



INVITATION FOR BID NO. **RFP 22-19-26**

BID DUE DATE: Wednesday January 19, 2022 at 1p.m. (Local Time)

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: **Mathematics Curriculum for Grades Kindergarten – 5<sup>th</sup> Grade**

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 the outside of the 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: 1/3/2022**

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

Authorization:

A handwritten signature in blue ink, appearing to read "Joel Martinez", is written over a horizontal line.

Joel Martinez, Purchasing Supervisor  
EMAIL: [Joelma@susd12.org](mailto:Joelma@susd12.org)

## SPECIAL TERMS AND CONDITIONS

**PURPOSE:** To provide mathematic curriculum to grades Kindergarten to 5<sup>th</sup> grade District Wide.

1. **EVALUATION SCHEDULE:** The proposals will be initially evaluated for conforming to the requirements of the RFP. Then a technical score will be given. The proposals with the two highest scores may be interviewed and businesses inspected to determine the best interest of the district.
2. **TERMS OF AWARD(S):** It is the intent of the school district to issue a contract for the period as indicated in the scope of services.
3. **AWARD BASIS:** Successful vendor will be determined by Evaluation Criteria as indicated in the bid. Awards will not be made based on price alone. The district reserves the right to arrange for discussions to assist in the evaluation of proposals in accordance with A.A.C. R7-2-1047. Any deviations from the general terms and conditions or exceptions taken shall be described fully and appended to the proposal form on the vendor's letterhead over the signature of the person signing the proposal form. Such appendages shall be considered part of the vendor's formal proposal. For the absence of any statements of deviation or exception, the proposal shall be accepted as in strict compliance with all terms and conditions.  
If a vendor receives a proposal award, an order is placed and vendor is unable to meet the delivery requirements, meet service requirements, or material that meets the District's needs as outlined in the Request for Proposals, or is unable to hold proposal price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with proposal specifications, as determined by the District, the District reserves the right to go to the next lowest proposal price of equal quality which meets proposal specifications. If the proposal item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, 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 rescheduled within 24 hours. Rejected items must be removed from the District's premises by the vendor upon verbal notification.
4. **EVALUATION:** In accordance with R7-2-1041 through R7-2-1050 and ARS 41-2534, award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Sunnyside School District

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

Evaluation criteria are listed below in their relative order of importance:

- a. 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. This criteria will be worth 20 points.
- b. District's assessment of the Offeror's abilities to meet and satisfy the needs of the District, taking into consideration additional services, or expertise offered, that exceed the requirements, or the vendor's inability to meet some of the requirements of the specifications. This criteria is worth 15 points.
- c. Cost – While cost is a significant factor in considering the placement of the awards, it is not the only factor. This criteria is worth 25 points
- d. Past performance. This criteria is worth 10 points.
- E. Information obtained by the District from Offeror's references or other clients. This criteria is worth 10 points.
- f. Responsiveness of the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP. This criteria is worth 5 points

5. BILLING: The successful bidder is to provide a monthly statement of the services provided.
6. NON-COLLUSION STATEMENT: Each proposal shall include a signed Non-Collusion Statement. The statement is enclosed and can be found in the final pages of this document.
7. Award may be made on an all or none basis or to multiple Offerors. Partial offers will be considered for award

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."

### **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 – R7-2-1153. Any formal protest of the RFP must be filed with Brenda Maloney, Director of Financial Operations (District Representative), 2238 E. 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.

### **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 act 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.

### **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.

### **PROPRIETARY/ CONFIDENTIAL INFORMATION**

Each vendor is to indicate in his or her proposal if anything is proprietary or confidential in nature.

### **INFORMATION ABOUT OUR DISTRICT**

The Sunnyside School District has approximately 14,500 students K-12.

