trust  
**Request for Proposal**

**Request for Proposal Number: K21-05-26**

**Material and/or Service: Dental PPO Network and Administration and Dental Prepaid Plan**

**RFP Due Date: January 5, 2021 Time: 11:00 a.m. (Arizona Time)**

**RFP Opening Location: Kyrene Elementary School District No. 28  
Purchasing Department  
8700 South Kyrene Road  
Tempe, AZ 85284**

In accordance with the School District Procurement Rules in the Arizona Administrative Code (A.C.C.) promulgated by the State Board of Education pursuant to A.R.S. §15-213, competitive sealed proposals for the materials or services specified will be received by the Kyrene Elementary School District No. 28 of Maricopa County, at the above specified location, until the time and date cited. Proposals received by the correct time and date will be opened and the name of each offeror will be publicly read.

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. Late proposals shall not be considered.

Proposals must be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten. Additional instructions for preparing a proposal are provided herein.

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

Contact: Michelle Sorace  
Title: Buyer  
Email: msorace@kyrene.org

Phone Number: (480) 541-1363  
Fax Number: (480) 541-1837  
Date: November 9, 2020

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### **DOCUMENTS REFERENCED:**

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

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

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

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

<https://azsbe.az.gov/rules>

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

**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.

Arizona Transaction (Sales) Privilege Tax License No.:

\_\_\_\_\_

Federal Employer Identification No. \_\_\_\_\_

\_\_\_\_\_

Tax Rate: \_\_\_\_\_ %

\_\_\_\_\_ Company Name

\_\_\_\_\_ Address

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

For clarification of this offer, contact:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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 offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror 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 offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The offeror 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 District is prohibited from purchasing from a company that is in violation of the Export Administration Act.
6. In accordance with A.R.S. §§15-512, the offeror shall comply with fingerprinting requirements as identified in Uniform Instructions.

**ACCEPTANCE OF OFFER**

The offer 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 Offer as accepted by the Kyrene Elementary School District No. 28 of Maricopa County/public entity.

**This contract shall henceforth be referred to as Contract No. K21-05-26, PPO Dental Network and Administration and Prepaid Dental**

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

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

## **UNIFORM INSTRUCTIONS TO OFFERORS**

### **1. Definition of Terms**

As used in these instructions, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (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. **“Contractor”** means any person who has a contract with the School District/public entity.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. **“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.
- H. **“Offer”** means bid, solicitation or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“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.
- K. **“Solicitation”** means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
- L. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. **“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.
- N. **“School District/Public Entity”** means the School District/public entity that executes the Contract.

### **2. Inquiries**

- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside

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of the envelope containing that inquires since it may then be identified as an Offer and not be opened until after the Offer due date and time.

- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. 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 shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 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: An Offer 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. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.
  - 1. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
  - 2. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the solicitation evaluation based on the 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 Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.

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- G. Solicitation Amendments Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be signed with an original signature by the person signing the Offer and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Offer.
- H. Federal Excise Tax. School Districts/public entities are exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable taxes. Offerors shall indicate taxes as a separate item in the Offer. If Arizona resident Offers do not indicate taxes on a separate item in the Proposal, the District 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.
- K. Disclosure. If the firm, business, or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
  - 1. Amendments
  - 2. Special Terms and Conditions;
  - 3. Uniform General Terms and Conditions;
  - 4. Statement or Scope of Work;
  - 5. Specifications;
  - 6. Attachments;
  - 7. Exhibits;
  - 8. Special Instructions to Offerors; and
  - 9. 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 Offer**

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District/public entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District/public entity. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The School District/public entity shall make a determination on

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whether the stamped information is confidential pursuant to the Arizona School District/public entity's Procurement Code.

- D. **Non-collusion, Employment, and Services.** By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that
1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and
  2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
  3. By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from 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; 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. Evaluation**

- 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 offer.
- C. **Late Offers.** An Offer submitted after the exact Offer due date and exact time shall be rejected, except under the circumstances set forth in R7-2-1044.
- D. **Disqualification.** The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. **Proposal Acceptance Period.** An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.
- 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 Offers or portions thereof; or
  3. Cancel a Solicitation.

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### **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 or alternatives, by a group of line items or alternatives, 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" Offers shall be rejected.
- B. Contract Commencement. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by the school district's Governing Board, and the District representative signature on the Offer and Acceptance Form. Offerors will be so notified in writing by the School District.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for each participating School District will be contingent upon the approval of its Governing Board, if applicable.

### **7. Protests**

- A. A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative. A protest of a Solicitation shall be received by the Chief Financial Officer, before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest.
  - A. Protest shall include:
    - 1. The name, addresses, and telephone number of the protester;
    - 2. The signature of the protester or its representative;
    - 3. Identification of the purchasing agency and the Solicitation or Contract number;
    - 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
    - 5. The form of relief requested.
  - B. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.
  - C. In cases other than those covered in section B of this section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public instruction.
  - D. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.



1. **Definition of Terms**

As used in this Solicitation and any resulting Contract, 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. **“Contractor”** means any person who has a Contract with the School District/public entity.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. **“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.
- H. **“Offer”** means bid, solicitation or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized by the school district/public entity to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- K. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposal (RFP), or a Request for Quotations (RFQ).
- L. **“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.
- M. **“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.
- N. **“School District/Public Entity”** means the School District or public entity that executes the Contract.

2. **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 Parel 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.

**3. 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 by the District 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 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. Notices to the Contractor required by this Contract shall be made by the School District/public entity to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/public entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/public entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/public entity.

**4. Costs and Payments**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/public entity within thirty (30) days. *The Purchase Order number must be referenced on the invoice.*
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.

C. Applicable Taxes.

1. Payment of Taxes by the School District/Public Entity. The School District/public entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
2. State and Local Transaction Privilege Taxes. The School District/public entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/public entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/public entity.

D. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the 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.

5. **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 unless otherwise permitted by the Special Terms and Conditions. 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/public entity shall not unreasonably withhold approval.

6. **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, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

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.

7. **Warranties**

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/public entity of the materials or services, they shall be:
  1. 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.
- D. Fitness. The Contractor warrants that any material or service supplied to the School District/public entity shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- E. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials or services by the School District/public entity.

- F. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability or fitness.
  - G. 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 license and permit requirements.
  - H. Survival of Rights and Obligations after Contract Expiration or Termination.
    - 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/public entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
    - 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the school district/public entity including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 8. 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 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. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/public entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
  - E. Right 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 Terms and Conditions.

9. **Contract Termination**

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District/public entity may, by written notice, terminate this Contract, in whole or in part, if the School District/public entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/public entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/public entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District/public entity may, by written notice to the Contractor, immediately terminate this Contract if the school District/public entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The 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.
- E. Termination for Default.
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/public entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
  2. Upon termination under this paragraph, all goods, materials, 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 on demand.
  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 in procuring materials or services in substitution for those due from the Contractor.
- F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**10. Contractor's Employment Eligibility**

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

**11. Terrorism County Divestments**

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

**12. Fingerprint Requirements**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

**13. 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 District 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.

