



KYRENE ELEMENTARY SCHOOL DISTRICT NO. 28 of MARICOPA COUNTY

NOTICE OF REQUEST FOR PROPOSALS

REQUEST FOR PROPOSAL (RFP) NUMBER: K27-03-31

MATERIAL AND/OR SERVICE: Medical TPA Services (bundled services including UM/DM, medical network, Telemedicine, Wellness Program and COBRA Administration), PBM Services, HSA Administration, Workforce Mental Health Program (EAP).

RFP DUE DATE: Friday, October 2, 2026 TIME: 11:00 AM Arizona Time.

RFP SUBMISSION WEBSITE: <http://kyrene.bonfirehub.com/>

*****The Kyrene School District will be utilizing an online procurement portal Bonfire for Offer submissions. Please see last page for submission instructions. *****

<https://kyrene.bonfirehub.com/portal/?tab=openOpportunities>

IMPORTANT: All solicitation questions must be submitted through the District's Bonfire portal. Offerors shall not contact District staff, Governing Board members, or Selection Committee members regarding this RFP. Requests for census, claims, or other confidential data must be directed to USI Insurance Services in accordance with the Confidentiality Agreement and census data instructions contained in this RFP.

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 shall be submitted online, at the website indicated, on or prior to the exact time and date indicated above. Late Proposals shall not be considered.

Additional instructions for preparing Request for Proposals are provided herein.

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

Contact:	<u>Michelle Sorace</u>	Phone Number:	<u>(480) 541-1363</u>
Title:	<u>Assistant Director of Finance</u>	Fax Number:	<u>(480) 541-1837</u>
Email:	<u>msorace@kyrene.org</u>	Date:	<u>9/4/2026</u>



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Attachments:

Attachment A – 2026 HDHP SBC
Attachment A – 2026 PPO SBC
Attachment B – Telehealth from AZBlue
Attachment C – Lyra Flyer
Attachment D – Confidentiality Agreement / NDA
Attachment E – Questionnaire
Attachment F – Financial Pricing Exhibits

DOCUMENTS REFERENCED:

You may access a copy of the documents referenced within this Offer 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>

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



UNIFORM INSTRUCTIONS TO OFFERORS

1. Definition of Terms

In addition to the definitions specified in Arizona Administrative Code R7-2-1001, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Proposal.
- B. **“Contract Amendment”** means a written document signed by the School District/Public Entity that is issued for the purpose of making changes in the Contract.
- C. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- D. **“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.
- E. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.
- F. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- G. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

2. Inquiries

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Proposal and not be opened until after the Proposal due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Proposal due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to inquiries.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- G. Pre-Proposal Conference. If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location 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



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questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Proposal Preparation

- A. Forms. A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. Typed or Ink; Corrections. The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under A.A.C. R7-2-1030.
- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.
- D. Exceptions to Terms and Conditions. All exceptions included with the Proposal shall be submitted on the Deviations and Exceptions page in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation criteria as stated in the Solicitation or result in rejection of the offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- F. Cost of Proposal Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Proposal.
- H. Federal Excise Tax. School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.
- J. Identification of Taxes in Proposal. School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Proposal, the School District/Public Entity will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.
- K. Disclosure. If the Firm, business, or person submitting this Proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and



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address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
1. Amendments;
 2. Special Terms and Conditions;
 3. Uniform General Terms and Conditions;
 4. Scope of Work/Specifications;
 5. Attachments;
 6. Exhibits;
 7. Special Instructions to Offerors;
 8. Uniform Instructions to Offerors
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Proposal

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



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

5. Additional Proposal Information

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest Offeror.
- C. Late Proposals, Modifications or Withdrawals. A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in A.A.C. R7-2-1044.
- D. Disqualification. A Proposal from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Proposal Acceptance Period. An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District/Public Entity reserves the right to:
 1. Waive any minor informality;
 2. Reject any and all Proposals or portions thereof; or
 3. Cancel a solicitation.



6. Award

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

7. Protests

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

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



UNIFORM GENERAL TERMS AND CONDITIONS

1. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) § 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- E. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. Contract Administration and Operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.R.S. § 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, 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.



3. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. § 35-342 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. Applicable Taxes.
1. Payment of Taxes by the School District/Public Entity. The School District/Public Entity will pay only the rate and/or amount of taxes identified in the Proposal and in any resulting Contract.
 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, Offeror shall have a current I.R.S. W-9 Form on file with the School District/Public Entity.
- C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/Public Entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/Public Entity will make reasonable efforts to secure such funds.

4. Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

5. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/Public Entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/Public Entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/Public Entity of materials furnished or work performed under this Contract. The School District/Public Entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.



D. Force Majeure.

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
 4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the School District/Public Entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

6. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:
1. A quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District/Public Entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection/ testing of or payment for the materials or services by the School District/Public Entity.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.



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- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/Public Entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. School District/Public Entity's Contractual Remedies

- A. Right to Assurance. If the School District/Public Entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/Public Entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
1. The School District/Public Entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the School District/Public Entity under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/Public Entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right to Offset. The School District/Public Entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/Public Entity or damages assessed by the School District/Public Entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

8. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. § 38-511 and A.A.C. R7-2-1087 (F) the School District/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. Gifts or Benefits. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the



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School District who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1087(G).

