



**SAHUARITA UNIFIED SCHOOL DISTRICT**

*Office of the Chief Financial Officer*

**REQUEST FOR PROPOSALS**

Request for Proposals No.: 2023-1 Auditing Services

Proposal Due Date: March 24, 2023 Time: 2:00 PM (local AZ time)

District Address: Sahuarita Unified School District #30  
Administration Office, Building #10  
350 W. Sahuarita Road  
Sahuarita, AZ 85629

The complete RFP #2023-1 Auditor Services can be downloaded from our website [www.susd30.us](http://www.susd30.us) for your convenience.

A **pre-proposal conference** will **not** be held in conjunction with this solicitation.

In accordance with the School District Procurement Rules prescribed by the Arizona State Board of Education pursuant to Arizona Revised Statutes §15-213, competitive sealed proposals for the following services will be received by Sahuarita Unified School District #30, at the address specified above until the time and date cited.

**Annual financial audit(s) of financial transactions and accounts subject to the Uniform Guidance for the year(s) ending June 30, 2023, 2024, 2025, 2026, 2027, and completion of the Uniform System of Financial Records Compliance Questionnaire.**

**Audit firms are strongly encouraged to carefully read the entire Request for Proposals.**

Refer any questions regarding this Request for Proposals to: [susd30procure@sahuarita.net](mailto:susd30procure@sahuarita.net)

**Calendar of Events**

- |                                 |                                |
|---------------------------------|--------------------------------|
| 1. Advertisements               | March 3, 2023 & March 10, 2023 |
| 2. Written Questions Due Date   | March 20, 2023                 |
| 3. RFQ Due Date                 | March 24, 2023 @ 2:00 PM       |
| 4. RFP Evaluation               | Week of March 27, 2023         |
| 5. RFP Interview (if necessary) | March 31, 2023                 |
| 6. RFP Awarded                  | April 12, 2023                 |

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Lizette Huie  
Chief Financial Officer  
Email: [luhie@sahuarita.net](mailto:luhie@sahuarita.net)  
Phone: (520) 625-3502 ext. 1002  
Date: March 3, 2023

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## DOCUMENTS REFERENCED

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

### **Arizona:**

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

<http://www.azleg.gov/arstitle>.

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C)  
Title 7 – Education / Chapter 2 – State Board of Education /  
Articles 10 & 11 – School District Procurement

[https://apps.azsos.gov/public\\_services/CodeTOC.htm#ID7](https://apps.azsos.gov/public_services/CodeTOC.htm#ID7)

[https://apps.azsos.gov/public\\_services/Title\\_07/7-02.pdf](https://apps.azsos.gov/public_services/Title_07/7-02.pdf)

### **Federal:**

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

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

Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326

<https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>

### **District:**

Sahuarita Unified School District #30 / BUSINESS WITH SAHUARITA USD

<https://susd30.us/district/district-services/business-services/conducting-business-with-sahuarita-usd/>

## DEFINITION OF TERMS

A complete list of definitions can be found in the Arizona Administrative Code (A.A.C) R7-2-1001. The terms listed below are defined as follows:

- A. **“Attachments”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Days”** means calendar days unless otherwise specified.
- E. **“Exhibits”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- F. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- G. **“Offer”** means bid, proposal or quotation.
- H. **“Offeror”** means a vendor who responds to a Solicitation.
- I. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- J. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFQ), or a Request for Quotations (RFQ).
- K. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- L. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- M. **“School District”** means the School District that executes the Contract.

## UNIFORM INSTRUCTIONS TO OFFERORS

### 1. Inquiries

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

### 2. Offer Preparation

- A. Forms; No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. Typed or Ink; Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

## UNIFORM INSTRUCTIONS TO OFFERORS

- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Offer.
- H. Federal Excise Tax. School districts/public entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Offer. School districts/public entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the school district/public entity will conclude that the price(s) offered includes all applicable taxes.
- K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the government unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
1. Amendments
  2. Special Instructions, 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

## UNIFORM INSTRUCTIONS TO OFFERORS

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

### 4. **Submission of Offer**

A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package. Failure to provide the requested number of copies, may result in bid rejection.

B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

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

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

1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and
2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.
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.

## UNIFORM INSTRUCTIONS TO OFFERORS

### 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 bidder. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.
- C. Late Offers, 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 R7-2-1044.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.
- F. Discussions. During evaluation of Request for Proposals, discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements.
- G. 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.
- H. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the school district/public entity reserves the right to:
  - 1. Waive any minor informality;
  - 2. Reject any and all offers or portions thereof; or
  - 3. Cancel a solicitation.

### 6. Award

- A. Number or Types of Awards. Where applicable, the school district/public entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the school district/public entity. If the Procurement Officer determines that an aggregate award to one Offeror is not in the school district/public entity's interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.



## UNIFORM INSTRUCTIONS TO OFFERORS

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

D. Awards.

Request for Qualifications: Award of a contract will be made to the offeror whose proposal is determined in writing to be the most advantageous to the school district based upon the factors set forth in the request for qualifications. The District shall be the sole judge in determining the quality of the products, materials and/or services offered. Their decision shall be final.

### 7. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education school district/public entity Procurement code R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District representative, Florence Lopez, Procurement Specialist, of the school district/public entity.

A. A protest shall include:

1. The name, address, and telephone number of the protester;
2. The signature of the protester or its representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

B. The interested party shall supply promptly any other information requested by 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 B of this section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public instruction.

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 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. Contract Order of Preference. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
  - 1. Special Terms and Conditions;
  - 2. Uniform General Terms and Conditions;
  - 3. Statement or Scope of Work;
  - 4. Specifications;
  - 5. Attachments;
  - 6. Exhibits;
  - 7. Documents Referenced in the Solicitation;
- D. 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.
- E. 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.
- F. 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.
- G. 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 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. 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.

## UNIFORM GENERAL TERMS AND CONDITIONS

- 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. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the school district/public entity within thirty (30) days. The Purchase Order number must be referenced on the invoice
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.
- C. Applicable Taxes.
  - 1. Payment of Taxes by the School District/Public Entity. The school district/public entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
  - 2. State and Local Transaction Privilege Taxes. The school district/public entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the school district/public entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  - 4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the school district/public entity.

## UNIFORM GENERAL TERMS AND CONDITIONS

- D. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the school district/public entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The school district/public entity will make reasonable efforts to secure such funds.

### 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.

## UNIFORM GENERAL TERMS AND CONDITIONS

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 to the extent that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the school district/public entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract

### 6. **Warranties**

- A. Liens. The Contractor warrants that the materials supplies under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the school district/public entity of the materials or services, they shall be:
  1. Of a quality to pass without objection in the trade under the Contract description;
  2. Fit for the intended purposes for which the materials or services are used;
  3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
  4. Adequately contained, packaged and marked as the Contract may require; and
  5. Conform to the written promises or affirmations of fact made by the Contractor.
- 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.