**14. 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 as required by A.R.S. § 39-121, 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.

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

## **SPECIAL TERMS AND CONDITIONS**

1. **PURPOSE:** Pursuant to provisions of the School District Procurement Rules, the Kyrene School District, on behalf of Kyrene Employee Benefit Trust (KEBT), intends to establish a contract(s) for PPO Dental Network and Administration and Prepaid Dental for Kyrene School District employees.
2. **AUTHORITY:** This solicitation as well as any resultant contract is issued under the authority of the Assistant Director of Business Services. No alteration on any resultant contract may be made without the express written approval of the Assistant Director of Business Services in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **CONTRACT TYPE:** Contract will be Fixed Price for the Term of the contract.
4. **OFFER ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the District requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
5. **INQUIRIES:** All questions related to this solicitation shall be in writing. Direct inquiries to the contact person listed on the cover of this document via mail, fax or email (preferred). Bidders shall not contact or ask question of the school or department for which this requirement is being procured. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. However, the Bidder shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed bid and may not be opened until after the official solicitation due time and date. All questions shall be responded to as soon as possible. Deadline for questions is November 16, 2020 to allow for sufficient time to communicate the answers before the solicitation due date.
6. **PROPOSAL OPENING:** Proposals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the District. The name of each offeror shall be read at this time. All offers and any modifications and other information received in response to the Request for Proposals shall be shown only to authorized District personnel having a legitimate interest in the evaluation. After contract award, the proposals and evaluation document shall be open for public inspection.
7. **RESPONSE FORMAT:** All proposal responses are to be in the same form as this Request for Proposal. Address each requirement in the same order as has been requested.
8. **PROPOSAL REQUIREMENTS:** One (1) original (marked ORIGINAL), one (1) copy (marked COPY), and one (1) electronic copy of the proposal shall be submitted on the forms and in the format as contained in the RFP. All proposals including copies shall contain all descriptive literature, specifications, samples (if requested), references, etc. An electronic copy will be accepted in the form of a USB Flash Drive ONLY contained in the SEALED package. Questionnaire and Excel pricing exhibits should be returned in their native format. DO NOT PDF. No emails will be accepted as part of the solicitation submittal.
9. **DISCUSSIONS:** In accordance with A.R.S. 41-2534, after the initial receipt of proposals, the District reserves the option to conduct discussions with those offerors who submit proposals determined by the District to be reasonably susceptible of being selected for award.
10. **BEST AND FINAL OFFERS:** If discussions are conducted pursuant to R7-2-1047, the District shall issue a written request for best and final offers. If offerors do not submit a notice of withdrawal or a best and final offer, the immediate previous offer will be construed as the best and final offer.
11. **TERM OF CONTRACT:** The term of any resultant contract shall commence on July 1, 2021 and shall continue through June 30, 2022 unless terminated, canceled or extended as otherwise provided herein.
12. **CONTRACT EXTENSION:** By mutual written contract amendment, any resultant contract may be extended for successive periods of one (1) school year per extension up to a maximum of four (4) school years.



**Kyrene Elementary School District No. 28 of Maricopa County RFP # K21-05-26**

13. **EVALUATION:** In accordance with the School District Procurement Rules, competitive sealed proposals, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the District based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance. The proposals will be ranked from the one most likely to the one least likely to meet the requirements listed in the RFP. If several proposals are closely ranked, the District may arrange for oral interviews to assist in making the decision.
- A. Responsiveness of the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP
  - B. Cost – While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.
  - C. Past Performance
  - D. Qualifications of the offeror, financial and otherwise, to provide the District with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.
  - E. District’s assessment of the offeror’s abilities to meet and satisfy the needs of the District, taking into consideration additional services or expertise offered that exceed the requirements, or the vendor’s inability to meet some of the requirements of the specifications.
  - F. Information obtained by the District from offeror’s references or other clients. The District reserves the right to contact other clients of which they become aware, even if the information is not listed in the vendor’s response to the RFP
14. **RESPONSIBILITY OF BIDDERS:** The District will consider the following factors in determining if a bidder is responsible:
- A. The proposed contractor’s financial, material, personal and other resources, including subcontractors.
  - B. The proposed contractor’s record of performance and integrity.
  - C. Whether the proposed contractor is qualified legally to contract with the public entity.
  - D. Whether the proposed contractor supplied all necessary information concerning its responsibility.
  - E. Prior litigation history.
15. **MULTI-TERM CONTRACT:** A multi-term contract is being utilized for this procurement because such a contract will serve the best interest of the District by encouraging effective competition or otherwise promoting economics in the District procurement. The estimated requirements cover the period of the contract and are reasonable and continuing.
16. **PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
17. **QUANTITIES:** This solicitation references quantities (or number of employees) as a general indication of the needs of the District. However, the quantities shown are estimates only and the District reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities.
18. **SHIPPING TERMS:** For items needing to be shipped (pamphlets, enrollment forms), prices for such items shall be F.O.B. Destination to Kyrene School District, Warehouse, 8700 South Kyrene Road, Tempe, Arizona 85284-2197. Contractor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The District will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
19. **LICENSES:** Contractor shall maintain in current status all federal, state and local licenses and permits required by the operation of the business conducted by the contractor.

**Kyrene Elementary School District No. 28 of Maricopa County RFP # K21-05-26**

20. **REFERENCES:** Each proposing firm shall include a minimum of three (3) references for similar services provided to school districts and other public entities in Arizona, including contact names, addresses and telephone numbers.
21. **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 materials 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 as in any of the following:
- A. The contractor provides material that does not meet the specifications of the contract;
  - B. The contractor fails to adequately perform the services 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.
  - E. The District may resort to any single or combination of the following remedies:
  - F. Cancel any contract;
  - G. Reserve all rights or claims to damage for breach of any covenants of the contract;
  - H. 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.
  - I. 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:
    - 1. Deduction from an unpaid balance.
    - 2. Collection against the bid and/or performance bond; or
    - 3. Any combination of the above or any other remedies as provided by law.
22. **FEDERAL IMMIGRATION AND NATIONALITY ACT:** By submission of the offer, Offeror warrants that both they and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The District may, at its sole discretion require evidence of compliance during the evaluation process. Should the District request evidence of compliance, the Offeror shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

**SCOPE OF WORK/SPECIFICATIONS**

**Background**

The District currently provides employees with a choice between a Dental Preferred Provider Organization (DPPO) and prepaid dental program. The DPPO program has been self-funded through an Administrative Services Only (ASO) arrangement by Cigna Dental since July 1, 2016. The prepaid option has also been provided through a contract with Cigna Dental July 1, 2016. Employees may elect either option regardless of medical plan enrollment. A complete copy of the District’s PPO Plan Summary and Prepaid Schedule can be found with the Exhibits.