- C. Gratuities. In accordance with A.A.C. R7-2-1087(H) The School District/Public Entity may, by written notice, terminate this Contract, in whole or in part, if the School District/Public Entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/Public Entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/Public Entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- D. Suspension or Debarment. The School District/Public Entity may, by written notice to the Contractor, immediately terminate this Contract if the School District/Public Entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- E. Termination for Convenience. The School District/Public Entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/Public Entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/Public Entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- F. Termination for Default.
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/Public Entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/Public Entity.
 3. The School District/Public Entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/Public Entity for any excess costs incurred by the School District/Public Entity re-procuring the materials or services.
- G. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

9. Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. § 15-213 and rules adopted thereunder.

10. Gift Policy

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

11. Integrity of Proposal

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



12. Offshore Performance

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

13. Contractor’s Employment Eligibility

By entering 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.

14. Terrorism Country Divestments

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

15. Fingerprint Clearance Cards

In accordance with A.R.S. § 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.

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

Additionally, contractor shall comply with the governing body fingerprinting policies of each individual School District/Public Entity.

16. 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.

17. Confidential/Proprietary Information

Confidential information request: If Offeror believes that its Proposal contains trade secrets or proprietary information that should be withheld from public inspection 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.

When submitting a response containing “CONFIDENTIAL” information, Offeror agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the District withholding information that offeror marked as “CONFIDENTIAL”.

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



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

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



SPECIAL INSTRUCTIONS TO OFFERORS

1. Questions

All questions related to this Solicitation shall be submitted in writing through the District's Bonfire procurement portal by the date specified in the Estimated Timeline. Offerors shall not contact District staff, Governing Board members, or Selection Committee members regarding this Solicitation. Responses to questions will be issued through the District's Bonfire procurement portal.

Requests for census and other confidential data are not considered solicitation questions and shall be directed to USI Insurance Services in accordance with the Confidentiality Agreement and census data instructions provided in this Solicitation

2. Contract Award

The District may make a single award, multiple awards, or awards by individual service component, groups of service components, or an integrated solution. The determination to make multiple awards will be based upon the District's evaluation of the proposals and whether awarding services separately or in combination provides the greatest overall value and best meets the District's needs. Offerors will be evaluated in accordance with the evaluation criteria identified in this RFP. Where multiple awards are made, Offerors may be selected separately within the applicable service category or categories. The District is not obligated to award all services to a single Offeror.

3. Intent to Propose

An Intent to Propose is not required in order to submit a Proposal. However, Offerors requesting access to census, claims, or other confidential data must submit an Intent to Propose and an executed, Confidentiality Agreement (Attachment D) by the Census Data Request Deadline identified in the Estimated Timeline. Upon receipt and approval of the required documents, access to the applicable confidential data will be provided in accordance with the instructions contained in this Solicitation.

4. Evaluation and Award Basis

Representatives of the District will evaluate proposals in accordance with the evaluation criteria identified below. Per A.A.C. R7-2-1042(A)(1)(q), if several proposals are closely ranked, the District may call for interviews to assist in the decision-making process. In addition to interviews, the District reserves the option to call for and enter into discussions with the firms considered most likely to meet the requirements for the purpose of discussions on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District.

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

- 1. **Offeror's Ability to Meet the Needs of the District** – Ability to meet the requirements identified in the Scope of Work, Questionnaire, and other requirements of this RFP, including the Offeror's proposed service model and ability to provide the service component(s) proposed.
- 2. **Cost** – While cost is a significant factor in considering the placement of 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.
- 3. **Qualifications of the Offeror** – 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. Consideration of qualifications will include additional best value services or expertise offered that exceed the requirements, or the Offeror's inability to meet some of the requirements of the specifications/Scope of Work.
- 4. **Responsiveness of the Proposal** – Responsiveness of the proposal in clearly stating and understanding the scope of work and in meeting the requirements of the RFP.
- 5. **Past Performance** – Past performance in this District, along with any other information obtained by the District from the Offeror's other clients, past or present, or from any other sources.

Initial Technical Review: Prior to Evaluation Committee review, the District's benefits consultant, USI Insurance Services, will conduct an initial technical review of each proposal. The review will assess the Offeror's ability to provide the applicable services, material compliance with the Scope of Work and Questionnaire requirements, completeness of required information and pricing, and any material deviations or limitations. The results of the technical review will be provided to the District and may be used to determine which proposals advance to



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Evaluation Committee review. Based upon the initial technical review, proposals determined by the District to be non-responsive or unable to reasonably meet the District's requirements may be removed from further consideration. Proposals advancing beyond the initial technical review will be reviewed and evaluated by the Evaluation Committee using the evaluation criteria identified above, in their stated relative order of importance. Because the District may award individual service components, groups of service components, or an integrated solution, proposals may be evaluated and ranked within the applicable service category or categories. An Offeror's ranking may vary by service category. The District reserves the right to determine the combination of services and Offerors that provides the greatest overall value and best meets the needs of the District.

During the course of the selection process, all prospective companies are cautioned not to contact Governing Board Members or Selection Committee Members or attempt to persuade or promote through other channels. The District may call for interviews to clarify information received in the proposal. Firms may be asked to host a site visit and/or interview with the Selection Committee and may also be asked to revise or modify their proposals following the receipt of other information. However, Offerors are cautioned that the District may proceed with an award on the basis of information received in the original proposal and subsequent interviews, if held, without calling for additional discussions or best and final offers.

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

5. **Estimated Timeline**

The following schedule is tentative and subject to change by the District.

