INVITATION FOR BID NO. B-22-18-22

BID DUE DATE: October 26, 2021 @ 11 a.m.

LOCATION for mail/bid delivery: Sunnyside Unified School District No. 12
Warehouse Building/Purchasing Department
2241 E. Wieding Road
Tucson, Arizona 85706

Please note, bids delivered to any other address than the Warehouse building or Purchasing Department will be deemed non-responsive and will not be considered for award.

Material and/or Service: Purchase and Service of CNC Vertical Machining Center

In accordance with 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, Bids for the material or services specified will be received by the Sunnyside School District, at the above specified location, until the time and date cited. Bids received by the correct time and date shall be opened and the name of each bidder, the amount of each bid, and other relevant information deemed appropriate by the school district shall be recorded. All other information contained in the Bid shall remain confidential until award is made and the bids submitted by bidders and all information contained within will be available for public inspection. Late bids will not be considered.

Bids must be submitted in a sealed envelope and marked plainly on outside of envelope the invitation for bid number, the bidder’s name, and address. Bids must be submitted on the forms provided by this office; otherwise, they will not be considered.

SUSD reserves the right to accept or reject any bid or any part thereof; unless specified otherwise, and to waive any informalities in any bid (for any reason whatsoever), deemed by us to be for the best interest of the District.

Any questions related to a request for bid shall be directed to the contact person whose name appears below.

CONTACT PERSON: Joel Martinez
PHONE NUMBER: 520 545-2052
DATE: 10/12/2021

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION FOR BID.

Authorization:

Joel Martinez, Purchasing Supervisor
EMAIL: JoelMa@susd12.org
GENERAL INFORMATION, INSTRUCTIONS AND REQUIREMENTS:

Purpose
This solicitation is to acquire a CNC Vertical Machine Center and Services for the machine for the Sunnyside Unified School District No. 12.

Terms and Conditions
The submission of a bid will indicate that the bidder has read the terms and conditions, understands the requirements and that the bidder can supply items specified.

No contract exists on the part of the school district until a written purchase order is executed. Issuance of a purchase order will be considered sufficient notice of acceptance of contract.

Prices shall be stated in units as specified (excluding sales tax) and the extension (excluding sales tax) on each item in the bid. In the event of conflict between the unit price and extension, the unit price shall govern.

Failure to examine any specifications and/or instructions will be at bidder’s risk.

All prices shall be F.O.B. Sunnyside Unified School District No. 12.

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

Any contract issued from this bid is subject to cancellation pursuant to A.R.S. 38-511.

Samples
Samples may be requested after bid opening. Samples must be provided, if requested, within one week of request (unless other arrangements have been made). Otherwise, bidder will not be considered. The samples received will be used to determine quality, durability, and compliance with bid specifications. All sample(s) are to be of the same quality as those to be supplied by the successful bidder(s) upon bid award. They must be tagged showing item number and company name. They shall be free of charge and be submitted and removed by the bidder at their expense. Award samples may be held for comparison with deliveries. The district shall not be held responsible for any sample damaged or destroyed in examination or testing. Samples not removed within thirty days after notice to the bidder will be regarded as abandoned and the School District shall have the right to dispose of them as its own property.

Brand Name
Specific brand of merchandise, supplies, or equipment used in the specifications is done to indicate general character or quality desired, or to match an item already in use. Such references are not intended to limit or restrict bidding by other vendors.

If specific items are not available, please bid on suitable alternates. Bidder must be prepared to submit a sample of alternate at no cost to the District.

Consideration will be given to bids on other brands quoted as “equal”. However, the Sunnyside Unified School District will be the sole judge on the question of “equal quality”. After each item, full brand name, model number, etc., must be written on the bid form by all bidders. If “other brand” is not shown in writing on the bid form, it will be assumed that bidder is quoting on the specified item and bid will be awarded accordingly.

Descriptive literature must accompany all bids.
Successful vendor providing services shall be required to inform SUSD if they employ any ARIZONA
STATE RETIREMENT SYSTEM Retirees collecting ASRS pension. If so, vendor shall, as a condition of
acceptance:

1. Provide the names of all ASRS retirees it employs
2. Provide on a biweekly basis, by ASRS retiree the amount of total wages it paid those
   individual during that period in connection to services to SUSD#12
3. Reimburse Sunnyside Unified School District the amount of “Alternate Contribution Rate”
   (ACR) the District had to pay ASRS as a result of #2. The current ACR rate is 9.36% of
total wages and this rate is subject to change annually as determined by ASRS.”