The Employee contributes 100% of premiums for both the PPO and Prepaid Plans.

The DPPO program is reimbursed based on the 90<sup>th</sup> percentile out of network.

It is preferred that you NOT bid a separate price for any start-up/one-time administrative fees, as your fees should incorporate such expenses. Additionally, it is preferred that there are no additional costs other than your proposed fee for the noted services. The District is looking for competitive quotes, a long-term relationship, and rate guarantees or rate caps.

For purposes of determining final rates, all proposals should be submitted net of commissions. USI Insurance Services provides health and welfare benefits consulting services to the District and has been retained to facilitate this request for proposals in addition to the proposal analysis and evaluations. USI Insurance Services is compensated through a consulting fee, therefore, all proposals should be submitted net of commissions.

**Rating**

	<b>PPO Administrative Fees</b>
	<b>7/1/16 – 6/30/2021</b>
ASO Fee (PEPM)	\$2.33
Network Access Fee	\$0.65

	<b>Dental Prepaid Plan</b>
	<b>7/1/16 – 6/30/2021</b>
Employee Only	\$9.69
Employee + Spouse	\$18.90
Employee + Child(ren)	\$20.35
Employee + Full Family	\$27.14

**Timeline**

Action	Due Date
RFP Released	November 9, 2020
Vendor Clarification Questions Due	November 16, 2020
Response to Questions Released	November 30, 2020
Intent to Propose Form Due	December 7, 2020
<b>Proposal Due</b>	<b>January 5, 2021 at 11:00 AM</b>
Request for Best and Final	Week of January 18, 2021
Vendor Award (pending Governing Board approval)	February 23, 2021
Effective Date	July 1, 2021

**Proposal Format**

The client requests that you limit your proposal responses and materials to only the information necessary to understand the services you are proposing. Additional marketing materials beyond those requested in this solicitation are discouraged.

Firms wishing to be considered in the selection process who provide confidential or proprietary information must indicate such information in the exhibit marked Confidential/Proprietary information. Every reasonable effort will be taken to protect confidential or proprietary information and the client will make the final determination. Requests to deem the entire proposal or Fee Exhibits as confidential will not be considered.

Vendors should submit One (1) original, one (1) copy, and one (1) electronic copy of the proposal.

Hard copy and electronic proposals should conform to the following format:

Section 1	Cover letter
Section 2	Fee Quotation Forms
Section 3	Questionnaire Responses
Section 4	Specimen Policy
Section 5	All Forms Contained in the Vendor Exhibit Section of this Document
Section 6	Miscellaneous (lengthy question responses, underwriting caveats, and any other materials necessary to understand the services you are proposing).

**Intent to Propose Email**

**EMAIL Due Date: December 7, 2020**

2375 E. Camelback Road, Ste. 250  
Phoenix, AZ 85016

EMAIL : [betty.whalley@usi.com](mailto:betty.whalley@usi.com) | [cristyna.wallace@usi.com](mailto:cristyna.wallace@usi.com)

**ATTN: Betty Whalley and Cristyna Wallace**

**RE: Request for Proposal (RFP)  
RFP# k21-05-26 PPO Dental Network and Administration and Prepaid Dental**

This is to advise that we are in receipt of the above referenced RFP. We also wish to advise that we will be quoting the following service:

<b>Services</b>	<b>Yes</b>	<b>No</b>	<b>Reason for Decline</b>
<b>PPO Dental Network and Administration</b>			
<b>Prepaid Dental</b>			

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name of Company**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Phone Number**

\_\_\_\_\_  
**E-Mail Address**

## **Questionnaires**

### **Questionnaire Instructions to Vendors:**

**\*\*\*DO NOT ALTER THE QUESTIONS OR QUESTION NUMBERING\*\*\*.**

- Provide answers to the questionnaires in MS Word format.
- **The questionnaire contains different types of formats: Yes or No (with and without narrative) and Narrative. For the Yes or No questions (without narrative), DO NOT provide narrative in your response, except to refer the reader to an appendix or location where additional information is provided, if necessary.**
- Provide an answer to each question even if the answer is “not applicable” or “unknown.”
- Answer the question as directly as possible.
  - If the questions asks, “How many...” provide a number
  - If the question asks, “Do you...” indicate Yes or No **first**, followed by your additional narrative explanation.
- Lengthy responses may be truncated when displayed...to avoid this, be concise in your response. Use bullet points as appropriate. Reconsider how to word any response that exceeds 200 words in length so that the response contains the most important points you want displayed. Refer the reader to an appendix/attachment for further information.
- Where you desire to provide additional information to assist the reader in more fully understanding a response, refer the reader of your RFP response to your appendix/attachments.
- Vendor will be held accountable for accuracy/validity of all answers.
- RFP responses will become part of the contract between the winning Vendor and The District.

**NOTE: Answers to the questions must be provided in hard copy and MS Word format on the Flash Drive.**

**DO NOT PDF or otherwise protect the Flash Drive.**

**Minimum Contract Requirements**

Indicate “Yes” or “No” as to your organization’s ability to meet the minimum requirements. **Failure to complete this form and include it with your response may result in elimination from consideration.**

A “YES” response shall result in the provision being adopted in the final contract. No deviations will be accepted for “YES” answers in this section.

	YES	NO
<b>1. Proposal, Interview, and Best and Final Responses Become Part of Contract:</b> Do you agree that your written response to this RFP, written information provided as part of an interview and written responses provided during a Best and Final negotiation become part of the contract between your organization and Kyrene Elementary School District?		
<b>2. Effective Date of Offer:</b> Bid terms are guaranteed for at least 180 days from the proposal due date.		
<b>3.</b> You agree that the Contract has a length of one (1) year with the option to renew for four (4) additional one-year periods.		
<b>4.</b> Rates/Fees are guaranteed for a minimum of 12 months.		
<b>5. Variance Provision:</b> Do you have any provisions relating to reevaluation of proposed rates due to variation in enrollment or other contingencies of the quote? Explain below.		
<b>6. Proper Licensure:</b> Do you agree to maintain proper licensure as required by any state law where it relates to the services that you will be performing for Kyrene Elementary School District?		
<b>7. Prior Notice of Major Operational Changes:</b> Do you agree to provide no less than 30 day notice to Kyrene Elementary School District for any changes involving the sale, merger, data breaches, layoffs, participating provider facility terminations, consolidation or outsourcing of services to foreign workers that will impact Kyrene Elementary School District?		
<b>8. Subcontracting:</b> Unless otherwise explained in this RFP, do you agree that you will disclose all subcontractor arrangements, and any additional fees associated with the subcontractor arrangements, that involve the services provided to Kyrene Elementary School District?		
<b>9. Mutual Indemnification:</b> Do you agree that the contract will contain a mutual indemnification/hold harmless provision?		
<b>10. HIPAA Compliance:</b> Vendor attests to meeting all applicable HIPAA EDI, Privacy, Security, and HITECH requirements and agrees to hold Kyrene Elementary School District harmless for breaches that are the result of the vendor’s actions. Further, you agree to perform all of the duties associated with breach notification and assume financial responsibilities for the breach notice and notify plan participants if there is a breach and you will pay for 24 months of identity theft repair and credit monitoring services for those plan participants impacted by the breach.		