Action	Due Date
RFP Released	September 4, 2026
Vendor Clarification Questions Due	September 14, 2026
Response to Questions Released	September 21, 2026
Census Data Request Deadline – Intent to Propose and Confidentiality Agreement required for access to confidential data	September 25, 2026
Proposal Due	October 2, 2026, 11:00 AM (Arizona Time) MST
Finalist Interviews (if needed)	November 2026
Request for Best and Final Offer (if needed)	November 2026
Vendor Award (pending Governing Board approval)	February 2027
Effective Date	July 1, 2027

Offerors requesting access to census and other confidential data must submit the Intent to Propose and executed Confidentiality Agreement to Jordan Mills at jordan.mills@usi.com and Cristyna Wallace at cristyna.wallace@usi.com , with Michelle Sorace at Msorace@kyrene.org copied, no later than September 25, 2026. An Intent to Propose is not required to submit a Proposal; however, both the Intent to Propose and Confidentiality Agreement are required to receive access to confidential census and claims data.

6. **Acknowledgement of Amendments**

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

7. **Offeror Required Contract/Agreement**

If your firm will require the District to sign any form of contract/agreement, a copy of that contract/agreement shall be included with this Proposal. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria. The District reserves the right to accept or reject any or all parts of the agreement. Contract terms should not conflict with or supersede terms and conditions of the solicitation.



8. Authority

This solicitation as well as any resulting contract is issued under the authority of the Governing Board or designee. No alteration or any resulting contract may be made without the express written approval of the District in a form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

9. Integrity of Offer

By signing this Proposal, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the District, or per A.A.C. R7-2-1042(A.1.1) Offeror has not engaged in collusion or anti-competitive practices in connection with the submitted Proposal. Failure to sign the Proposal, or signing it with a false statement, shall void the submitted Proposal or any resulting contract.

10. Deviations to Offer

Any deviation from the terms, conditions, Scope of Work, specifications, or other requirements of this RFP shall be clearly identified and described in the Offeror's Proposal. Exceptions shall be submitted as required on the Deviations and Exceptions form and must be signed by an authorized representative of the Offeror. Such exceptions shall be considered part of the Offeror's formal Proposal. **In the absence of any identified deviation or exception, the Offeror's Proposal shall be considered in full compliance with the requirements of this RFP.**



SPECIAL TERMS AND CONDITIONS

1. **Purpose**

Pursuant to the provisions of the Arizona School District Procurement Rules, the District, on behalf of the Kyrene Employee Benefit Trust (KEBT), intends to establish one or more contracts for Medical Third Party Administration and related employee benefit services as described in the Scope of Work.

2. **Sufficient Funds**

The District fully anticipates that sufficient funds will be available for this purchase. Any contract awarded under this Offer will be conditioned upon the availability of funds.

3. **Insurance**

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

Successful Offeror shall be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming *Kyrene School District* as an additional insured party.

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

4. **Affordable Care Act**

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

5. **Licenses**

The successful Offeror shall maintain all licenses, certifications, registrations, and other authorizations required by applicable federal, state, and local laws and regulations to perform the services awarded under this RFP. Upon request, the successful Offeror shall provide documentation demonstrating compliance with these requirements.

6. **Safety**

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and District property from damage, loss, or injury resulting from the activities of the Offeror, its employees, subcontractors, and/or other persons under its direction. The Offeror shall comply with all applicable workplace safety requirements of any governmental authority.

7. **Fingerprint Requirements**

Fingerprint clearance cards will not be required for this contract.

8. **Registered Sex Offender Restrictions**

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

9. **Terms of Award**

Per A.A.C. R7-2-1024(B)(1)(i), it is the intent of the District to award a multi-term contract beginning July 1, 2027 and continuing through June 30, 2028. If all conditions are met during this period, the contract may be renewed annually, subject to the availability of funding and the continued best interest of the District, for up to three (3) additional one-year periods, through June 30, 2031. However, no contract exists unless and until a purchase order is issued for each fiscal year.



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It is anticipated that Governing Board approval for award will occur in February 2027.

The District will not send annual contract renewal notifications. Awarded Offeror(s) should anticipate that the contract will renew for the available contract term unless:

- a. The District notifies the awarded Offeror in writing that it will not renew the contract; or
- b. The awarded Offeror notifies the District in writing that it does not desire to renew the contract for a subsequent year.

The contract may be terminated by either party prior to the expiration date upon thirty (30) days' written notice to the other party. Cancellation of the contract shall not relieve the Contractor of responsibility for satisfaction of all obligations incurred through the effective date of termination.

10. Minimum

The District does not guarantee any minimum volume, enrollment, utilization, expenditure, or amount of services under any resulting contract.

11. Non-Exclusive Contract

Any contract resulting from this solicitation shall be non-exclusive. The District reserves the right to obtain the same or similar services from other sources when determined to be in the best interest of the District.

12. Delivery of Services

Services shall be provided in accordance with the requirements, performance standards, implementation timelines, and effective dates established in this RFP, the successful Offeror's Proposal, and any resulting contract. The successful Offeror shall provide all awarded services beginning July 1, 2027, unless otherwise agreed to in writing by the District.

13. Account Management

The successful Offeror shall designate an account representative or account management team responsible for the District's account and available throughout the contract term. The Offeror shall provide appropriate contacts and escalation procedures for service, operational, and implementation issues.