## UNIFORM GENERAL TERMS AND CONDITIONS

- 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.

## UNIFORM GENERAL TERMS AND CONDITIONS

### 8. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the school district/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the school district/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gifts or Benefits. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the School District who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1087(G).
- C. Gratuities. In accordance with A.A.C. R7-2-1087(H) The School District/Public Entity may, by written notice, terminate this Contract, in whole or in part, if the School District/Public Entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/Public Entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/Public Entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- D. Suspension or Debarment. The school district/public entity may, by written notice to the Contractor, immediately terminate this Contract if the school district/public entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- E. Termination for Convenience. The school district/public entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the school district/public entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the school district/public entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the school district/public entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 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 reprocurring the materials or services.

## UNIFORM GENERAL TERMS AND CONDITIONS

G. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

### 9. **Contract Claims**

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

### 10. **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.

### 11. **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.

### 12. **Fingerprint Clearance Cards**

In accordance with A.R.S 15-512(H), a contractor, sub-contractor or vendor or any employee of a contractor, sub-contractor or vendor, who is contracted to supply services on a regular basis shall at their own expense, may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. et seq.

An exception to this requirement may be made as authorized in Governing Board policy.

For purposes of this section, “regular basis” shall be defined as at least five (5) times during a month.

A copy of the valid fingerprint clearance card shall be supplied to the District upon request.

Contractor, sub-contractors, 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.



## UNIFORM GENERAL TERMS AND CONDITIONS

### 13. **Registered Sex Offender Restriction**

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

### 14. **Novation**

If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Creighton Elementary School District #14 reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

### 15. **Terrorism Country Divestments**

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

### 16. **Boycott of Israel**

Per A.R.S. § 35-393.01, the District is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology or construction that is engaged in, or, during the term of the contract, becomes engaged in a boycott of Israel.

### 17. **Affordable Care Act**

Vendor 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 Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor 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.

### 18. **EDGAR**

When procuring goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (EDGAR)**. All Vendors submitting proposals must Complete the EDGAR Vendor Certification Form contained within this document.

### 19. **Clarification**

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

<b>UNIFORM GENERAL TERMS AND CONDITIONS</b>
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**20. 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.

**21. 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.

**SPECIAL TERMS AND CONDITIONS**

1. **Purpose:** Pursuant to provisions of the Arizona School District Rules, the District intends to establish a contract(s) for Auditing Services.

2. **Sufficient Funds**

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

3. **Insurance**

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

The District in no way warrants that the minimum limits contained herein are sufficient to protect the Offeror from liabilities that might arise out of the performance of the work under this contract by the Offeror, his agents, representatives, or subcontractors. The successful Offeror is free to purchase such additional insurance as may be determined necessary. Sahuarita Unified School District #30 shall be named as an additional insured party in the Certificate of Insurance.

A. Worker's Compensation Insurance, as required by Arizona state law, shall be maintained on employees during the entire project.

B. Comprehensive General Liability Insurance:  
General Aggregate           \$2,000,000  
Each Occurrence           \$1,000,000  
Automobile Liability  
Combined Single Limit   \$1,000,000

C. Errors and Omissions Insurance:  
Each Occurrence           \$1,000,000

4. **Licenses**

Successful Offeror shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Offeror.

5. **Safety**

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

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

## SPECIAL TERMS AND CONDITIONS

**6. Terms of Award**

Per A.A.C. R7-2-1042(A.3.b), it is the intent of the District to award a multi-term contract, beginning immediately and continuing through June 30, 2027. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional four one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year.

**7. Delivery of Services**

Services must be received within time agreed to by the District and the Offeror. The District shall make decisions as to compliance with contract services and time and their decision shall be final.

**8. Guarantees by the Successful Offeror(s)**

Offeror guarantees that equipment or material offered is standard, new, and as required by the specifications. Every item delivered must be guaranteed against faulty material and workmanship for a period of at least one (1) year from the date of purchase. If during this period such faults develop, the successful Offeror agrees to replace the item affected without cost to the District.

**9. Minimum**

The volume of value of purchase under the resultant contract(s) is unknown. The District shall not be bound to purchase a minimum quantity during the contract period. The District reserves the right to increase or decrease any estimated quantities.

**10. Non-Exclusive Contract**

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

**11. Inspection**

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

**12. Billings**

All billing notices shall identify the specific item(s) being billed. Items are to be identified by name, model/serial number as most applicable. All invoices shall identify the purchase order number and be sent by email to the AP Department at: [susdap@sahuarita.net](mailto:susdap@sahuarita.net)

**13. Price Clause**

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services proposed and shall include all associated costs. DO NOT include sales tax on any item in the Proposal.

**14. Data Security Agreement**

A Data Security and Confidentiality Agreement (Page??) is enclosed for vendor to complete and sign if the Offer will request access to any District Data that contains personally identifiable information for legitimate business purposes.

## SPECIFICATIONS / SCOPE OF WORK

### I. PURPOSE

The purpose of this Request for Proposals (RFP) is to enter into a contract with a qualified Certified Public Accountant to conduct an annual audit of financial transactions and accounts kept by or for the District, subject to the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) for the year(s) ending June 30, 2023, 2024, 2025, 2026, 2027, and to complete the Uniform System of Financial Records (USFR) Compliance Questionnaire. The District reserves the right to suspend the provisions of the contract for any year in which the District expends less than the qualifying amount of federal awards set forth in the Office of Management and Budget (OMB) Circular No. A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

### II. SCOPE OF SERVICES REQUIRED

The selected audit firm will be required to perform an annual financial audit, in accordance with U.S. generally accepted auditing standards, Government Auditing Standards (GAS), issued by the Comptroller General of the United States, and the Uniform Guidance and issue the reports required by those standards and the Uniform Guidance. In addition, the audit firm must complete a USFR Compliance Questionnaire.

Districts must comply with the USFR. To help determine whether districts are in compliance, the Auditor General has developed the USFR Compliance Questionnaire, which consists of a series of questions to be completed by the District's audit firm regarding requirements set forth in the USFR and Arizona Revised Statutes. The audit firm may obtain a copy of the USFR Compliance Questionnaire from the Office of the Auditor General's website at [www.azauditor.gov](http://www.azauditor.gov).

### III. GENERAL INFORMATION

#### A. Mandatory Qualifications

The following qualifications are mandatory for audit firms submitting proposals:

1. The auditors must be properly licensed certified public accountants or persons working for a licensed certified public accounting firm according to GAS.
2. The audit firm must meet the independence requirements of GAS.
3. The audit firm must not have a record of substandard audit work for the last five years. The District reserves the right to contact the Arizona State Board of Accountancy to verify the audit firm's credentials and the Office of the Auditor General, to verify that the audit firm has not been debarred or suspended or that such audit firm's contracts are not routinely rejected for substandard audits.
4. The audit firm must have an external quality control review performed at least every 3 years in accordance with GAS. The most recent external quality control review report must be included with the proposal.
5. The audit firm must meet the continuing education requirements of GAS. Therefore, each auditor Responsible for planning, directing, conducting, or reporting on GAS audits should complete at least 80 hours of continuing education every 2 years. At least 20 hours should be completed in any 1-year of the 2-year period. At least 24 of the 80 hours of continuing education should be completed in subjects directly related to the government environment, government auditing, or the specific or unique environment in which the District operates.