**Kyrene Elementary School District No. 28 of Maricopa County RFP # K21-05-26**

	YES	NO
<p><b>11. Eligibility Rules and Uncertain Claimant Eligibility Situations:</b> The vendor agrees to the specified eligibility rules established by Kyrene Elementary School District. The vendor(s) must communicate directly with Kyrene Elementary School District regarding any uncertain claimant eligibility situations before notifying the claimant of ineligibility.</p>		
<p><b>12. Eligibility Rules and Procedures for Retroactive Termination and Reconciliation:</b> The vendor agrees to the specified eligibility rules established by Kyrene Elementary School District. Upon receipt of a retroactive termination, the vendor must review the applicable patient histories and initiate recovery efforts for any overpayments resulting from the late termination notice.</p>		
<p><b>13. No Member Communication Without Client Consent:</b> The vendor will not automatically enroll Kyrene Elementary School District in any programs that involve any type of communication with members, without express written consent from Kyrene Elementary School District.</p>		
<p><b>14. Claims and Appeals Regulations:</b> Do you agree that your systems, internal operations, correspondence, and services will be compliant with ERISA Claims and Appeals Regulations (as applicable) and Kyrene Elementary School District's plan document?</p>		
<p><b>15. Rights to Claims Data:</b> All member claim records are the sole property of Kyrene Elementary School District. Selling of Kyrene Elementary School District's data to outside entities must be disclosed and approved in writing in advance by Kyrene Elementary School District. All claims data obtained during the contract period and for up to seven years after the contract termination is the property of Kyrene Elementary School District and must be available upon request.</p>		
<p><b>16. On-Line Historical Data:</b> Maintain at least seven years of Kyrene Elementary School District's claims data (all fields indicated on the billing) and eligibility information at all times.</p>		
<p><b>17. Right to Audit:</b> Kyrene Elementary School District reserves the right to review and audit the health plan's files and financial accounting data to assure that claims subject to each proposed coverage are evaluated in accordance with the plan provisions. Additionally, the vendor agrees to allow for no less than one claim audit per year at no cost to Kyrene Elementary School District using the auditor of Kyrene Elementary School District's choice (so long as the auditor is not a competitor or involved in any legal proceedings with the vendor). The vendor will cooperate with any outside auditor Kyrene Elementary School District selects to perform the audit. This provision shall survive the termination of the agreement between the parties for a period of 3 years.</p>		
<p><b>18. Recoveries:</b> 100% of all validated recoveries made through the vendor, its subcontractors, or Kyrene Elementary School District audits will be credited to Kyrene Elementary School District's experience.</p>		



	YES	NO
<p><b>19. Maintenance, Ownership, and Transfer of Records:</b></p> <ul style="list-style-type: none"> <li>a) The vendor will be required to maintain all pertinent records for seven years. This is in conjunction with prudent business practice and (as applicable) ERISA provisions; and</li> <li>b) The vendor will be charged with the safekeeping of plan experience information; and</li> <li>c) In the event of contract termination, and related to contract termination, the vendor will be required to cooperate with Kyrene Elementary School District, or their representative, in the prompt, accurate, and orderly transfer of Kyrene Elementary School District's plan experience, claims and utilization information to Kyrene Elementary School District or its designated succeeding health plan/carrier at <b>no added fee</b>.</li> </ul>		
<p><b>20. Termination Provisions:</b> Kyrene Elementary School District may terminate the contract at any time after the first complete plan year without cause, by giving 60 days written notice. Kyrene Elementary School District can terminate with cause with 30 days' notice unless proper remedy is provided by the vendor. The vendor may only terminate for cause with proper legal minimum notice requirements.</p>		
<p><b>21. Renewal Notification:</b> The vendor must provide any rate changes in writing with full justification <b>by January 1 of the prior plan year for a July 1 effective date</b>. Additionally, the vendor must provide the following with each renewal package:</p> <ul style="list-style-type: none"> <li>a. Any contract language changes requested</li> <li>b. Specific justification of rate/fee changes</li> <li>c. Current enrollment by rate class</li> <li>d. Additional options for consideration</li> <li>e. All underwriting caveats</li> <li>f. Any proposed plan design or benefit changes</li> </ul>		
<p><b>22. Assignment or Transfer of Rights:</b> Do you agree that you will not assign or transfer the rights or obligations of the contract or any portion thereof, without the prior written approval of Kyrene Elementary School District?</p>		
<p><b>23. For insured proposals:</b> any changes in financial strength rating agencies (downgrades or upgrades) shall be disclosed to Kyrene Elementary School District within 30 days of the effective date of the change.</p>		
<p><b>24.</b> The successful vendor's proposal must contain provisions reserving these rights to Kyrene Elementary School District:</p> <p><b>25. No-Loss, No-Gain &amp; Waiver of Actively-at-Work:</b> Current participants in any of the District's sponsored health care plans will be provided coverage on a "no-loss, no-gain" basis. Any "actively-at-work" or non-confinement requirements will be waived on the effective date for all members or dependents participating in the plan immediately prior to the effective date of your contract with the District.</p>		
<p><b>26. Pended Claims:</b> Make available, upon request, reports regarding the number and nature of claims pended, if your organization is processing the claims.</p>		

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	YES	NO
<b>27. For Self-Funded ASO:</b> Confirm you will handle the first level of claim appeals, routing the second level to Kyrene Elementary School District for decision-making.		
<b>28. Commissions:</b> a) Is your proposal submitted net of commissions?		
b) If commissions are built into your rates and cannot be stripped out of them will you pay them to the District's consultant, USI Insurance Services?		

MINIMUM CONTRACTUAL REQUIREMENTS	
If you answered "No" to any of the questions above, please provide an explanation below:	
Requirement No.	Explanation

**General Information (All Proposers)**

GENERAL INFORMATION (ALL PROPOSERS)	VENDOR RESPONSE
1. Identify those individuals who would be responsible for the day-to-day service contact with this Client.	
2. If your company is awarded this business, how soon after notification of the award would you be able to have a draft of the:	
a. Master Policy?	
b. Certificate booklet?	