14. Billing

All invoices shall be submitted in accordance with District requirements and shall reference the applicable District purchase order. Invoices shall clearly identify the services and applicable period being billed. Any purchase order issued by the District under the resulting contract shall reference this RFP.

15. Price Clause

Pricing shall be provided in accordance with the Financial Pricing Exhibits and shall include all fees and costs associated with the services proposed unless specifically identified otherwise. Pricing, guarantees, credits, discounts, and any proposed adjustments during the contract term shall be as stated in the Offeror's Financial Pricing Exhibits and accepted by the District. No additional fees or charges may be imposed unless expressly authorized by the resulting contract and approved in writing by the District.

16. Contract Cancellation

This contract is subject to cancellation pursuant to A.R.S. § 38-511.

The services provided under this contract are critical to the District. The District reserves the right to cancel all or any portion of the contract for material failure of the Contractor to perform its obligations under the contract. The District shall provide written notice of default identifying the basis for the default.

Default may include, but is not limited to, the Contractor:

- A. Failing to adequately perform the services required by the contract;
- B. Failing to meet material requirements, performance standards, or obligations established by the contract;
- C. Failing to perform required services within established timelines; or
- D. Failing to make sufficient progress in the performance of the contract, giving the District reasonable cause to believe that the Contractor will not or cannot perform the requirements of the contract.

In the event of default, the District may exercise any single or combination of rights and remedies available under the contract, the School District Procurement Rules, or applicable law, including:

- A. Cancellation of all or any portion of the contract;
- B. Reservation of all rights or claims for damages resulting from the Contractor's breach;
- C. Obtaining replacement services or otherwise completing the required services; and



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D. Recovery from the Contractor of reasonable excess costs incurred by the District as a result of the Contractor's default, including by deduction from any unpaid balance or through any other remedy provided by law.

17. Key Personnel

It is essential that the Contractor provide adequate, experienced personnel capable of and devoted to the successful performance of the services under this contract. The Contractor shall assign qualified individuals to key positions.

A. Once assigned to the District's account, key personnel shall not be removed or replaced without written notice to the District.

B. If key personnel are unavailable for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the District's account than initially anticipated, the Contractor shall immediately notify the District and, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications

18. References

The District reserves the right to request references and/or conduct past performance reviews at any time during the evaluation process. Offerors selected for further consideration may be required to provide client contact information for similar services. The District may contact current or former clients identified by the Offeror and may consider information obtained through such reviews in the evaluation of Past Performance.

19. 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 (180) days after the opening time and date.



PROPOSAL REQUIREMENTS AND FORMAT

All proposals must be submitted through the District's e-Procurement Portal, Bonfire, before the Proposal due date and time.

Bonfire submission instructions are provided at the end of this RFP.

<https://kyrene.bonfirehub.com/portal/?tab=openOpportunities>

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

Offerors are requested to limit proposal responses and materials to the information necessary to evaluate and understand the services being proposed. Additional marketing materials beyond those requested in this solicitation are discouraged.

Offerors wishing to protect confidential or proprietary information must identify such information using the Confidential/Proprietary Submittals form included with this RFP. The District will make the final determination regarding confidentiality in accordance with applicable law. **Requests to designate an entire Proposal or the Financial Pricing Exhibits as confidential will not be accepted.**

Required Proposal Content:

Section 1	Cover letter
Section 2	Questionnaire Responses – Attachment E
Section 3	Financial Pricing Exhibits – Attachment F
Section 4	Specimen Documents and Satisfaction Results • Specimen policy, contract, service agreement, or other applicable governing document for the service(s) proposed, if applicable. • Most recent client/member satisfaction survey results, if available
Section 6	Supplemental Information, if applicable
Section 7	Required Documents • Offer and Acceptance Page • Deviations and Exceptions • Confidential/Proprietary Submittals • Debarment Certification • Pending Lawsuits • Fee Certification • W9 • Any Offeror-required contract/agreement, if applicable



SCOPE OF WORK/SPECIFICATIONS

K27-03-31 for Medical TPA Services (bundled services including UM/DM, medical network, Telemedicine, Wellness Program and COBRA Administration), PBM Services, HSA Administration, Workforce Mental Health Program (EAP).

Background

Kyrene School District (The District) is one of Arizona’s leading public school districts, providing excellence in education for more than 135 years. Kyrene is known for high academic achievement, with schools consistently outperforming peer districts, charter schools and state averages on academic benchmarks. Kyrene is home to 22 schools (15 elementary, six middle, and one K-8). District boundaries encompass all of Ahwatukee and parts of Chandler, Guadalupe, Tempe, and the Gila River Indian Community. Kyrene enrolls approximately 12,000 students in preschool through 8th grade.

The District currently offers benefits to approximately 1,800 eligible employees. Approximately 1,212 currently elect medical benefits. AmeriBen has been the administrator of the medical plan since 2022. Prior to that, UnitedHealthcare was the administrator of the medical plan for over 10 years. The self-funded medical program administered by AmeriBen offers two different plan designs with in-network coverage only – an EPO Plan and an HSA-eligible High Deductible Health Plan (HDHP). See Attachment A for the current benefit summaries. The self-funded pharmacy program is carved out with MedOne (Retail) and VIVIO (Specialty). Stop Loss is provided by Amwins Self-Funded (Stealth Partner Group) as the General Agent – note this service is not out to Offer at this time. The stop loss deductible is \$275,000. Vendors should be able to coordinate data and reporting, as applicable with the stop loss vendor.