## SPECIFICATIONS / SCOPE OF WORK

### **B. Procedures and Time Frame for Submitting Proposals/Awarding Contract**

Interested, qualified audit firms may submit a proposal to Sahuarita Unified School District No. 30 at the following address:

Sahuarita Unified School District #30  
Administration Office, Building #10  
350 W. Sahuarita Road  
Sahuarita, AZ 85629

One (1) original hardcopy, three (3) hard copies, and one (1) electronic copy on a flash drive of the proposal are required. The original should be marked "ORIGINAL" and the copies should be marked "COPY". All proposals and copies shall be submitted in three (3) ring binder. They should be prepared in accordance with the proposal format requirements discussed in this RFP, and packaged in such a manner that the outer wrapping clearly indicates the RFP number and the firm's name and address.

The following dates will apply unless waived in writing by the District Governing Board:

1. Sealed proposals will be received until 2:00 pm, Local Time, on Friday, March 24, 2023, at Sahuarita Unified School District #30, Administration Office, Building #10, 350 W. Sahuarita Road, Sahuarita, AZ 85629.
2. Sealed proposals will be received until 2:00 pm, Local Time, on Friday, March 24, 2023, at the District address listed above. No proposals will be accepted after the time indicated. Proposals received after the deadline will be stamped with time and date and returned unopened.
3. Proposals will be evaluated the week of March 27, 2023. Please have staff available at that time to respond to questions.
4. Discussions with individual audit firms may be held to clarify proposals (if necessary) on Friday, March 31, 2023.

If such discussions are held with any or all audit firms, all audit firms will be notified that a best and final offer may be submitted by Friday, April 7, 2023. The best and final offer provides the opportunity for audit firms to revise their proposals, including the fee for the services, based on additional information gathered during the oral discussions. If a best and final offer is not submitted, the previous offer will be construed as the best and final offer.

5. Contract award is expected to be made on Wednesday, April 12, 2023. The contract will be awarded on the basis of demonstrated competence and qualifications to perform the required services at fair and reasonable compensation. However, after the audit firm is selected, the Auditor General will review the proposed contract and approve or disapprove it in accordance with A.R.S. §§15-914(E) and 41-1279.21(A)(4), and *Arizona Administrative Code* R4-44-117.

Only upon approval of the proposed contract by the Auditor General will the contract be signed by the school district administrator and the selected audit firm.

The District will inform each audit firm submitting a proposal, in writing, whether the proposal was accepted or rejected.

6. Audit work may begin as soon as the Auditor General approves the proposed contract. Audit work must be completed by December 1<sup>st</sup>.
7. A preliminary draft of the reports should be completed and an exit conference held no later than December 15<sup>th</sup>.

**SPECIFICATIONS / SCOPE OF WORK**

8. The final reports should be submitted to the District no later than December 31, 2023, 2024, 2025, 2026, & 2027.  
Cost and price information provided in the proposal will be held confidential and will not be disclosed to competing audit firms prior to selection of the audit firm.
9. All information and proposals submitted by offerors will be made available for public inspection following the award of the contract.

**C. Review of Proposals and Evaluation Criteria**

The District and any outside experts the District considers necessary will evaluate the proposals. A point formula will be used during the review process to score proposals. If several proposals are very closely ranked, the District may arrange for oral discussions with the audit firms to assist in making the selection.

Proposals will be evaluated using three sets of criteria. Audit firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical and cost criteria. The following represents the principal selection criteria that will be considered during the evaluation process:

1. Mandatory Criteria
  - a. The audit firm is independent and properly licensed.
  - b. The audit firm’s professional staff has received the required continuing professional education within the preceding 2 years.
  - c. The audit firm submitted its most recent external quality control review report and has a record of quality audit work.
2. Technical Criteria
 

	<u>Points Possible</u>
a. Responsiveness of the proposal in clearly stating an understanding of the audit services to be performed, including:	
1. Comprehensiveness of audit work plan	10
2. Realistic time estimates of each major segment of the work plan and the estimated number of hours of each staff level	10
b. Technical experience of the audit firm	
1. Auditing Arizona school districts	10
2. Auditing governments	5
3. Auditing computerized systems	5
4. Auditing federal programs	5
c. Qualifications of staff	
1. Qualifications of supervisory staff and of the audit team performing field work	15
2. General direction and supervision to be exercised over the audit team by the audit firm’s management	10
d. Size and structure of the audit firm, considering the scope of the audit	5
3. Cost Criteria	<u>25</u>
Technical and Cost Criteria—maximum points	<u>100</u>

## SPECIFICATIONS / SCOPE OF WORK

Cost is a factor in awarding the contract; however, only those proposals that meet all the mandatory criteria in the RFP will be given consideration. The contract will not be awarded solely on the basis of cost.

After a composite technical score for each audit firm has been established, the sealed proposal will be opened and additional points will be added to the technical score based on the proposed price. The maximum score for price will be assigned to the audit firm offering the lowest price, and proportional scores will be assigned to the other audit firms.

### IV. PROPOSAL FORMAT

The proposal must conform to the format specified below. The District will make no reimbursement for the cost of developing or presenting proposals in response to the RFP.

#### A. Title Page

Each proposal must contain a title page that identifies the RFP number and subject and provides the audit firm's name, address, and telephone number; the name and title of a contact person; and the date the proposal was submitted. The title page must also state the period the proposal is effective (non-rescindable).

#### B. Table of Contents

The proposal's table of contents should include a clear and complete identification of the materials submitted by section and page number.

#### C. Letter of Transmittal

A brief letter of transmittal should be submitted that includes the following information:

1. The audit firm's understanding of the work to be performed.
2. A positive commitment to perform the service within the time period specified.
3. The names of persons authorized to represent the audit firm, their titles, addresses, and telephone numbers.
4. Reference to a sealed envelope that contains the all-inclusive fee for which the audit work will be done. The fee amount should not be divulged elsewhere in the proposal.

#### D. Audit Firm Profile and Qualifications

The following information should be included:

1. A description of the audit firm, including office size; whether the organization is local, regional, national, or international in operations; the number of professional staff by level; and a description of the range of activities performed by the local office (i.e., auditing, accounting, tax, or management services).
2. Affirmation that the audit firm meets the mandatory qualifications set forth in *section II.A. above*.
3. A statement of the audit firm's expertise in: 1) financial audits of Arizona school districts, 2) financial audits of governments, and 3) audits of computerized systems, and 4) audits of federal programs.
4. A description of prior experience with audit services of a similar or related nature, including references. The description should include a list of names and dates of school districts audited.
5. Identification of senior and technical staff to be assigned to the audit, including the audit manager or partner. Staff named in the proposal may not be substituted without permission of the District. Resumes, including relevant experience and continuing education of the auditor in charge up to the individual with final responsibility for the audit, may be included as an appendix.