Compliance with Specifications

Sunnyside Unified School District reserves the right to cancel order and return any item awarded on bid; if
after delivery, it is found not matching minimum specifications, or of poor quality, or not matching sample
provided, or delivery is later than specified in bid.

Delivery of Bid Item(s):

Delivery to be F.O.B. Sunnyside Unified School District No. 12. Prompt delivery is of the essence and may
be a factor in bid award. Bidder must indicate delivery time following receipt of a purchase order on the bid
form.

Failure to deliver order within the specified time frame may result in purchase order cancellation.

Price Clause

Prices must be firm for a period of sixty days following opening of sealed bid unless otherwise stated in the
terms of the contract period. After initial contract term and prior to any contract renewal, the Sunnyside
School District will review fully documented requests for price increases and may at its sole option accept
any changes or cancel from the contract those items concerned. The vendor shall likewise offer any published
price reduction, during the contract period, to the District concurrent with its announcement to other
customers. All price adjustments will be effective upon acceptance of the SUSD Purchasing Department.

In the best interest of the district, we reserve the right to increase or decrease quantities as shown, or to place
subsequent orders with successful bidder(s).

Tax Requirements

Bidders located in Arizona shall add sales tax to total of bid. (Do not include tax with individual items).

Bidders located outside of Arizona shall indicate tax charged, and the School District shall pay the tax to
bidder.

Bid Protest

Any formal protest of bid must be filed with Brenda Maloney (District Representative), 2238 East Ginter
Road, Tucson, Arizona 85706, phone number (520) 545-2042 Protest shall be filed within ten days after the
protester knows or should have known the basis of the protest, whichever is earlier.

Evaluation Criteria

Bid award(s) to be on a per item, all or none, group of similar item(s) basis, or whatever is in Sunnyside
School District’s best interest. The Sunnyside Unified School District reserves the right to evaluate and/or
purchase any item whether offered at a higher or lower price, within reason, if we consider it to be in the best interest of the District. The School District’s decision shall be final. Price alone may not be the sole factor in making bid award(s).

Bid award(s) to be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and evaluation criteria set forth in the invitation for bids.

The bid will be initially evaluated for conforming to the requirements of the IFB. All those responsible and responsive bidders who met the technical requirements will then be evaluated for pricing and specifications of products/services.

The evaluation criteria for this solicitation are as follows: 1) conformance to the terms and conditions in the solicitation; 2) completeness of the bid and required forms; 3) price; 4) availability of maintenance beyond warranty period; 5) references and past performance information (PPI) review; and 6) other specific evaluations described in R7-2-1031; transportation costs; ownership costs; and/or life cycle costs.

Award Basis

1. The contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements set forth in the solicitation per R7-2-1031 requirements. The District will accept partial offers for award and reserves the right to make a partial award and/or multiple awards to more than one offeror. The award will be limited to the least number of offerors that the District determines is necessary to meet the needs of the District and will be determined in writing prior to making an award.

When determining whether to award multiple contracts, the District may consider a variety of factors, including without limitation: District’s experience with existing products and systems, brand continuity for parts replacement, increased demand for goods or services, a single Contractor’s ability to provide for District’s needs, bonding capacity, Contractor’s location and service areas, District’s past experience with Contracts for similar product/services, and other relevant criteria, including the criteria set forth in school district procurement code R7-2-1024(B)(1)(D): whether contracts will be awarded by individual line items or groups of line items, by increments, or by designated regions or locations.

If a vendor receives a contract award, an order is placed and vendor is unable to meet the delivery requirements, meet service requirements, or material that meets the Districts needs as outlined in this Solicitation, or is unable to hold proposal price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with the specifications, as determined by the District, the District reserves the right to go to the next lowest proposal price of equal quality which meets specifications. If the item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, vendor must pick up item immediately and replace to each District’s satisfaction at no additional charge, or issue full credit, for service a return visit must be scheduled within 24 hours. Rejected items must be removed from the District’s premises by the vendor upon verbal notification.

TERMINATION FOR CONVENIENCE

The school district reserves the right to terminate the contract in whole or in part anytime for the convenience of the school district without penalty recourse. The procurement officer shall give written notice to the contractor of the termination at least thirty days before the effective date of the termination.

INSURANCE

The successful bidder agrees to obtain and maintain comprehensive general liability insurance with bodily injury limits of $1,000,000 per occurrence, property damage limits of $500,000 per occurrence, including completed operations, personal injury, and contractual coverages. Certificates of Insurance evidencing such coverages will be supplied to SUSD and will have a clause providing that 15 days written notice of proposed
action will be given to SUSD by the insurance company before cancellation, reduction, restriction, or limitation of coverage, which notice shall be evidenced by a return receipt of a registered or certified letter.