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GENERAL INFORMATION (ALL PROPOSERS)	VENDOR RESPONSE	
3. All sample forms and communication materials should be provided for approval to the Client in advance of distribution (ID cards, claim forms, enrollment forms, booklets, brochures, flyers, mailers, etc.). Do you agree to this requirement?		
4. Does your firm have the capability to provide communication pieces in Spanish and other languages? Please specify.		
5. What are the most recent ratings for your company by the following:  Standard and Poors  Duff and Phelps  A.M. Best  Moody's	<b>Rating</b>	<b>Date</b>
6. Is your company "affiliated" with another company? If so, describe the "affiliate relationship." "Affiliated" means owned by another company, owned by a common controlling shareholder or interest, or inter-tied by contract so as to be under the dominion or influence of another.		
7. If your firm is not a corporation, please advise who each of the partners, proprietors or other owners are and whether they have interest in any dental services provider firms.		
8. Is your firm involved in any current litigation against or from the Client? If yes, please describe.		
9. Have you been involved in litigation within the last five years arising out of your performance in the administration of a Group Dental plan? Exclude routine matters involving participants that do not reflect on your performance under the contract with your Client. If the answer is yes, explain fully.		
10. Do you anticipate any restructuring or reorganizing in the next two years? (Include any major staff relocations or office closings.)		
11. Do you understand that you are prohibited from using the IHI for any purpose other than as required by law and further agree to promptly destroy such data if you are NOT the successful bidder?		

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GENERAL INFORMATION (ALL PROPOSERS)	VENDOR RESPONSE
12. What is the minimum amount of implementation lead-time needed to initiate the proposed services?	
13. List any transition issues the Client should consider.	
14. List any specific administrative procedures or information your firm will need from the Client in order to implement your services?	
15. Identify any services under any subsequent contract that may be awarded as part of this RFP that are currently or planned to be performed outside the borders of the United States.	
16. Do you agree to provide the Client a clear path (representative phone number or email, etc.) for employees to register complaints?	

**Customer Service Operations Dental**

CUSTOMER SERVICE OPERATIONS DENTAL	VENDOR RESPONSE (If your response differs by type (PPO/Prepaid) of coverage you are proposing, provide your response for each line)
1. Will there be a designated team of customer service representatives for the Client?	
2. Will you provide a toll-free customer service number for claim and benefit inquiries?	
3. Are questions regarding provider billing, benefits, or member grievances covered by the same phone number? If not, please explain.	
4. What hours and days are live customer service representatives available (indicate using AZ time)?	
5. Are your customer service representatives located in the continental US?	
6. What alternative services do you provide? (i.e., Assistance for the hearing impaired, 24-hour toll-free automated benefits and eligibility, bilingual option, customer service accessible via the internet, etc.).	
7. Please provide the following statistics for 2018 to 2020.	

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<p><b>CUSTOMER SERVICE OPERATIONS DENTAL</b></p>	<p><b>VENDOR RESPONSE</b> (If your response differs by type (PPO/Prepaid) of coverage you are proposing, provide your response for each line)</p>
<p>Average speed to answer: ___% within 30 seconds</p> <p>Busy rate: ___ seconds</p> <p>Abandonment Rate : ___%</p>	
<p>8. Please confirm that you will be able to integrate with the District's enrollment system (Infinite Visions/iVisions).</p>	
<p>9. Are plan participants able to access a web portal for:</p> <ul style="list-style-type: none"> <li>a. Status of claims</li> <li>b. Benefit brochure</li> <li>c. ID cards</li> <li>d. Cost estimator of common services</li> <li>e. Cost of services by a specific provider</li> <li>f. Network Provider Quality</li> <li>g. Deductible/benefit maximum accumulator</li> </ul>	
<p>10. Can the Client and their designated Consultant access eligibility and reporting through a secure website?</p>	
<p>11. What kind of reports can the Client retrieve online?</p>	
<p>12. What other kinds of information can the Client obtain through your website?</p>	
<p>13. Please provide a temporary login/password so the Client can evaluate your tools.</p>	
<p>14. What methods does your organization use to measure customer satisfaction?</p>	
<p>15. Provide a copy of your most recent customer satisfaction survey statistics.</p>	
<p>16. How do your providers recognize a patient as a participant in your program – voucher, ID card, electronic connection to your eligibility database, etc.? Please explain.</p>	

**Dental Network (PPO / Prepaid)**

DENTAL NETWORK (PPO/PREPAID)	VENDOR RESPONSE (If your response differs by type (PPO/DHMO) of coverage you are proposing, provide your response for each line)
1. Do you wholly own and operate the network you are proposing for the District?	
2. Indicate the marketing name of the network you are proposing.	
<p>3. Please provide Geo Access reports the following access standards:</p> <p><u>Provide results for the specific population enrolled in each product DPPO (462 employees) vs Prepaid (614 employees) AND additionally base on the entire population (1,783 employees).</u></p> <p><b>Your results must be based on those employees on the census that would be eligible to elect dental benefits based on the population parameters above.</b></p> <p>Reports should reflect city, state, zip code, and number of <b>unique</b> dental providers by zip, number of employees with desired access (as defined below) for each category AND <b>locations (Zip Code and County) where access standards are not met</b> including the number of employees without desired access.</p> <p>a. <b>General Dentists:</b></p> <p>Access criteria: 2 providers within 10 miles of home zip code</p>	
<p>b. <b>Specialists (excluding orthodontists):</b></p> <p>Access criteria: 2 providers within 10 miles of home zip code</p>	
<p>c. <b>Orthodontists:</b></p> <p>Access criteria: 2 providers within 15 miles of home zip code</p>	

<p><b>DENTAL NETWORK (PPO/PREPAID)</b></p>	<p><b>VENDOR RESPONSE</b>                      (If your response differs by type (PPO/DHMO) of coverage you are proposing, provide your response for each line)</p>
<p>4. Have you provided electronic copies of your proposed PPO and Prepaid Maricopa County network providers in Microsoft <b>Excel</b> format? Fields should include the following:</p> <ul style="list-style-type: none"> <li>• Provider last name (<b>Please do not put generation indicator i.e. Jr. III...or designation such as DDS or DMD in this field</b>)</li> <li>• Provider first name (<b>Please do not combine first and last names in the same field</b>)</li> <li>• NPI</li> <li>• Street address (Only include physical locations not billing addresses such as P.O. Box)</li> <li>• City</li> <li>• State</li> <li>• 5-digit zip code (Some zips start with 0. Please don't use number format which deletes the 0)</li> <li>• Type of provider (DDS, DMD, etc.)</li> </ul>	
<p>5. Did you complete the PPO provider counts in the Excel Financial workbook?</p>	
<p>6. Provide the number of network providers that were terminated in the District's service area during the past 12 months:</p> <p>a. By your organization:</p> <p>b. By the provider:</p>	
<p>7. What changes do you anticipate to your network over the next two years?</p>	
<p>8. Did you complete the PPO disruption in the Excel Financial workbook?</p>	
<p>9. How does your organization measure the quality of care provided by the providers in your network?</p>	
<p>10. How many complaints per 1,000 visits do you receive on your network providers?</p>	
<p>11. Do any network providers include night or weekend hours?</p>	

<b>DENTAL NETWORK (PPO/PREPAID)</b>	<b>VENDOR RESPONSE</b> (If your response differs by type (PPO/DHMO) of coverage you are proposing, provide your response for each line)
12. In the past 12 months and for the District's service area, what were the average number of days between a request for non-emergency appointment and the actual visit for the network you are proposing?	
13. Do network providers pay a membership fee to your organization?	