**E. Audit Firm’s Approach to the Audit**

The technical portion of the proposal shall include, as a minimum:

1. A work plan detailing the approach the audit firm intends to follow. The audit work plan should completely cover what audit work will be accomplished to allow the audit firm to render the reports described in this RFP.

The audit work plan should demonstrate the audit firm’s understanding of the audit requirements of a single audit as specified in the Uniform Guidance and the audit tests and procedures to be applied in completing the audit work plan.

The audit work plan should also detail how the audit firm plans to meet the time constraints and reporting deadline requirements specified in this RFP.

2. A plan for organizing and staffing the audit, with an estimate of time each staff member will devote to the audit.

**F. Cost Proposal**

The cost portion of the proposal should be submitted along with the proposal, but in a separate sealed envelope. **(Note: The cost proposal should include separate costs for audits of basic financial statements, CAFR statements, and federal programs (i.e., Single Audit, if applicable). Any fees that will be paid to the audit firm for submission of the district’s reports to ASBO and GFOA for certification or for the preparation of the Meritorious Budget Award application to ASBO should also be listed separately in the cost proposal, if applicable.) Include costs for all 5 years.**

*See Appendix II – Cost Proposal*

**G. Required Forms**

1. Offer and Acceptance Form
2. Amendment Acknowledgement Form
3. Non-Collusion Affidavit
4. Conflict of Interest Disclosure Form
5. EDGAR Certifications
6. Data Security and Confidentiality Agreement
7. I.R.S. W-9 Form
8. Certificate of Liability Insurance
9. Proof of vendor registration with Sahuarita USD at [www.susd30.us](http://www.susd30.us) under Business with Sahuarita USD

**V. DESCRIPTION OF DISTRICT AND RECORDS TO BE AUDITED**

**A. General**

The Sahuarita Unified School District No. 30 is a political subdivision of the State of Arizona located in Pima County. The District consists of approximately 6,100 students, 850 employees, and 10 schools. The District operates on a July 1 to June 30 fiscal year.

The accounting policies of Sahuarita Unified School District #30 conform to U.S generally accepted accounting principles as adopted by the Government Accounting Standards Board (GASB).

**SPECIFICATIONS / SCOPE OF WORK**

**B. Reporting Entity**

The District is a special-purpose government that is governed by a separately elected governing body. It is legally separate from and fiscally independent of other state and local governments. Furthermore, there are no component units combined with the District for financial statement presentation purposes, and it is not included in any other governmental reporting entity. Consequently, the District’s financial statements present only the activities of those organizational entities for which its elected governing board is financially accountable.

**C. District Funds**

The District reports the following governmental and enterprise funds and other fund types:

<b>Governmental</b>	<b>Number of Funds</b>
General Fund	1
Major Fund(s)	3
Non-Major Fund(s)	54

<b>Enterprise</b>	<b>Number of Funds</b>
Major	0
Non-Major Fund(s)	0

<b>Other Fund Types</b>	<b>Number of Funds</b>
Internal Service	0
Agency	5

**D. Federal and State Financial Assistance**

<b>Federal or State Financial Assistance Program Name</b>	<b>Annual Expenditures (\$)</b>
---	---------------------------------

*See Appendix I: - Schedule of Expenditures of Federal Awards - Year Ended June 30, 2022*

**SPECIFICATIONS / SCOPE OF WORK**

**E. Deposit of District Monies**

In accordance with A.R.S. §15-341(A)(20), the District deposits with the County Treasurer all monies received, except monies allowed to be held in a separate bank account as listed below. The County School Superintendent (or school districts that have assumed accounting responsibility in accordance with A.R.S. §15-914.01) draws warrants on funds on deposit with the County Treasurer upon presentation of a voucher by the District Governing Board to expend District monies on deposit with the county Treasurer.

In addition to maintaining funds on deposit with the County Treasurer, the District maintains several bank accounts in accordance with A.R.S. Following is a list of all bank accounts maintained by the District:

<u>Bank Account Name</u>	<u>Bank Name and Location</u>
Electronic Payments clearing account	<u>Wells Fargo, Sahuarita</u>
Miscellaneous Receipts clearing account(s)	<u>Wells Fargo, Sahuarita</u>
Food Service Fund clearing account(s)	<u>Wells Fargo, Sahuarita</u>
Revolving account	<u>Wells Fargo, Sahuarita</u>
Auxiliary Operations Fund account	<u>Wells Fargo, Sahuarita</u>
Student Activities Fund account(s)	<u>Wells Fargo, Sahuarita</u>
<hr/>	
Federal Payroll Tax Withholdings account	<u>Bank of America, Green Valley</u>
State Income Tax Withholdings account	<u>Bank of America, Green Valley</u>
Arizona State Retirement Account	<u>Bank of America, Green Valley</u>
Payroll Direct Deposits clearing account	<u>Bank of America, Green Valley</u>

**F. Magnitude of Financial Activity**

The District’s total expenditures budgeted for the years ended June 30, 2021, and June 30, 2022, were \$57,339,094 and \$63,900,690, respectively.

The District has approximately 850 employees with estimated payroll expenditures of \$48,195,565 and \$47,475,818 for the years ended June 30, 2021, and June 30, 2022, respectively.

Annual budgets, annual financial reports, and financial statements for the one year ended June 30, 2022, will be sent to interested, qualified audit firms upon request, or may be examined at the District office.

**G. Uniform System of Financial Records (USFR)**

A.R.S. §15-271 requires the Auditor General in conjunction with the Arizona Department of Education (ADE) to prescribe a uniform system of financial records for use by school districts. This system has been established in the Uniform System of Financial Records accounting manual.

The USFR includes a Chart of Accounts that provides for the establishment of a complete accounting system. The Chart complies with U.S. generally accepted accounting principles, and meets the requirements of the UIS. Department of Education’s account classifications and A.R.S. The account codes and titles listed in the chart must be used by the District.

The USFR also provides comprehensive accounting procedures for accounting records, cash, supplies inventory, property control, revenues, expenditures, payroll, travel, and state and federal financial assistance.

## SPECIFICATIONS / SCOPE OF WORK

### VI. REPORT REVIEW, TIMING, AND NUMBER OF COPIES

Following completion of draft reports, the audit firm must submit 2 copies of the audit reports, management letter, and the USFR Compliance Questionnaire to the audit liaison, Lizette Huie, Chief Financial Officer, for review.