In addition, the successful bidder agrees to obtain and maintain worker’s compensation and employer’s liability insurance in conformity with state law.

INDEMNIFICATION
The successful bidder shall indemnify and save harmless SUSD from and against all claims, suits, actions, liability, loss, damage, and expense arising from any negligent action or negligent omission of the vendor or any subcontractor of the vendor under this contract or any of their respective agents or employees in connection with the performance of this contract.

Non-Collusion and Anti-Competitive certification
The Offeror must certify that their bid submission is genuine and not a sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, or any other person, firm or corporation to refrain from offering, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

The Bidder or Offeror has not given, has not offered to give, or does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a District official or employee in connection with the submitted Offer

SUSPENSION OR DEBARMENT
Sunnyside School District may, by written notice to the contractor, immediately terminate this contract if Sunnyside School District determines that the contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement unit or other governmental body. To be eligible for award offeror must declare if at any time they have been suspended, debarred, or otherwise lawfully prohibited from participating in any public procurement activity. This statement is included on the Offer and Acceptance form on the last page of this solicitation.

Registered Sex Offender Restriction.
Pursuant to this bid, the successful bidder by acceptance of award of this bid and a purchase order, agrees by acceptance, that no employee of the successful bidder or a sub-contractor of the successful bidder, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The successful bidder further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District’s discretion.

Conflict of Interest.
As per A.R.S. #38-503, each bidder is to disclose any substantial interest that they have with a Sunnyside Unified School District employee or Governing Board Member. All parties hereby are put on notice that this Contract is subject to termination if any District employee or Governing Board member has substantial interest in the firm and/or services and has not followed State and District rules governing orders in such interest.

Contractor’s Employment Eligibility
By entering into 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.

**Terrorism Country Divestments**

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

**Scrutinized Business Operations**

Per A.R.S. 35-391 and A.R.S. 35-393, the School District is prohibited from purchasing from a company with scrutinized operations in Iran or Sudan.

**Employee Eligibility Verification**

Each contractor shall warrant compliance with all federal immigration laws and regulations that relate to their employees and that they have verified employment eligibility of each employee through the E-Verify program. The contractor shall acknowledge that a breach of the warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of the contract.

The contractor further acknowledges that the School District retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure compliance by the contractors or subcontractor.

**Fingerprinting of Employee Requirements**

A contractor, sub-contractor or vendor or any employee of a contractor, subcontractor or vendor, who is contracted to supply services on a regular basis (at least five (5) times during a month) shall at its own expense, obtain a valid fingerprint clearance card in accordance with A.R.S. 15-512 (H).

A copy of the valid fingerprint clearance card shall be supplied to the District upon request. An exception to this requirement may be made as authorized in Governing Board policy.

**Immigration Non-Discrimination**

In compliance with the Constitution of the United States and the U. S. Supreme Court's 1982 opinion in *Plyler v. Doe*, 457 U.S. 202 (1982), Sunnyside Unified School District educates all Arizona resident students regardless of their immigration or citizenship status, or that of their parents. It is SUSD's belief and intention that its schools should be a safe place for students to learn and thrive in an environment free from investigation and enforcement of immigration status.

Unless specifically required by court order or other legal process or laws related to employment or the enrollment of students in college level joint/dual enrollment courses, Sunnyside Unified School District employees are prohibited from investigating or reporting to any state or federal official information regarding the immigration or citizenship status of any student or parent. To the extent that such information regarding the student is contained in student education records, no employee may disclose it unless specifically permitted under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

Sunnyside Unified School District requests that all vendors, volunteers, and visitors at SUSD schools or SUSD school-sponsored events refrain from investigating and enforcing actions related to immigration status. Failure to honor this request may result in the termination of business relationships and/or a prohibition from entering District property or attending District-sponsored events.

**Small Business, Minority Owned Firms, and Women’s business Enterprises**
The District shall make a positive effort to utilize small businesses, minority owned firms, and women’s business enterprises, labor surplus area firms whenever possible. Contractors awarded under this solicitation are required to take affirmative steps to include small businesses, minority owned firms, women’s business enterprises and labor surplus area firms when sub-contractors are required.