The District contributes 100% of the HDHP plan employee premiums and 74% of the Choice EPO employee premiums. Dependent coverage is the responsibility of employees.

AmeriBen currently provides a full scope of administrative services. These services include claims administration, case management and utilization review, disease management, telemedicine, medical network access, a wellness program, and COBRA administration. It is the District’s preference that these services will remain fully integrated with the medical claims administrator. Vendors who Offer minus the TPA model may be considered; however, the TPA model will be given preference. Insurance pools may submit a Offer; however, the preference is to remain a single self-insured group.

- The telemedicine was previously with Teladoc via AmeriBen. As of July 1, 2026, telemedicine is through Telehealth from AZ Blue via AmeriBen. See Attachment B.
- Since inception in 2022, AmeriBen rented the BlueCross BlueShield (BCBS) CHS. CHS is no longer the rental network, and effective July 1, 2026, the District uses the BCBS Jointly Administered Arrangement (JAA) which utilizes the national BlueCard PPO network.
- AmeriBen has managed the COBRA Administration for the District since 2022.

Additionally, the District uses third party vendors for Pharmacy Benefit Management (PBM) services, a Workforce Mental Health Program – an Employee Assistance Program (EAP), and for Health Savings Account (HSA) administration.

- **MedOne** became the Retail Pharmacy Benefit Manager (PBM) in April 2023 following the prior PBM, FliptRx, leaving the market. **VIVIO** has been the Specialty PBM since 2022
- **Optum Bank** has directly administered the HSA since 2022.
- **Lyra** has been the District’s EAP provider since 2022. See Attachment C.

Currently, all active employees are eligible for the EAP. For other benefit programs, as outlined in this RFP, full-time employees working 30+ hours per week are eligible on the first of the month following 60 days of employment. The employee’s legally married spouse (or domestic partner) and child(ren) up to age 26 (unless otherwise specified) are also eligible for benefits.



Scope of Work

The District prefers an integrated Medical TPA solution that includes claims administration, medical case management/utilization review/disease management (UM/CM/DM), medical network access, COBRA administration, telemedicine, and wellness services. Proposers should include these services as part of their Medical TPA solution when available. The District will consider standalone proposals for these components and reserves the right to award a component separately when determined to provide greater overall value to the District.

TPA proposers should identify the services they provide directly and the services they propose through partner vendors. For each applicable additional service, the TPA should provide, when available, two to three vendor options with which the TPA has an existing relationship or is willing and able to integrate for the District.

For each partner option, the proposal must identify the vendor, services provided, integration approach, applicable fees, and any operational or contractual requirements.

The District reserves the right to select some, all, or none of the proposed partner services and may substitute a separately proposed vendor for a component. Proposers must clearly identify any pricing, discounts, credits, guarantees, or other terms that change depending upon the combination of services selected.

EAP/behavioral health and HSA administration are preferred as part of an integrated TPA solution but may also be proposed and awarded as standalone services.

The District intends to continue with carve-out Retail and Specialty PBM services. Retail and Specialty PBM services may be awarded separately or to a single pharmacy vendor.

Due to HIPAA regulations, a census file has not been included as an attachment. Upon receiving an Intent to Propose and having an active NDA on file with the District’s consultant, USI, a census will be provided. If requested and applicable to the service(s) the offeror intends to propose, copies of the District’s Summary Plan Description (SPD) and/or contract documents will also be provided by contacting Cristyna Hardin-Wallace from USI at cristyna.wallace@usi.com and Jordan Mills from USI at jordan.mills@usi.com.

Please note that enrollment and claims experience will not be provided for the TPA services as this proposal is limited to the administration or TPA services only. A 24-month enrollment and claims history file will be provided for the PBM services only upon request and receipt of NDA and intent to propose as outlined above.

MEDICAL PLAN ADMINISTRATION

The District's current medical program includes the following services through AmeriBen. **It is the District's intent to continue to incorporate these services into the medical plan administration. Proposals should include the following services:**

General Considerations

- Preference will be given to Claims Administrators that support independent claims accuracy/audit services and can identify firms that are pre-approved, pre-authorized, or pre-integrated into their claims administration system. The District must have the option to contract directly with the audit firm.
- Preference will be given to an administrator who can meet one or more of the following requests: (1) does not charge a % of savings fee on out of network claims, but performs this service, as desired, as a flat fee, (2) can confirm that dialysis payments may be capped at a % of Medicare allowed amounts during the Medicare coordination period, (3) can allow plan to use lower-of payment language for DRG allowed or 100% of billed charges for the plan design, and (4) permits the plan to make benefit design changes to require medical records be supplied before paying some providers.



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- The District requests an annual technology credit of \$45,000 toward the cost of managing its medical claims data server. Proposers should identify the technology credit included in their proposal. Preference will be given to Offerors that are able to demonstrate the ability to transfer claims and eligibility files to a data lockbox with Abett, Inc., the District's current platform vendor.
- Offeror shall provide a multi-year ASO medical administrative fee guarantee. Any proposed increase in the ASO medical administrative fee during the contract term shall not exceed 3% annually.