**Dental PPO Benefit Administration**

<b>DENTAL PPO BENEFIT ADMINISTRATION</b>	<b>VENDOR RESPONSE</b>
1. a. Does your proposed plan include any exclusions or limitations that are more restrictive than the current plan?  b. Does your proposed plan include any services that are paid in a different benefit class than the existing plan design?  c. Does your proposal include any pre-existing condition limitations?  d. If yes to 'a', 'b', or 'c' above, identify any differences in the Deviations Exhibit 4. Do not merely refer the reader to your proposal but specifically detail in the exhibit.	
2. Describe how treatment in progress (at initial takeover) will be covered. How will orthodontic claims be adjudicated? What portion of claim expenses will be honored?	
3. Describe how treatment in progress will be covered if your plan is terminated during an episode of treatment. What services (i.e., root canal, crowns, etc.) are covered and for what amounts?	
4. Describe any missing tooth limits your plan may have for new participants.	
5. Describe how you would handle a late entrant.	
6. Are medications covered under the dental plan?	
7. Are implants covered under the dental plan?	



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<b>DENTAL PPO BENEFIT ADMINISTRATION</b>	<b>VENDOR RESPONSE</b>
8. How does your plan handle a resin composite filling on teeth that traditionally would be treated with an amalgam?	
9. If benefits under the District's plan are exhausted or not covered, can members take advantage of your negotiated pricing? If not, please explain.	
10. How will your plan pay benefits for students who reside outside of the state?	
11. Describe how your pretreatment review system operates and the current turnaround time.	
12. Will you agree to permit annual open enrollment periods at which time no pre-existing condition limitations will apply to participants and their dependents transferring between plans?	
13. What additional benefits do you offer to pregnant women?	
14. What additional benefits do you offer for plan participants with diabetes?	
15. Does your plan allow nitrous oxide analgesia? If so, please indicate any additional costs.	
16. What types of sedatives do you cover and what are the coverage limitations?	
17. Do you cover temporary fillings?	
18. Do you cover Guided Tissue Regeneration?	
19. Up to what age do you cover fluoride treatments and how often?	
20. Up to what age do you cover sealants and how often?	
21. Did you complete the PPO procedures chart in the Excel Financial workbook Exhibit A5?	

**Dental PPO Claim Administration Services**

<b>DENTAL PPO CLAIM ADMINISTRATION SERVICES</b>	<b>VENDOR RESPONSE</b>
1. From what location would this policyholder's claims be processed?	
2. What is your company's claims processing turn-around time for dental claims not involving coordination of benefits?	
3. Does your claim system have any protections against fraud by:  a. Providers  b. Members  c. Employees	
4. Does your claim system have any protections against unbundling and/or upgrading claims? If so, describe in detail.	
5. a. How are network claims processed?  b. Are any authorization forms necessary or ID cards required?  c. Do members pay up-front and submit claims for reimbursement or are members responsible for only plan copays, deductibles and coinsurance?  d. If paper claim submission is required, what is the turn-around time for a member's claim to be processed (date of receipt to date check is issued)?  e. Are there any time limits for submitting claims?	
6. a. Will your organization process any non-participating provider claims?  b. How are non-network claims processed?	
7. How do you determine Usual, Customary, and Reasonable (UCR) for non-network dental benefits (e.g., own data, percentile of HIAA data, relative value scale, Fair Health)?	
8. Does your plan use maximum allowable cost for limiting non-network allowances?	
9. What UCR level have you used for non-network claims?	

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DENTAL PPO CLAIM ADMINISTRATION SERVICES	VENDOR RESPONSE
10. What percent of Fair Health for zip code 850, 852 AND 853 is your non-network allowance?	
11. Explain how maximum allowable charges are determined geographically: a. By the location of the employer, or the provider of dental services? Other? Please explain. b. How are specific areas delineated (e.g., 5-digit zip, 3 digit zip, county)?	
12. How often is data updated?	
13. What steps are taken if the maximum allowable charge is uncoded?	
14. How are the client and plan participants supported in their resistance to charges in excess of the maximum allowable charge?	
15. How can a claimant find out what the maximum allowable charge is for a particular procedure in advance of having the procedure performed?	
16. With respect to dental surgery, do you ever reimburse assistant surgeons? What is the basis for such a determination and how is the allowance for the assistant surgeon, if any, calculated?	
17. When you are COB secondary payor, do you use your UCR profiles or those of the primary carrier to determine your level of reimbursement?	

**Dental Prepaid**

PREPAID	VENDOR RESPONSE
1. Are you able to administer the current Prepaid program benefits? (If no, confirm you have completed the Deviations Exhibit 4 contained in the RFP.)	
2. Indicate the schedule name or number for the plan you are proposing.	
3. Is each member of a family allowed to select their own individual primary care dentist under your Prepaid plan?	
4. How often can a member change their primary dentist selection?	

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PREPAID	VENDOR RESPONSE
5. How can the selection change be made, i.e., calling customer service, online, etc.?	
6. When would the change be effective?	
7. Did you complete the Prepaid provider counts in the Excel Financial workbook?	
8. Did you complete the Prepaid disruption in the Excel Financial workbook?	
9. Does your plan's copay schedule apply to specialists or must members pay a different fee (e.g. discount from providers' normal charge)?	
10. What performance standards do you require of dentists with respect to scheduling routine dental care?	
11. What performance standards do you require of dentists with respect to emergency care?	
12. Do your primary care dentists serve as "gatekeepers" for specialty referrals? If not, how are specialty referrals monitored for appropriateness?	
13. What is the average waiting time for routine cleanings, other routine appointments, first appointments, emergency appointments? How often do you monitor this?	
14. What method do you use to verify that participants are treated the same as the provider's fee for service patients?	
15. Does your plan allow nitrous oxide analgesia? If so, please indicate any additional costs.	
16. Does your plan cover dental implants?	
17. What types of sedatives do you cover and what are the coverage limitations?	
18. Do you cover temporary fillings?	
19. Do you cover Guided Tissue Regeneration?	
20. Up to what age do you cover fluoride treatments and how often?	
21. Up to what age do you cover sealants and how often?	
22. Did you complete the Prepaid copay schedule in the Excel Financial workbook?	
23. Include a complete copy of your copay and fees schedule including any exclusions and limitations with your response.	

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PREPAID	VENDOR RESPONSE
24. Do you agree not to change the schedule for the duration of the period you have guaranteed rates?	
23. Describe how treatment in progress (at initial takeover) will be covered. How will orthodontic claims be adjudicated? What portion of claim expenses will be honored?	
24. Describe how treatment in progress will be covered if your plan is terminated during an episode of treatment. What services (i.e., root canal, crowns, etc.) are covered and for what amounts?	
25. Describe any missing tooth limits your plan may have for new participants.	
26. Describe how you would handle a late entrant.	
27. Are medications covered under the dental plan?	
28. How does your plan handle a resin composite filling on teeth that traditionally would be treated with an amalgam?	
29. How will your plan pay benefits for students who reside outside of the state?	
30. What additional benefits do you offer to pregnant women?	
31. What additional benefits do you offer for plan participants with diabetes?	