Byrd Anti-Lobbying Amendment. Pursuant to 31 USC 1352, the awarded vendor must submit a Certification Regarding Lobbying and Disclosure of Lobbying Activities which conforms in substance with the language provided in Appendix II to 2CFR§200(I). Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, and U.S. Code. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions. Pursuant to 31 USC 1352, the FSMC must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Appendix II to 2CFR§200(I).

The awarded vendor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. “Substantially” means the final processed product contains over 51% domestically grown agricultural commodities.

This provision applies to all food purchases paid from the nonprofit school food service account.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request.

(1) Exceptions include:
(a)The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality, or
(b)Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

(2) To be considered for the alternative or exception, the request must be submitted in writing to a designated official of the District, a minimum of 30 days in advance of delivery. The request must include the:
(a)Alternative substitute(s) that are domestic and meet the required specifications:
(i)Price of the domestic food alternative substitute(s); and
(ii)Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
(b)Reason for exception: limited/lack of availability or price (include price):
(i)Price of the domestic food product; and
(ii)Price of the non-domestic product that meets the required specification of the domestic product.

(3) Buy American exceptions should be kept on file for review.

The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws. All offers for Construction Services must include written certification that the Contractor, and all Subcontractors employed on
the Project, shall possess valid Arizona Contractor's Licenses as required by law. This form is included with construction bids.

Bidders who fail to respond to invitations for bids for two consecutive procurements of similar items or services may be removed from the Sunnyside School District master bidder's list. A notice will be sent if you have not responded to two consecutive bids.

**Contract Period:**

It is the intent of Sunnyside School District to award a one-time agreement for the purchase of a CNC vertical machining center.

Bidders who fail to respond to invitations for bids for two consecutive procurements of similar items or services may be removed from the Sunnyside School District master bidder's list. A notice will be sent if you have not responded to two consecutive bids.

SEE PAGES 14 and 15 FOR THE REQUIRED FORMS ATTACHED TO THIS SOLICITATION.

**Delivery of Bid Items:**

Delivery to be F.O.B. destination, freight prepaid to the SUSD Maintenance Department, 2241 East Wieding Road, Tucson, Arizona 85706, in quantities requested by SUSD Maintenance personnel on an "as needed" basis. Prompt delivery is of the essence and may be a factor in bid award. Therefore, bidder must indicate delivery time following receipt of an order on the bid form.

Failure to deliver order within the specified time frame may result in purchase order cancellation.

Following bid award, a blanket purchase order will be issued to the successful bidder(s). Actual quantities of award materials requested by SUSD and delivered by vendor will be charged against this blanket purchase order.

All deliveries shall be accompanied by delivery tickets or packing slips indicated with the School District purchase order number, vendor name, and name of article,

**Indicate number of days for delivery after receipt of order:**

The District reserves the right to extend the time of contract as indicated above for thirty (30) day periods up to a maximum of three (3) extensions. Such extensions shall become effective upon mutual written agreement between the District and the vendor(s).

**Quantities:**

Quantities listed are estimates of purchases the School District intends to purchase during the year. The figures represent approximate purchases. Sunnyside School District does not guarantee the purchase of any of the estimated amounts. Successful bidder will take contract with this in mind.

Ordering Procedure:

**Price Clause and contract period**

It is the intent of Sunnyside School District to award a one-time agreement for the purchase of a CNC vertical machining center. Price stated from ninety (90) days only will require written documentation of cost increases to the vendor for price increases to the Purchasing Department. The Purchasing Department may at its sole option, accept any charges or cancel from the bid those items concerned. The successful bidder shall likewise offer any published price reduction to the Purchasing Department concurrent with its announcement to other customers. All price adjustments will be affective on acceptance by the S.U.S.D. Purchasing Dept.
<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>QTY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE:</th>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EACH</td>
<td>SMTC-30-40T, Side-Mount Tool Changer, 40 taper, 30+1 tools</td>
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<tr>
<td>2</td>
<td>1</td>
<td>EACH</td>
<td>Haas 4th-axis drive</td>
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<td>3</td>
<td>1</td>
<td>EACH</td>
<td>Haas 5th-axis drive, Wireless infinitive probing system; Renishaw. Include the haas visual programming system macros spindle orientation and coordinate relation and scaling</td>
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<td>4</td>
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<td>Chip Auger</td>
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<td>EACH</td>
<td>Enclosure Exhaust System</td>
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<td>6</td>
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<td>Dynamic Work Offsets and Tool Center Point Control</td>
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<td>7</td>
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<td>Chip Tray Filter Kit</td>
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<td>8</td>
<td>1</td>
<td>EACH</td>
<td>TRT160-160mm (6.3&quot;) tilting 2-axis rotary table sigma 5 servomotor drive, for use on 2011 or newer haas mills requires a haas mill with 4th and 5th-axis drives for true 4th and 5th-axis operation. Requires software version NGC 100.18.000.1030 or later to work with DWO/TCPC option</td>
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Subtotal: $