### **INCLUDE WITH YOUR PROPOSAL THE FOLLOWING INFORMATION;**

1. Length of time your firm has been in business under their current name.
2. Length of time your firm has been doing business in Arizona.
3. Length of time your firm has been providing services offered.
4. All offerors must demonstrate the willingness and capability of services as specified within this RFP.
5. All offerors must include a list of three (3) customers for references who have used this vendor's services and the time period used. Any customer listed for reference must be currently operating under an identical or substantially similar service to the proposed. For each reference indicate name of firm, address, contact person, telephone number and date the service began.

**Registered Sex Offender Restriction.** Pursuant to this RFP, the successful bidder by acceptance of award of this RFP 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.

**PRICE CLAUSES:**

Prices shall be firm for the initial term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the proposal. Your firm is to indicate the cost of each service.

**PURPOSE:**

The purpose of this RFP is to contract with qualified firm(s) or individual(s) to perform in accordance with RFP requirements and specifications as set forth in the Arizona Procurement Code.

**CONTRACT AWARD:** Where applicable, the School District Reserves the right to make multiple awards or to award a contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District.

**CONTRACT PERIOD:** It is the intent of the District to award an agreement from the time of award through to the end of the 2022 fiscal year. Providing funds are appropriated to support continuation of performance in a subsequent fiscal period, contract may, by mutual agreement between the awarded firm/person and Sunnyside Unified School District No. 12, be extended on a fiscal year-to-year basis. Contract renewal will also be based on the performance of successful bidder and what is in the best interest of Sunnyside School District. The total time of contract will not to exceed five (5) years.

**Background:**

Sunnyside Unified School District #12 consists of 14 elementary schools, 4 middle schools, and 3 high schools. Enrollment is currently 14,500 students with moderate growth predicted for the next several years. Any contract issued from this RFP is subject to cancellation pursuant to A.R.S. 38-511.

**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, 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.

## **Federal Requirements**

Contractor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375. In such projects, Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the District for their files. In addition, to comply with the Copeland Act, Contractor must submit weekly payroll records to the District. Contractor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with Federal grant monies, Contractor additionally agrees to comply with the administrative requirements for grants and cooperative agreements to state and local governments (24 CFR, Part 85, subpart 36 – procurement). This compliance includes sections regarding requirements and regulations pertaining to reporting; patent rights; copyrights; and applicable standards, orders or requirements issued under: Section 306 of the Clean Air Act; Section 508 of the Clean Water Act; Executive Order 11738; EPA regulations; and standards and policies related to the Energy Policy and Conservation Act.

All federally assisted contracts that exceed \$10,000 may be terminated by the federal grantee for noncompliance by Contractor. In projects that are not federally funded, Offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this Solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

If federal grant monies are spent under this contract, Contractor may be asked to provide additional information, disclosures and/or certification in compliance with federal regulations. This additional documentation may pertain to, but is not limited to, the following: federal lobbying (Section 319 of Public Law 101-121), international shipping, Clean Air Act, Clean Water Act, and debarment/suspension status.

**Equal Employment Opportunity. The awarded vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60). Appendix II to 2CFR§200(C)**

**Contract Work Hours and Safety Standard Act. The awarded vendor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). Appendix II to 2CFR§200(E)**

**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

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, whenever possible

#### **Non Collusion/Anti-Competitive Practice Certification**

The Offer is genuine and not made in the interest of, or on behalf of, any persons not herein named. The Bidder or Offeror, including its owners, employees, and agents, have not directly or indirectly induced or solicited: (i) a Bidder to put in a sham Offer; (ii) any other person, firm or corporation to refrain from submitting an Offer; or (iii) in any other manner sought to secure for itself an advantage over any other Bidder or Offeror or to produce a deceptive show of competition in the matter of the Offer or Award of a Contract under the Solicitation.

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.

#### **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.

#### **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

**Fingerprinting 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. 41-1758.

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.

Bidders who fail to respond to Request for Proposals 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 Request for Proposals.

**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 Part99).

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.