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**Reporting (All Vendors)**

<b>REPORTING – ALL VENDORS</b>						
<b>Coverage Line</b>	<b>Month</b>	<b>Quarter</b>	<b>Annual</b>	<b>Vendor Response (Y or N)</b>	<b>Online Access (Y or N)</b>	<b>Excel (Y or N)</b>
<b>Dental PPO</b>						
Enrollment (subscriber/member) by coverage tier and Active/COBRA.	X					
Premiums paid	X					
Claims paid by Status (Active/COBRA) and in-network vs out of network	X					
Utilization report	X					
Lag report	X					
<b>Prepaid</b>						
Enrollment and premiums paid	X					
Utilization report	X					
<b>Ad Hoc Reporting Capabilities</b>						
Ability for the District to generate Ad Hoc Reports		X				

**Vendor Exhibits**

**Vendors submitting proposals should complete and sign all of the following documents:**

- Exhibit 1 Offer and Acceptance (located on page 3)
- Exhibit 2 Vendor Information Form
- Exhibit 3 Confidentiality Agreement
- Exhibit 4 Pending Lawsuits
- Exhibit 5 Fee Certification
- Exhibit 6 Deviations and Exceptions
- Exhibit 7 Confidential and Proprietary Submittals
- Exhibit 8 Addenda Acknowledgement
- Exhibit 9 References
- Exhibit 10 Certificate of Insurance

**EXHIBIT #2**

**Vendor Information Form**

<b>Organization Name:</b>	
<b>Contact Person's Name</b>	
<b>Title</b>	
<b>Address</b>	
<b>City/State/Zip</b>	
<b>Phone Number</b>	
<b>E-mail Address</b>	
<b>Fax Number</b>	



**EXHIBIT #3**

**Confidentiality Agreement To Be Used by Entities**  
**Responding to RFPs issued by Kyrene Elementary School District No. 28 of**  
**Maricopa County**

Date

Name

Job Title

Company Name

Business Address

Re: \_\_\_\_\_

Dear \_\_\_\_\_:

This confidentiality agreement is between Kyrene Elementary School District No. 28 of Maricopa County, (hereafter "Kyrene Elementary School District No. 28") and \_\_\_\_\_ [Company Name], on behalf of itself and all of its subsidiaries and affiliates, (hereafter "Bidder") and is executed in connection with various bids that Bidder intends to submit to Kyrene Elementary School District No. 28."

In order to prepare a responsive bid, Bidder needs to receive certain Client health plan information and data, including individually identifiable health information pertaining to Client health plan participants and beneficiaries, as well as Kyrene Elementary School District No. 28 Proprietary Information consisting of the RFP questionnaire/RFI specifications and any associated financial spreadsheets (collectively "Proprietary Information"). Kyrene Elementary School District No. 28 and Bidder agree that the term "individually identifiable health information" refers to any health information that is not "de-identified," as defined in 45 C.F.R. Section 164.514(b)(2). Kyrene Elementary School District No. 28 agrees to provide the necessary Proprietary Information in connection with this RFP, and Bidder agrees as follows:

1. Bidder will use this Proprietary Information only for the purpose of preparing Bidder's response to Kyrene Elementary School District No. 28 of Maricopa County RFP.
2. Bidder agrees that only those individuals employed by Bidder who have a need to know this information to prepare a bid and have been made aware of the terms of this Agreement and have agreed to abide by its terms will have access to the Proprietary Information provided by Kyrene Elementary School District No. 28.
3. Neither Bidder nor any of its Representatives will disclose the Proprietary Information to any person or entity outside of Bidder, unless such a disclosure is: (a) necessary to prepare a bid and the recipient first executes a confidentiality agreement with provisions equivalent to this one; or (b) required by law.
4. Bidder agrees to use commercially reasonable efforts to maintain the security of the Proprietary Information.

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5. Bidder will return the Proprietary Information to Kyrene Elementary School District No. 28 or destroy it upon completion of the bid process if such return or destruction is feasible. If Bidder determines that return or destruction of some or all of the information is not feasible, Bidder agrees to: (a) inform Kyrene Elementary School District No. 28 of the specific reason(s) that make return or destruction not feasible; (b) extend the protections of this Agreement to any retained information for as long as Bidder retains it; and (c) limit further uses or disclosures to those that make the return or destruction infeasible.
6. Bidder will report to Kyrene Elementary School District No. 28 any use and/or disclosure of Proprietary Information that is not permitted by this Agreement.
7. Bidder shall regard and preserve as confidential all Proprietary Information that has been or may be obtained by Bidder in the course of any bid, whether Bidder has such information in Bidder's memory, or in writing or in other physical form. Bidder shall not, without written authority from Kyrene Elementary School District No. 28, use any Proprietary Information for Bidder's benefit or Bidder's purposes, either during the bid process or thereafter.
8. With respect to each RFP and the Proprietary Information disclosed in connection therewith, the obligations of Bidder assumed in this Agreement shall continue beyond the completion of the bid process.
9. Bidder shall and does hereby indemnify, defend and hold harmless Kyrene Elementary School District No. 28 and Kyrene Elementary School District No. 28' officers, directors, employees and shareholders from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that Kyrene Elementary School District No. 28 may incur or suffer and that result from, or are related to, any breach or failure of Bidder and Bidder's Representatives to perform any of the representations, warranties and agreements contained in this Agreement that pertain to individually identifiable health information.
10. Bidder recognizes that any breach of the covenants contained in this Agreement would irreparably injure Kyrene Elementary School District No. 28. Accordingly, Kyrene Elementary School District No. 28 may, in addition to pursuing its other remedies, obtain an injunction from any court having jurisdiction of the matter restraining any further violation and no bond or other security shall be required in connection with such injunction.
11. If any of the provisions herein become invalid or are declared invalid, such determination of invalidity as to the clause(s) shall not affect the other provisions of this Agreement. If any provision of this Agreement should be held invalid or unenforceable, the remaining provisions shall be unaffected by such a holding. If any provision is found inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.
12. This Agreement shall be binding upon Kyrene Elementary School District No. 28 and Bidder and their respective successors, assigns, heirs, executors and administrators.

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- 13. This Agreement contains the entire understanding of the parties hereto and supersedes all previous communications, representations, or agreements, oral or written, with respect to the subject matter hereof. No failure to exercise nor any delays in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Neither this Agreement nor any of its provisions may be amended, supplemented, changed, waived, or rescinded except by a written instrument signed by the party against whom enforcement thereof is sought. No waiver of any right or remedy hereunder on any one occasion shall extend to any subsequent or other matter.
  