Upon completion of the final reports, the audit firm must provide 5 paper copies and one electronic copy of the audit reports, management letter, and USFR Compliance Questionnaire to the District. The electronic copies shall be in PDF format. The audit firm must also provide the electronic copies of the audit reports, management letter, and USFR Compliance Questionnaire to the Office of the Auditor General, Accounting Services Division and ADE's Grant Management Division and send a paper copy or electronic copy of the applicable audit reports to the District's county school superintendent's office.

Additionally, the audit firm must submit one copy of the audit reporting package and data collection form to the Federal Audit Clearinghouse.

The audit firm will make no other distribution unless approved by the District.

A.R.S. §§15-941(E) and 41-1279.21 (A)(4) require the Auditor General to ensure that completed audits are conducted in accordance with U.S. generally accepted auditing standards, GAS, the Uniform Guidance, and the minimum audit and reporting standards prescribed by the Auditor General. **An audit will not be accepted as meeting the requirements of this section until it has been approved by the Auditor General.**

### VII. EXIT CONFERENCE REQUIREMENTS

The audit firm must be available to participate in one or more exit conferences with members of the District and the Superintendent and as needed with the District Governing Board. Exit conferences must be coordinated through the audit liaison, Lizette Huie, Chief Financial Officer. The purposes of the exit conferences are to discuss the draft audit reports with the District, identify any errors, and obtain comments on report findings and recommendations. In addition, the audit firm should review the District's USFR noncompliance findings with the Chief Financial Officer and other members of the District officials as needed.

### VIII. AUDIT DOCUMENTATION

The audit firm shall retain the audit documentation in its entirety for a period of 5 years after the date of the audit reports, unless the Auditor General requests a longer retention period. The audit documentation shall be subject at all reasonable times to review upon request by the Auditor General or her designee, ADE, the United States Government Accountability Office, other appropriate governmental agencies, or produced at the Office of the Auditor General, if so requested.

### IX. CONTRACTUAL ARRANGEMENTS

#### A. Multiterm Contracts

If the monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled. If the type or frequency of audits the District is required to obtain in a subsequent fiscal year changes or the District is no longer required to obtain an audit, the contract may be amended or canceled. If the contract is canceled, the audit firm shall be reimbursed for the reasonable value of any nonrecurring cost incurred but not amortized in the price of services delivered under the contract or which are otherwise not recoverable.

**SPECIFICATIONS / SCOPE OF WORK**

**X. RIGHT TO REJECT**

The District reserves the right to:

- A. Reject any or all proposals submitted.
- B. Request additional information from all audit firms.
- C. Conduct discussions with responsible audit firms who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements.
- D. Negotiate modifications to the audit firm’s proposal prior to final award for the purpose of obtaining best and final offers.
- E. Negotiate a contract that may be terminated for lack of funds.

**XI. ASSISTANCE AVAILABLE TO AUDIT FIRMS**

**A. Previous Audit Reports and Audit Documentation**

The most recent audit of the District was performed for the one (1) year(s) ended June 30, 2021, by Heinfeld & Meech, P.C. The audit firm’s reports, issued February 27, 2023, contained an unqualified opinion.

Audit documentation related to the aforementioned audit is available for inspection by contacting Diane Bradley, Partner – Administration at Heinfeld, Meech & Co., P.C., phone: 520-742-2611, 10120 N. Oracle Road, Tucson, AZ 85704.

**B. District Assistance**

District officials and staff will be available to assist the audit firm by providing information, documentation, and explanations as required. Lizette Huie, Chief Financial Officer, will be the audit liaison between the District and the audit firm.

**C. Grantor Assistance**

Questions or requests for assistance concerning federal grants should be directed to ADE’s Grants Management Unit or the applicable ADE federal program area.

Refer any questions regarding this Request for Proposals to:

Lizette Huie, Chief Financial Officer

Email: [susd30procure@sahuarita.net](mailto:susd30procure@sahuarita.net)

350 W. Sahuarita Road

Ph: 520-625-3502 ext. 1013

Sahuarita, AZ 85629

Fax: 520-625-4609

March 3, 2023



Date

Lizette Huie, Chief Financial Officer

**APPENDIX I – SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

**SAHUARITA UNIFIED SCHOOL DISTRICT NO. 30  
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
YEAR ENDED JUNE 30, 2022**

<u>Federal/Pass-Through/Agency</u>	<u>CFDA Number</u>	<u>Federal Award Number</u>	<u>Expenditures and Transfers</u>	<u>Total Expenditures and Transfers</u>
<b><u>U.S. Department of Agriculture</u></b>				
<b>Passed through the Arizona Department of Education:</b>				
National School Lunch Program	10.555	7AZ300AZ3	8,574	
Summer Food Service Program for Children	10.559	7AZ300AZ3	3,028,119	
COVID-19 P-EBT Administrative Cost Grants	10.649	7AZ300AZ3	2,222	
<b>Total Department of Agriculture</b>				<b><u>3,038,915</u></b>
<b><u>U.S. Department of Treasury</u></b>				
<b>Passed through the Arizona Governor's Office:</b>				
COVID-19 CORONAVIRUS State and Local Fiscal Recovery Funds	21.027	GFRT-21-1018	1,686,997	
<b>Total Department of Treasury</b>				<b><u>1,686,997</u></b>
<b><u>Federal Communications Commission</u></b>				
COVID-19 Emergency Connectivity Fund Program	32.009		289,555	
<b>Total Federal Communications Commission</b>				<b><u>289,555</u></b>
<b><u>U.S. Department of Education</u></b>				
<b>Passed through the Arizona Department of Education:</b>				
Title I Grants to Local Educational Agencies	84.010	S010A210003	435,548	
Special Education – Grants to States	84.027	H027A210007	815,730	
COVID-19 Special Education – Grants to States	84.027	H027X210007	154,416	
Career and Technical Education – Basic Grants to States	84.048	V048A210003	16,071	
Twenty-First Century Community Learning Centers	84.287	S287C210003	166,772	
English Language Acquisitions State Grants	84.365	S365A210003	26,275	
Supporting Effective Instruction State Grants	84.367	S367A210049	92,176	
Student Support and Academic Enrichment Program	84.424	S424A210003	23,405	
COVID-19 Education Stabilization Fund	84.425	S425U210038	2,703,360	
<b>Total Department of Education</b>				<b><u>4,508,041</u></b>
<b>Total Expenditure of Federal Awards</b>				<b><u>\$9,523,508</u></b>

**APPENDIX II- COST PROPOSAL**

Upon acceptance of this proposal submitted herewith, the undersigned hereby agrees to enter into a contract with Sahuarita Unified School District No. 30 to perform the service as described in the "Request for Proposals" specified above. The undersigned agrees to perform the services for a total cost "not to exceed" the amount proposed below.