SEE PAGES 9 and 10 FOR THE REQUIRED FORMS THAT MUST BE RETURNED WITH YOUR OFFER

**SCOPE OF SERVICES/SPECIFICATIONS & ADDITIONAL INFORMATION:**

Sunnyside School District is requesting information from interested bidders to provide a mathematics curriculum for grades Kindergarten - 5th grade.

The Sunnyside Unified School District currently uses Open Education Resources (OER) for grades K - 5. The School District is seeking information for a curricular program that includes the following and will be the basis upon which programs will be evaluated:

1. High interest instructional materials that focus on building mathematics fluency, enhancing mathematical conceptual understanding, and providing opportunities for application of mathematical concepts.
2. Grades K - 5 scope with flexibility to address math abilities regardless of age/grade level (low floor / high ceiling).
3. Daily multi-tiered mathematical instruction and problem solving, formal and informal assessments to provide all students the targeted instruction needed to become successful math learners.

4. Effective instructional principles embedded in content.
5. Designed to build computational fluency.
6. Uses multiple representations for visualizing math.
7. Provides embedded language support throughout intervention.
8. Specialized information to differentiate instruction to focus on raising math achievement scores of English-Language Learners and students with Special Education needs.
9. The system is built on scientifically based research principles of effective instructional strategies for math.
10. Assessment framework to determine students' math levels and areas of weakness.
11. Deliberate development of 21st Century technology skills.
12. Monitoring procedures to track student growth.
13. Extra practice to extend learning.
14. Research outcomes that demonstrate the effectiveness of the program with student populations like Sunnyside School District.
15. On-going coaching and professional development available as needed to ensure effective program implementation.
16. Focus on site teachers, coaches, and administrators and collaborate with District Curriculum Directors, Math Coordinator and any additional administrative instructional leaders.
17. Consultants have the capacity to provide initial training and 10-30 support days for on-going training as needed. Times and occurrences based on need and data analysis.
18. Any web-based components of the system are fully compatible with current Chrome and Firefox browsers
19. Data integration, access and/or sharing requirements are FERPA compliant; all data transmissions are fully encrypted.

#### PROPOSAL FORMAT

The original and one (1) electronic copy of the proposal shall be submitted on CD-Rom or flash drive. Offerors shall submit sufficient information with their proposals that will allow the District to accurately evaluate the capabilities and effectiveness of the submitting firm. The following format and information shall be submitted by each offeror:

1. **Background information:** Offeror shall provide detailed information on the type of business, length of time doing business, and location of business, number of employees, training programs for employees, etc.
2. **Key individuals assigned to District:** Offeror shall clearly detail the personnel that will be assigned to the District for the duration of the project. This information shall include sufficient background information on the personnel to include educational history, advanced degrees, certifications, number of workshops given, length of time doing this type of service.
3. **Scope of Services:** Offerors shall provide a detail on the scope of services, that will be made available to the District. This will be a detailed listing of capabilities, resources, etc., that will be available to the District if awarded a contract. This shall include the specifics on all your costs of services available.
4. **Experience:** Offerors shall provide a minimum of three clients where similar services have been performed. Information shall include name of account, contact person, phone number, and brief review of services performed. Preference may be given to those offerors able to list educational clients Pre-K-12.
5. **Fee Schedule:** Offerors shall provide specific detail by section on their fee schedule. All though a flat hourly rate is preferred, a sliding scale, and/or commission schedule may be proposed. The fee schedule shall be complete covering all potential costs points including correspondence and travel (if necessary).

**Please include the following required forms 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:

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

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

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

Signature of Person Authorized  
To sign offer

Address \_\_\_\_\_

Printed Name \_\_\_\_\_

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

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. Brnovich*, 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 are 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

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

**Sunnyside Unified School District #12**  
**VENDOR RELATIONS TO SUNNYSIDE SCHOOL DISTRICT EMPLOYEES**  
**Conflict of Interest Certification**

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

Project Name: RFP 22-19-26

Completed forms must be returned to  
 Sunnyside SUSD #12 Purchasing Department

**(business name, address and telephone number)**

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 \_\_\_\_\_