Taxes: $

Total: $

Delivery and rigging needs to be charged by the company

Please indicate if training is offered, if so is there an additional fee, and how long the is the training:

$ ____________________________

Please indicate if a warranty is included:


Please indicate price for an extended warranty: ____________________________
Please indicate if applications support is provided with the purchase: _________ If Yes, please indicate the type of support? __________________________

Please indicate Freight Shipping charges: $ __________

Please indicate if Rigging into delivery facility by forklift is provided: __________

If Yes, please indicate price $ __________

The next 2 pages must be completed and returned with your offer
OFFER AND ACCEPTANCE

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

Arizona Transaction (Sales) Privilege Tax License No.: For clarification of this offer, contact:

__________________________

Federal Employer Identification No. Name:

__________________________

Tax Rate: Phone:

__________________________

Company Name Fax:

__________________________

Address Email:

__________________________

City State Zip Printed Name

Title

CERTIFICATION

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Arizona Governor’s Executive Orders 2004-29 and 2009-09 or A.R.S. 41-1461-1465.
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 the 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 does not engage in a boycott of Israel. Please note Unless and until the District Court’s injunction in Jordahl v. Bromwich, 336 F.Supp.3d 1016 (D.Ariz. 2018) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it. This attachment (Participation in Boycott of Israel) is not a mandatory part of the offer as long as the injunction remains in place. Offers will not be evaluated based on whether this certification has been completed.
7. In accordance with A.R.S. 15-512, the offeror shall comply with fingerprinting requirements unless otherwise exempted.
8. The offeror certifies by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating this this transaction by any federal department or agency.

ACCEPTANCE OF OFFER (Purchasing Office Use Only)

The offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor’s Offer as accepted by the school district/Public Entity.

This contract shall henceforth be referred to as Contract No. ____________.

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

Awarded this ______ day of ____________________ 20__

____________________________

Authorized Signature
Firm: ____________________________________________
________________________________________________
________________________________________________
________________________________________________
(business name, address and telephone number)

Project Name: B-22-18-22
Purchase and Service CNC Vertical Machining Center

Completed forms must be returned to
Sunnyside SUSD #12 Purchasing Department
Or emailed to Joelma@susd12.org

As per A.R.S. #38-503, a Conflict of Interest states "Any public officer or employee of a public agency who has, or whose relative has, a substantial interest in any contract, sale, purchase or service to such public agency shall make known that interest in the official records of such public agency and shall refrain from voting upon or otherwise participating in any manner as an officer or employee in such contract, sale or purchase". Therefore, each bidder/offeror must disclose any substantial interest that they may have with a Sunnyside Unified School District employee or a Governing Board Member. All parties hereby are put on notice that this Contract is subject to termination if any District employee or Governing Board member has substantial interest in the firm and/or services and has not followed State and District rules governing orders in such interest.

The offeror must also certify that there has not been an offer to give, or does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a District official or employee in connection with the submitted offer.

This form must be completed by a representative of the submitting Firm who has the authority to execute this form. The Representative attests that he or she has the authority to execute this form and has sufficient knowledge to address Conflicts of Interest and under the penalty of perjury, the information submitted is true, complete and accurate. The company representative completing this form shall execute their signature in the appropriate area.

To report a Conflict of Interest:

I do hereby certify that I believe there may be a potential conflict of interest related to a family member's employment by the District, a personal relationship with an employee of the District or a relationship to a Governing Board Member.

Please list the employee’s name, worksite and job title: ____________________________

________________________________________________

Print Name ______________________________________________________________________

Signature of Authorized Representative ____________________________ Date _______________

If no conflict has been identified as described above. Please complete the following information.

On behalf of ________________________________ (list Offeror’s name) do hereby certify that no employee of this Firm has a Family member employed at Sunnyside Unified School District #12, a personal relationship with an employee of the District or a relationship to a Governing Board Member, nor has there been an offer to provide any gratuity in any form to the aforementioned.

Print Name ______________________________________________________________________

Signature of Authorized Representative ____________________________ Date _______________

Name of Firm ________________________________ (Completed forms must be returned to: Sunnyside SUSD #12 Purchasing Department or may be emailed to Joelma@susd12.org)