- 14. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona applicable to contracts made on and performed within the State of Arizona. Any action to enforce this Agreement shall be brought in State of Arizona, County of Maricopa.

Intending to be legally bound, the Parties have executed this Agreement.

**Kyrene Elementary School District No. 28 of Maricopa County**      **Bidder**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT #4**

**PENDING LAWSUITS EXHIBIT**

**Name of Company:**

---

**Signature:**

---

**Date:** \_\_\_\_\_

**Describe any pending or closed lawsuits against your organization in the past five (5) years below.**

**EXHIBIT #5**

**FEE CERTIFICATION**

The fees charts (and any attached fee pages) have been checked and rechecked for accuracy and are now submitted to Kyrene Elementary School District on this \_\_\_\_\_ day of January, 2021.

**Questions specifically related to these fees should be addressed to:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Firm Name**

\_\_\_\_\_  
**Date**

**EXHIBIT #6**

**DEVIATIONS AND EXCEPTIONS**

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

Exceptions (mark one):

\_\_\_\_\_ No exceptions

\_\_\_\_\_ Exceptions taken (describe –attach additional pages if needed)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Undersigned hereby acknowledges the above regarding ***deviations/exceptions*** to this solicitation:

\_\_\_\_\_

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Authorized Signature

**EXHIBIT #7**

**CONFIDENTIAL/PROPRIETARY SUBMITTALS**

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 Terms and Conditions, paragraph 19). 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 a Kyrene Elementary School District representative prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Undersigned hereby acknowledges the above regarding ***confidential/proprietary materials*** in this solicitation:

\_\_\_\_\_

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Authorized Signature

**EXHIBIT #8**

**ADDENDA ACKNOWLEDGMENT**

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

Please sign and date

**ADDENDA NO. 1 Acknowledgement** \_\_\_\_\_  
Signature Date

**ADDENDA NO. 2 Acknowledgement** \_\_\_\_\_  
Signature Date

**ADDENDA NO. 3 Acknowledgement** \_\_\_\_\_  
Signature Date

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

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Authorized Signature



**EXHIBIT #9**

**REFERENCES**

**Offeror is responsible for sending the Performance Evaluation Survey to each reference listed below and ensuring follow up that the client has returned the survey to the District Office.**

Offeror shall list below a minimum of three (3) references for jobs that are similar in scope and size to this requirement.

Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

Contact Name: \_\_\_\_\_

**Kyrene Elementary School District No. 28 of Maricopa County RFP # K21-05-26**

**EXHIBIT #10**

**CERTIFICATE OF INSURANCE**

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DISTRICT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS.					
NAME AND ADDRESS OF INSURANCE AGENCY:		COMPANY LETTER	COMPANIES AFFORDING COVERAGE:		
		<b>A</b>			
		<b>B</b>			
		<b>C</b>			
NAME AND ADDRESS OF INSURED:		<b>D</b>			
LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
BODILY INJURY: PER PERSON EACH OCCURRENCE PROPERTY DAMAGE OR BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$1,000,000.00 \$2,000,000.00 \$1,000,000.00 _____ \$1,000,000.00		COMPREHENSIVE GENERAL LIABILITY FORM PREMISES OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS PRODUCTS/COMPLETED OPERATIONS HAZARD PERSONAL INJURY BROAD FORM PROPERTY DAMAGE EXPLOSION & COLLAPSE (IF APPLICABLE) UNDERGROUND HAZARD (IF APPLICABLE)		
SAME AS ABOVE			COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWNED (IF APPLICABLE)		
NECESSARY IF UNDERLYING IS NOT ABOVE MINIMUM			UMBRELLA LIABILITY		
STATUTORY EACH ACCIDENT	\$100,000.00		WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY		
			OTHER		
THE KYRENE SCHOOL DISTRICT IS ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.			IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE DISTRICT WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE DISTRICT. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.		
NAME AND ADDRESS OF CERTIFICATE HOLDER:			DATE ISSUED _____  _____ AUTHORIZED REPRESENTATIVE		

**PERFORMANCE EVALUATION SURVEY**

<b>Subject:</b> <u>K21-05-24 PPO Dental Network and Administrative and Prepaid Dental</u>
<b>Name of surveyor:</b> _____
<b>Organization:</b> _____
<b>Contact Email:</b> _____
<b>Company being surveyed:</b> _____

To Whom It May Concern:

Kyrene School District is currently undergoing reference checks for the vendor listed above regarding their response to a current solicitation. The information will be used to assist the District in the evaluation to determine responsive and responsible procurement of the above firm. Both the company and Kyrene School District would greatly appreciate you taking a few minutes out of your busy day to complete the questionnaire below.

Please evaluate the performance of the vendor (**10 means-you are Always satisfied and have no question about hiring them again, 5 means- you are Sometimes satisfied, and 1 means- you are very Dissatisfied and would never hire them again because of very poor performance**). If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO.	Criteria	Unit	Score
1	Ability to maintain schedule and provide results in a timely manner	(1-10)	
2	Quality of Service	(1-10)	
3	Ability to grasp and understand the needs of the District	(1-10)	
4	Participation and assistance when "issues" arise	(1-10)	
5	Close out process (invoicing, no unexpected fees)	(1-10)	
6	Billing statements provided are easy to understand	(1-10)	
7	Ability to follow the user's rules, regulations, and requirements	(1-10)	
8	Communication with District	(1-10)	
9	Vendor provided value added services with satisfaction of the district	(1-10)	
10	Overall customer satisfaction based on performance (comfort level in using vendor again)	(1-10)	

**TOTAL POINTS** \_\_\_\_\_

Any additional comments regarding vendor/services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this survey directly to Michelle Sorace, [msorace@kyrene.org](mailto:msorace@kyrene.org)**

**PLEASE RETURN THIS FORM NO LATER THAN JANUARY 5, 2021 @ 11:00 AM. THANK YOU!**

**ATTACHMENTS**

The following attachments are provided for offerors to submit a clear proposal for district evaluations. If more information or clarification is needed in regard to what the district is requesting, offerors should direct these inquiries to Michelle Sorace, via email, [msorace@kyrene.org](mailto:msorace@kyrene.org).

**Attachment A: Financial Exhibits\***

**Attachment B: Census Data\***

**Attachment C: Plan Summaries**  
Available for download on AZ Purchasing website

**Attachment D: Dental Experience Report**

\*Due to HIPAA regulations, a census file and large claims reports have not been included as attachments. A census may be obtained from USI Insurance Services upon completion of a signed confidentiality agreement emailed to [msorace@kyrene.org](mailto:msorace@kyrene.org).

# SEALED PROPOSAL

<b>Submitted by:</b> Company Name:
Address:
City, State, Zip:

RFP # **K21-05-26 PPO Dental Network and Administrative and Prepaid Dental**

Due Date: **January 5, 2021 at 11:00 AM**

Kyrene School District #28  
Attn: **Michelle Sorace, Purchasing**  
8700 S Kyrene Rd,  
Tempe, AZ 85284

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

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