Claims Administration:

- Provide claims forms
- Receive claims and process payments of benefits in accordance with the plan designs
- Correspond with participants and providers if additional information is necessary to complete processing of claims
- Determine, based on the District's medical necessity guidelines, benefits payable under the Plan, pursuant to the terms and conditions of the District's Benefit Plan
- Coordinate benefits payable under the Plan and with other benefit plans, if applicable
- Provide notice to the Participants regarding the reason(s) for denial of benefits (which are denied) and provide for the review of such denied claims
- Provide an explanation of benefits resulting from claims transactions to plan participants
- Provide 1099 forms
- Provide SBCs and Summary Plan Description (SPD) documents
- Perform Recovery of Payments of \$25 or more
- Administer a Fraud and Abuse Detection Program
- Provide claims fiduciary services (for 2nd level claims appeals)

Account Management

- Provide a designated Account Manager and Account Management Team.

Telemedicine

- Provide 24/7 telemedicine services.

Secure Internet Access

- Access to claims administration portal for employees to view claim status, EOB's, etc.
- Employer and/or designated consultant access to claims data reporting portal to view and download online reports.

Customer Service

- Provide customer service to answer inquiries on claims, eligibility, provider network, services, coverage, or other inquiries Monday through Friday from 8:00 AM to 6:00 PM (AZ time).

Open Enrollment Support

- Prepare and provide Benefit presentations in collaboration with District, as requested.
- Attend open enrollment meetings, as requested.

Communication/Education Materials

- Provide bilingual communication and educational materials.

Identification Cards

- Provide identification card generation, mailing, and associated costs, including PBM and EAP provider's information.

Eligibility/Enrollment Administration

- Administer eligibility based on the District's eligibility criteria.
- Accept electronic eligibility files from the Benefits Administration system (Employee Access, previously known as iVisions).

Reporting

- Provide reporting of all benefits being administered as requested in the reporting section of the Questionnaire.



The District's current medical program includes the following services through AmeriBen. **It is the District's intent to continue to incorporate these services into the medical plan administration.**

Proposals should include the following services:

Case Management including the following:

- Assist participants to learn more about their illness and risk factors and understand treatment options and expected outcomes.
- Understand and wisely use their health benefits and case management services
- Access other resources outside their insurance plan
- Avoid more expensive care or duplication of services
- Coordinate service among multiple providers

Utilization Review including the following:

Pre-Certification

- Inpatient pre-admission certification and continued stay reviews (all ages, all diagnoses)
 - surgical and non-surgical (excluding routine vaginal or cesarean deliveries)
 - long term acute care facility (LTAC), not *custodial care*
 - skilled nursing facility/rehabilitation facility
 - inpatient mental health/substance use disorder treatment (includes residential treatment facility services)
 - The attending physician does not have to obtain *pre-certification* from the *Plan* for prescribing a maternity length of stay that is forty-eight (48) hours or less for a vaginal delivery or ninety-six (96) hours or less for a cesarean delivery.
- Inpatient and outpatient surgery, including surgical pain management injections
 - Pre-certification is not required for the following surgical procedures:
 - office surgeries
 - all colonoscopies/sigmoidoscopies (screening and diagnostic)
 - elective sterilization procedures
 - intra-articular hyaluronic acid injections.
- Transplant (other than cornea), including, but not limited to, kidney, liver, heart, lung, pancreas, and bone marrow replacement to stem cell transfer after high-dose chemotherapy
- Adoptive cell therapy
- Clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening *disease* or condition
 - This Plan does not cover clinical trials related to other diseases or conditions. Refer to the applicable section of SPD, if needed, for a further description and limitations of this benefit.
- Dialysis
- Durable medical equipment in excess of \$3,000 (purchase price only)
- Gene therapy
- Genetic/genomic testing (excluding amniocentesis)
- Home health care services
- Non-emergent air ambulance
- Orthotics/prosthetics in excess of \$3,000 purchase price
- Outpatient advanced imaging (excluding services rendered in an emergency room setting)
 - coronary CT angiography
 - MR-guided focused ultrasound
 - nuclear cardiology
 - nuclear medicine (including SPECT scans)
 - PET scans
- Outpatient therapy services (physical therapy, occupational therapy, and speech therapy) in excess of thirty (30) visits per plan year per therapy type
- Partial hospitalization and intensive outpatient program in excess of thirty (30) visits per plan year per service type, for mental health and substance use disorder treatment



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- Specialty drugs are available only through the Prescription Drug Benefits and are subject to the applicable Specialty PBM pre-certification requirements. Refer to the applicable section of the SPD for additional information.
- Radiation treatments for oncology diagnoses

Retrospective Review

- Review of the medical necessity of the health care services provided on an emergency basis, after they have been provided.

Concurrent Review

- Ongoing assessment of the health care as it is being provided, especially, but not limited to inpatient confinement in a hospital or covered facility (based on the admitting diagnosis and the listed services requested by the attending physician).

Discharge Planning

- Certification of services and planning for discharge from a facility or cessation of medical treatment.

Disease Management including the following:

- Program available, including but not limited to asthma, diabetes, hypertension, COPD.

Other Programs

- Transplant program accessible to provide access to a network of transplant Centers of Excellence.

Claims and Appeals

- Manage first and second-level appeals of pre-service and post-service claims.

MEDICAL PREFERRED PROVIDER ORGANIZATION (PPO) NETWORK ACCESS

The current medical program includes access to PPO network providers and discounts. **It is the District's intent to continue to incorporate these services into the medical plan administration.** Your proposal should assume that the following services will be provided:

- Provide a comprehensive EPO provider network with competitive discounts for Arizona participants as well as any out-of-state participants. Use of a wrap network outside Arizona is acceptable.
- Provide a network that includes a sufficient number of providers for acute hospitals, health care professionals, ancillary providers such as durable medical equipment, skilled nursing facility, home health, rehabilitation, hospice, transplant centers of excellence, and behavioral health providers.