Total charges, including expenses, will not exceed:

Audit Year	Financial Statements	CAFR	Federal Programs	Other	Total
June 30, 2023					
June 30, 2024					
June 30, 2025					
June 30, 2026					
June 30, 2027					

**HOURLY RATES FOR ADDITIONAL SERVICES :**

Principal \$ \_\_\_\_\_

Manager \$ \_\_\_\_\_

Senior \$ \_\_\_\_\_

Staff \$ \_\_\_\_\_

**OTHER NON-AUDIT SERVICE FEES:**

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**APPENDIX II- COST PROPOSAL**

I/We, the undersigned, propose to provide the service necessary for the scope of work and specifications.

I/We further declare that I/we have carefully read and examined all information to the referenced Request for Proposal.  
I/We agree to comply with the District's rules, regulations and policies.

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

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Authorized Signature/Local Representative

\_\_\_\_\_  
Telephone/Fax Number

\_\_\_\_\_  
Type Name and Position Held with Company

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

\_\_\_\_\_  
Mailing Address

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



**OFFER AND ACCEPTANCE**

The Undersigned hereby submits the Qualifications 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 Qualification/Qualifications.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this Qualification, contact:

Federal Employer Identification No.

Name:

Phone:

Fax:

E-Mail:

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

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

\_\_\_\_\_  
Signature of Person Authorized to Sign Qualifications

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Title

**CERTIFICATION – By signature in the Offer section above, the Offeror certifies:**

1. The submission of the Proposal did not involve collusion or other anti-competitive practices and bidder has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O), A.A.C. R7-2-1003 (J) and A.A.C. R7-2-1042 (A.1.I) have occurred.
2. The Bidder shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law.
4. The Bidder warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the Bidder is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 35-393, the Bidder 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 bidder is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors, or suppliers thereof.
8. In accordance with A.R.S. § 15-512, the Bidder shall comply with fingerprinting requirements unless otherwise exempted.
9. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
10. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

**ACCEPTANCE**

**The Qualifications are hereby accepted.**

**The Architect Firm 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 Architect Firm's Qualifications as accepted by the School District/Public Entity.**

**This contract shall henceforth be referred to as Contract No. \_\_\_\_\_.**

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

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

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

**AMENDMENT / ADDENDUM ACKNOWLEDGEMENT**

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

Please sign and date:

**AMENDMENT/ADDENDUM NO. 1 Acknowledgement** \_\_\_\_\_  
Signature Date

**AMENDMENT/ADDENDUM NO. 2 Acknowledgement** \_\_\_\_\_  
Signature Date

**AMENDMENT/ADDENDUM NO. 3 Acknowledgement** \_\_\_\_\_  
Signature Date

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

\_\_\_\_\_  
Firm

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

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal (“Offeror”) with respect to the District’s solicitation, and having first been duly sworn, I hereby depose and state as follows:

The accompanying Proposal is genuine, and such Offer is neither a sham nor collusive, nor is such Offer made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham or collusive bid, or induced or solicited any other Offeror to refrain from submitting an Offer.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself advantage over any other Bidder.

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

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

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public in and for the

State of \_\_\_\_\_

County of \_\_\_\_\_

My Commission Expires on \_\_\_\_\_

**CONFLICT OF INTEREST DISCLOSURE FORM**

All vendors interested in conducting business with Sahuarita Unified School District #30 (District) shall complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract resulting from this solicitation. All vendors shall comply with the conflict of interest rules as stated within the certification below and as prescribed by the State of Arizona.

If a vendor has a relationship with a District officer, employee, or a relative (spouse, child, child’s child, parent, grandparents, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse) of a District official or employee, the vendor shall disclose the information required below.

**CERTIFICATION:** I hereby attest:

Vendor hereby declares that is has not and will not offer any personal gift or benefit (payment, distribution, expenditure, advance, deposit or donation of monies, any intangible personal property or any kind of tangible personal or real property not including food or beverage or expenses or sponsorships relating to a special event or function to which District officers or employees are invited) to any District officer or employee.

AND  No District officer or employee has or relative has a substantial interest (as defined in Arizona Revised Statute 38-502) in vendor’s company or is deriving personal financial gain from this contract.

OR  District officer or employee has or relative has a substantial interest (as defined in Arizona Revised Statute 38-502) in vendor’s company or is deriving personal financial gain from this contract as listed below:

Vendor Name	Vendor Phone Number and Email Address
Conflict of Interest Disclosure	
Name(s) of the District officer or employee and relative (if applicable) with whom there may be a potential conflict of interest.	
Relationship to District officer or employee	
Interest in vendor's company	
Other	

I certify that the information provided is true and correct to the best of my knowledge by my signature:

\_\_\_\_\_

Vendor Authorized Representative Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

**EDGAR CERTIFICATIONS**

The following certifications and provisions are required and apply when the School District expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between the School District and awarded Vendor (“Vendor”) in all situations where Vendor has been paid or will be paid with federal funds:

**(A) Contractor Violation or Breach of Contract Terms**

*Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.*

Pursuant to Federal Rule (A) above, when the School District expends federal funds, the School District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**(B) Termination for Cause or Convenience**

*Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)*

Pursuant to Federal Rule (B) above, when the School District expends federal funds, the School District reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The School District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the School District believes, in its sole discretion, that it is in the best interest of the School District to do so. Vendor will be compensated for work performed and accepted and goods accepted by the School District as of the termination date if the contract is terminated for convenience of the School District. Any award under this procurement process is not exclusive and the School District reserves the right to purchase goods and services from other vendors when it is in the School District’s best interest.

**(C) Equal Employment Opportunity**

*Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”*

Pursuant to Federal Rule (C) above, when the School District expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**Does Vendor Agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**D) Davis-Bacon Act**

*When required by Federal program legislation, contractor agrees that, for all prime construction contracts in excess of \$2,000, contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Current prevailing wage determination issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any- person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The School District must report all suspected or reported violations to the Federal awarding agency.*

Pursuant to Federal Rule (D) above, when the School District expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

**(E) Contract Work Hours and Safety Standards Act (40 U. S. C. 3701-3708)**

*Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.*

Pursuant to Federal Rule (E) above, when the School District expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the School District resulting from this procurement process.