WELLNESS BENEFITS ADMINISTRATION

The District's current medical program includes wellness benefits administration through AmeriBen. It is the District's intent to continue to incorporate these services into the medical plan administration. Proposals should include the following services:

Wellness Programs/Services

- Onsite Wellness Coordinator (full-time – would like to keep current coordinator who is an employee of Arizona Wellness Council.)
- Wellness Technology Platform for participant/member access, preferably within the TPA's online member portal
- Wellness Allowance of at least \$200,000, renewable each plan year over the contract period.
- Online Health Risk Assessment
- Distribute Incentives; these should not come out of the Wellness Allowance but rather be charged back to District.)
- 24/7 Nurse Call Line
- Onsite Health and Wellness Fair Support
- Wellness Coaching (weight, stress, and tobacco)
- Flu Shots – Onsite Discounted Services
- Any other services or improvements on current offering

Discount Services

Provide discounted programs for participants that include:

- Nutrition Counseling
- Massage
- Weight Loss Programs
- Gym Membership



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COBRA ADMINISTRATION

The current medical program includes COBRA administration by AmeriBen. **It is the District's intent to continue to incorporate these services into the medical plan administration.** Below is the frequency of each service for COBRA administration that the plan has experienced from July 1, 2025 through June 30, 2026:

Service	
COBRA Qualifying Events	~300
COBRA Participants	66
General Notices	70

There are currently 44 COBRA participants enrolled in the plan.

PHARMACY BENEFIT MANAGER (PBM)

The District currently provides carve-out PBM services. MedOne is the Retail PBM and VIVIO is the Specialty PBM. **The District would like to continue with carve-out Retail and Specialty – the Offer can be awarded with Retail and Specialty PBMs as separate vendors, or to one pharmacy vendor.** Your proposal should be based on matching the existing model and offer a prescription drug network of providers and discounts for this program, based on the following assumptions:

Please see **Questionnaire Part B** for additional information on the requested PBM services.

HEALTH SAVINGS ACCOUNT (HSA) ADMINISTRATION

Optum Bank has maintained the HSA administration since prior to 2022. There is currently no fee for the HSA administration services for the District. **This may be quoted as part of the medical plan administration or vendors may submit a separate proposal for this service as this Offer can be awarded to separate vendors, or to one vendor as part of the medical plan administration services.**

EMPLOYEE ASSISTANCE PROGRAM (EAP)

- The District currently provides EAP/behavioral health services through **Lyra**, which has been in place since 2022. **The District prefers that EAP/behavioral health services be integrated with the Medical TPA solution; however, standalone proposals are also invited and the District may award this service separately.**
- Proposals should include the following services:
 - Provide thorough patient assessment, recordkeeping, and evaluation on a short-term basis, including one-on-one EAP counseling. The proposed benefit must **meet or exceed the District's current benefit of up to seven (7) free coaching visits or seven (7) free therapy visits**, at no cost to the participant. Services must include referral to an appropriate provider for additional necessary services, taking into consideration the plan's network and benefit design.
 - Provide services to all employees and their dependents whether they are enrolled in the health plan or not.
 - Provide 24-hour access to an EAP counselor qualified to assess and triage cases. Maintain this 24-hour service seven days a week, through a toll-free number, including telephonic crisis counseling.
 - Provide education material to all enrollees eligible for the EAP (printing only, not mailing).
 - Provide initial training for the District's staff and appropriate managers and supervisors regarding the EAP program, proper referrals, early warning signs, problem employees, etc.
 - Provide orientation meetings, as requested by the District, for eligible employees and their families.
 - Agree to work with the District to establish performance guarantees.
 - Provide distribution and feedback from a patient satisfaction survey using a survey format approved for use by the District no less frequently than annually.
 - Provide quarterly and annual utilization statistics. Include a copy of your standard reporting package in your response to this RFP. (Note: Individual names are not to be identified).
 - Demonstrate the ability to exchange eligibility and other necessary data with the selected Medical TPA. Describe existing TPA integrations, if applicable, and the proposed approach to integration with the District's selected TPA



ATTACHMENTS

The following attachments are provided to assist Offerors in preparing their Proposals:

Attachment A: Current Medical Plan Benefit Summaries

Attachment B: Telehealth from AZ Blue Information

Attachment C: Current Employee Assistance Program (EAP) Information

Attachment D: Confidentiality Agreement and Intent to Propose

Attachment E: Questionnaire

Attachment F: Financial Pricing Exhibits

Due to HIPAA and confidentiality requirements, census and other confidential data are not included as attachments to this RFP. Offerors requesting access to confidential data must submit an Intent to Propose and an executed, unmodified Confidentiality Agreement (Attachment D) by the Census Data Request Deadline identified in the Estimated Timeline.

The Intent to Propose and Confidentiality Agreement shall be submitted to:

Jordan Mills, USI Insurance Services – jordan.mills@usi.com

Cristyna Hardin-Wallace, USI Insurance Services – cristyna.wallace@usi.com

Michelle Sorace, Kyrene School District – msorace@kyrene.org

An Intent to Propose is not required to submit a Proposal; however, both the Intent to Propose and Confidentiality Agreement are required to receive access to confidential census and claims data.



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OFFER AND ACCEPTANCE FORM

The Undersigned hereby submits an Offer and agrees to furnish the services described in the Solicitation in compliance with all terms, conditions, specifications, amendments, and any written exceptions identified in the Offer

For clarification of this Offer, contact

Name: _____

Email: _____

Federal Employer Identification No. _____

Phone: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

E-Mail: _____

Printed Name: _____

City State Zip

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 and Offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O), A.A.C. R7-2-1003(J) and A.A.C. R7-2-1024(B.1.q) have occurred.
 2. The 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 Offeror is in compliance and shall remain in compliance with the Export Administration Act.
 6. In Accordance with A.R.S. § 35-393, the Offeror is not engaged in and for the duration of the contract will not engage in a boycott of Israel.
 7. In Accordance with A.R.S. § 35-394, the Offeror is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors, or suppliers thereof.
 8. In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
 9. By submission of this Offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 10. By submission of this Offer, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

ACCEPTANCE

The Offer is hereby accepted for the services awarded by the District.

The Contractor is now bound to provide the services awarded by the District in accordance with this Solicitation, including all applicable terms, conditions, specifications, amendments, the Contractor's Offer as accepted by the District, and any resulting contract documents.

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

This contract shall henceforth be referred to as Contract No. K27-03-31, Medical TPA and Related Employee Benefit Services

Date Awarded _____

Authorized Signature of School District Official _____



DEVIATIONS / EXCEPTIONS

Directions: Identify all deviations or exceptions to the requirements of this RFP, including the Scope of Work, plan design requirements, Questionnaire, contract terms, insurance requirements, or other solicitation requirements.

Clearly identify any current plan benefit or administrative requirement that the Offeror cannot administer as stated. Do not state "see proposal" or rely on standard benefit summaries, contracts, or other materials for the District to identify differences.

Any proposed contractual exception or alternative provision must be specifically identified on this form. If additional space is needed, attach additional pages and reference the applicable RFP page, section, or question number.

If there are no deviations or exceptions, indicate "N/A." In the absence of any identified deviation or exception, the Offeror's Proposal will be considered in full compliance with the requirements of this RFP.

Name of Company: _____

Signature: _____

DEVIATIONS / EXCEPTIONS	
Reference in RFP (Page #/Question #)	Deviation / Exception



Confidential/Proprietary Submittals (mark one):

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

_____ Confidential/Proprietary materials have been included with this Offer.

Offerors must specifically identify below each portion of their Offer claimed to be confidential or proprietary in accordance with the Uniform General Terms and Conditions. **The District will review only the specific portions identified below and will not review the entire Proposal to identify information that may be considered confidential or proprietary.**

If an Offeror identifies any information as confidential or proprietary, the Offeror must also submit a separate redacted copy of its Proposal with only the specifically identified confidential or proprietary information redacted. The redacted copy must otherwise be identical to the original Proposal and clearly labeled "REDACTED COPY."

Identification of information on this form and submission of a redacted copy do not guarantee that the information will be withheld from public disclosure. The District will make the final determination regarding disclosure in accordance with applicable law.

Requests to designate the entire Proposal or the Financial Pricing Exhibits as confidential or proprietary will not be considered.

Questionnaire Number	Page Number

Firm Name

Authorized Signature



DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Company Name:

Printed Name:

Signature of Authorized Company Official:

Date:



PENDING LAWSUITS EXHIBIT

Describe any pending lawsuits, or lawsuits concluded within the past five (5) years, involving your organization that are material to the services proposed under this RFP or that may reasonably affect your organization's ability to perform the resulting contract. If none, indicate "None."

Company Name:

Printed Name:

Signature of Authorized Company Official:

Date: _____



Financial Pricing Certification.

The **Financial Pricing Exhibits (Attachment F)** and any supplemental pricing information submitted with the Proposal have been reviewed for accuracy and are hereby submitted to Kyrene Elementary School District.

Questions specifically related to the Financial Pricing Exhibits should be addressed to:

Firm Name: _____

Title: _____

Email address: _____

Telephone: _____

Printed Name: _____

Authorized Signature: _____



BONFIRE SUBMISSION INSTRUCTIONS

Kyrene School District utilizes an online public portal known as **Bonfire** to accept electronic Proposals. **All Proposals must be submitted electronically through Bonfire. Hardcopy submissions are not required.**

Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission or visit the Bonfire Help Center.

Please follow these instructions to submit your Proposal through the Bonfire public portal.

1. Prepare your submission materials

- Review the Requested Information in Bonfire and note the type and number of files allowed. The maximum upload file size is 100 MB.
- Do not embed documents within uploaded files, as embedded documents may not be accessible or evaluated.
- Offerors claiming confidential or proprietary information must submit both an **unredacted Proposal** and a **separate redacted copy** as required by the Confidential/Proprietary Submittals form.

2. Upload and submit your Proposal through the District's Bonfire portal:

<https://kyrene.bonfirehub.com/portal>

Your Proposal must be **uploaded, submitted, and finalized prior to the Proposal due date and time:**

October 2, 2026 at 11:00 AM Arizona Time

Offerors are strongly encouraged to allow sufficient time for uploading and finalizing their submission. The District recommends beginning the submission process at least one (1) day prior to the deadline.

Important Notes:

- Submitted materials will not be accessible to the District for evaluation until after the Closing Time.
- Uploading large documents may take significant time depending on file size and internet connection speed.
- Offerors should confirm that all required documents have been successfully uploaded and submitted.
 - Bonfire will provide an electronic confirmation when the submission has been finalized.