**(F) Rights to Inventions Made Under a Contract or Agreement**

*If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.*

Pursuant to Federal Rule (F) above, when federal funds are expended by the School District, Vendor certifies that during the term of an award for all contracts by the School District resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

**Does Vendor Agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**EDGAR CERTIFICATIONS**

**(G) Clean Air Act and Federal Water Pollution Act**

*Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).*

Pursuant to Federal Rule (G) above, when federal funds are expended by the School District, Vendor certifies that during the term of an award for all contracts by the School District resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

**(H) Debarment and Suspension**

*Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains - the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.*

Pursuant to Federal Rule (H) above, when federal funds are expended by the School District, Vendor certifies that during the term of an award for all contracts by the School District resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**(I) Byrd Anti-Lobbying Amendment**

*Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.*

Pursuant to Federal Rule (I) above, when federal funds are expended by the School District, Vendor certifies that during the term and after the awarded term of an award for all contracts by the School District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**Does Vendor Agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**EDGAR CERTIFICATIONS**

**(J) Procurement of Recovered Materials**

When federal funds are expended, the District and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by the School District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for - a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When the School District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

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**CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

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It is the policy of the School District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

**Does Vendor Agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**



**EDGAR CERTIFICATIONS**

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS**

School District has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

**CERTIFICATION OF ACCESS TO RECORDS – 2 C. F. R. § 200.336**

Vendor agrees that the District’s Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

**Does Vendor Agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**EDGAR CERTIFICATIONS**

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**VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.**

Vendor's Name: \_\_\_\_\_

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

City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

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

Signature of Authorized Representative: \_\_\_\_\_

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

**DATA SECURITY AND CONFIDENTIALITY AGREEMENT**

This Data Security and Confidentiality Agreement (“Data Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Sahuarita Unified School District #30 (“District”) and \_\_\_\_\_, and its subcontractors and agents (“Service Provider”).

**RECITALS**

- A. In providing services to the District, Service Provider may have access to confidential records, data and information concerning students and employees of the District.
- B. Service Provider agrees to the terms and conditions of this Data Agreement and to adhere to the requirements of all relevant state and federal laws, which may be amended from time to time, and which the parties agree are incorporated herein by reference as currently existing or as amended, with respect to the receipt, review, storage and transmission of data, records, and information received from the District.
- C. This Data Agreement shall be in addition to any underlying agreement for goods or services between the parties.

**NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

- 1. Covered Data and Information. All records, information, and data of the District to which Service Provider has access are hereafter referred to as “CDI”. CDI includes, but is not limited to, all records, information, data, and metadata, including student education records, supplied by the District or its students, employees, agents, board members, contractors, or any other entity for or on the District’s behalf.
- 2. Compliance with all Applicable Laws and Regulations. Service Provider agrees to comply with all applicable laws and regulations regarding data/information/records security and privacy, all of which are incorporated herein by reference in their current forms and as amended at any future time. These include, but are not limited to, Arizona Revised Statute (“A.R.S.”) § 18-552 et seq. – Notification of security system breaches; A.R.S. § 44-7601 et seq. – Discarding and disposing of records containing personal identifying information; Family Educational Rights and Privacy Act (FERPA); Protection of Pupil Rights Amendment (PPRA); Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules; Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; applicable regulations of the Arizona Department of Education relating to the confidentiality of student records; and any other federal and/or state law governing the privacy of CDI.
- 3. Access and Use of CDI. Service Provider hereby acknowledges that it/she/he has access to CDI and that such access and use is the subject of this Data Agreement. Service Provider will only access, possess and use CDI as necessary to fulfill its duties as agreed to in any underlying agreement for goods or services. Service Provider agrees to comply with all District information security policies, standards and procedures when accessing District networks and computerized systems whether onsite or remotely. Service Provider will approve and track access to ensure proper usage and accountability.

## DATA SECURITY AND CONFIDENTIALITY AGREEMENT

4. **Data Mining.** Service Provider is prohibited from mining CDI for any purposes other than as agreed to in writing between the parties. Data mining or scanning of user content for the purpose of advertising or marketing to anyone is prohibited. Service Provider will not use any CDI, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking or product demonstrations, or any other use without, in each case, express written permission of the District.
5. **Confidentiality of CDI.** Service Provider agrees to hold CDI in strict confidence. Service Provider shall not use or disclose CDI received from or on behalf of the District except as permitted or required by this Data Agreement, as required by law, or as otherwise authorized in writing by the District. Service Provider agrees that it will protect CDI it receives from or on behalf of the District according to commercially acceptable standards and no less rigorously than it protects its own confidential information.
6. **Encryption.** All systems and devices that receive, store, process or transmit CDI shall use the latest, advanced, and highly secured industry standard encryption protocol for data in transit and at rest.
7. **Data De-Identification.** Service Provider may have permission via any underlying agreement to provide goods or services to use de-identified CDI for purposes as identified in the agreement. De-identified CDI will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, identification numbers, date of birth, demographic information, location information and school identification numbers. Service Provider agrees not to attempt to re- identify de-identified CDI and agrees not to transfer de-identified CDI to any party without the express written permission of the District. Any receiving party shall agree in writing not to attempt re-identification and shall agree to be bound by the terms of this Data Agreement.
8. **Reporting Student CDI.** Service Provider may at times have reason to report CDI of District students to third parties as provided by express written permission from the District or as required by law. In reporting aggregated, de-identified data containing CDI, Service Provider shall:
  - a. Not disclose data about categories of 10 or fewer students.
  - b. Not report a total count of students.
  - c. Not report percentages of 0% or 100%; and
  - d. Report data in ranges rather than specific numbers.
9. **Destruction of CDI.** Upon termination, cancellation, expiration or other conclusion of the work or services provided to the District by Service Provider, Service Provider shall destroy CDI, regardless of its format, within 30 days. When CDI is no longer needed for the specified purposes as authorized by the District, Service Provider shall ensure that all CDI in its possession or in the possession of any subcontractors or agents is destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. Service Provider should use NIST Special Publication 800-88 Revision 1, Guidelines for Media Sanitization as a guideline in making data disposal and sanitization decisions. Service Provider shall take reasonable measures to protect against unauthorized access to or use of CDI in connection with its disposal. Destruction of CDI shall include redaction, destruction, erasure or other disposal of paper documents and electronic media so that these types of information cannot be practicably read or reconstructed. Service Provider shall share policies and procedures regarding redaction, destruction, erasure, or other disposal methods with the District upon request. Service Provider shall represent in writing to the District that it has destroyed all CDI and no longer has any CDI in its possession or control.

## DATA SECURITY AND CONFIDENTIALITY AGREEMENT

10. Security of Electronic Information. Service Provider shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures and technical safeguards to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from or on behalf of the District or its students or employees. Service Provider shall store and process CDI in accordance with industry best practices to secure CDI from unauthorized access, disclosure, and use. These security measures and technical safeguards shall be extended by express written agreement to all subcontractors and third parties used by Service Provider. Service Provider shall at a minimum:
- a. Protect and maintain the confidentiality of passwords used to access CDI.
  - b. Carry out updates and patch management for all systems and devices in a timely manner and to the satisfaction of the District, using an auditable process that can be reviewed by the District upon request.
  - c. Notify the District when Service Provider's access to CDI is no longer necessary.
  - d. Notify the District of all subcontractors or other third parties with access to the CDI through or on behalf of Service Provider, the level of such access and any subsequent changes in such access.
  - e. Notify the District when a subcontractor or third party no longer will have access to the CDI and confirm, in writing, that the subcontractor or third party has no CDI in its possession and no longer has access to the CDI; and
  - f. Notify the District if passwords used to access CDI by Service Provider, a subcontractor, or other third party are lost, stolen, or otherwise obtained or potentially obtained by unauthorized users.

If Service Provider's procedures and controls it uses to protect its own confidential information are more robust than the minimum requirements listed above, Service Provider agrees to use the same procedures and controls it uses to protect its own confidential information to protect the District's CDI. Service Provider will conduct periodic risk assessments, at a minimum of once per year, and remediate any identified security vulnerabilities in a timely manner. If, at any time during the duration of this Data Agreement, the District determines that the procedures and controls in place are not adequate, Service Provider shall institute any new and/or additional measures requested by the District within fifteen business days of the written request to do so.

11. Reporting Unauthorized Disclosure, Breach or Misuse of CDI. Service Provider shall immediately, and under no circumstances more than one (1) day following its discovery, report to the District any breach of any system containing CDI, unauthorized use or disclosure of CDI (including, but not limited to, unauthorized disclosure of CDI, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities). Service Provider's report shall identify:
- a. The nature of the breach, unauthorized use or disclosure.
  - b. The CDI accessed, used, or disclosed.
  - c. The identity of the person or entity who breached the system, made the unauthorized use, or received the unauthorized disclosure.
  - d. What Service Provider has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure; and
  - e. What corrective action Service Provider has taken or shall take to prevent further similar unauthorized use or disclosure.

Service Provider shall provide such other information, including a written report, as reasonably requested by the District. Service Provider shall have a plan for responding to a breach of data security developed pursuant to best practices in the industry and shall share that plan with the District upon request.

12. Reimbursement of Costs in Instance of Breach. Service Provider agrees to reimburse the District for any and all costs incurred by the District to investigate, respond to, and/or resolve any breaches, potential breaches, unauthorized access, use, or transfer of data by Service Provider or any subcontractor of a Service Provider, including but not limited to, where applicable, the cost of notifying individuals who may be impacted by the breach, attorneys' fees, and any monetary damages or penalties the District may be assessed.

## DATA SECURITY AND CONFIDENTIALITY AGREEMENT

13. District Access. Any CDI held by Service Provider will immediately be made available to the District upon request.
14. Data Ownership. The District will own, or retain all its rights in, all CDI that the District provides to Service Provider, as well as all CDI managed by Service Provider on behalf of the District including output, analyses, and other materials relating to or generated by services provided even if generated by Service Provider or extracted by Service Provider from District systems. All CDI, regardless of form, including originals, images and reproductions prepared by, obtained by, or transmitted to Service Provider in connection with this Data Agreement is confidential, proprietary information owned by the District.
15. Rights to Intellectual Property. The parties agree that all rights, including all intellectual property rights, shall remain the exclusive and sole property of the District and that Service Provider has a limited, non-exclusive license solely for the purposes of performing its obligations as outlined in any underlying agreement for goods or services. This Data Agreement does not give Service Provider any rights, implied or otherwise, to CDI, data, content, or intellectual property except as expressly stated in any underlying agreement between the parties. This includes but is not limited to the right to sell or trade CDI.
16. Insurance. Service Provider, without limiting any liabilities or any other obligations, shall procure and maintain, until all their obligations have been discharged, including any warranty periods under this Data Agreement, insurance against claims in connection with the performance of work from this Data Agreement by the Service Provider, its agents, representatives, employees or subcontractors. Service Provider shall provide proof of coverage with limits of liability not less than those stated below.

Network Security (cyber) and Privacy Liability insurance with minimum limits of \$2,000,000 per claim and \$2,000,000 annual aggregate, with the following requirements:

- Policy shall name Sahuarita Unified School District as an additional insured.
  - Policy shall contain no requirements for arrest and conviction.
  - Policy shall cover loss outside the premises of the Named Insured.
  - Policy shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs.
  - Policy shall include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.
17. Indemnity. Service Provider shall defend and hold the District, its Board Members, officers, agents, and employees, harmless from all claims, liabilities, damages, or judgments involving a third party, including the District's costs and attorneys' fees, which arise as a result of Service Provider's failure to meet any of its obligations under this Data Agreement.
  18. Remedies. If the District determines in good faith that Service Provider has materially breached any of its obligations under this Data Agreement, the District shall have the right to require Service Provider to submit to a plan of monitoring and reporting; to provide Service Provider with a fifteen (15) day period to cure the breach; or to terminate the work or services of Service Provider for the District immediately. Prior to exercising any of these options, the District shall provide written notice to Service Provider describing the violation and the action the District intends to take. The remedies described herein may be exercised by the District in its sole discretion and are in addition to any remedies permitted by law or pursuant to any other agreement between the parties.
  19. Subcontractors. Service Provider shall require that any subcontractor or agent receiving CDI is authorized by the District in writing to receive CDI and that the subcontractor or agent expressly agrees to be bound to the terms of this Data Agreement.

**DATA SECURITY AND CONFIDENTIALITY AGREEMENT**

- 20. Offshore Services. Direct services under this Data Agreement shall be performed within the borders of the United States. Any services that are described in this Data Agreement that directly serve the District and may involve access to secure or sensitive CDI or development or modification of software for the District shall be performed within the borders of the United States. Unless stated otherwise, this requirement does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of this Data Agreement. This provision applies to work performed by subcontractors at all tiers for all CDI.
- 21. Outside Requests for CDI. Service Provider shall immediately notify the District if Service Provider receives any kind of subpoena for or involving CDI, if any third-party requests CDI, or if Service Provider has a change in location or transmission of CDI. All notifications to the District required under this paragraph shall be sent to the District at \_\_\_\_\_@sahuarita.net. Under no circumstances shall Service Provider disclose or provide CDI to any third party without first notifying the District in writing and giving the District reasonable time to object to such disclosure.
- 22. Modifications. Service Provider will not modify or change how CDI is collected, used, or shared under the terms of this Data Agreement in any way without advance written notice to and consent from the District.
- 23. Arizona Law. This Data Agreement is made in the State of Arizona and shall be interpreted and governed by the laws of the State of Arizona. Any dispute arising out of or relating to this Data Agreement shall be brought in the \_\_\_\_\_ County Superior Court or the United States District Court, District of Arizona.
- 24. Term. This Data Agreement shall take effect upon execution by all parties and shall continue until expiration of any underlying agreement, if applicable, or until it is terminated in writing or superseded by a new Data Agreement.
- 25. Cancellation. The District reserves all rights that it may have to cancel this Data Agreement for possible conflicts of interest under ARS § 38-511, as amended.
- 26. Miscellaneous. The provisions of this Data Agreement shall survive the termination, cancellation or completion of all work, services, performances, or obligations by Service Provider to the District. This Data Agreement shall be binding upon the parties hereto, their officers, employees, and agents. Time is of the essence of this Data Agreement. Except as expressly modified by provisions of this Data Agreement, any underlying agreement for goods or services shall continue in full force and effect. In the event any inconsistencies exist between the terms of this Data Agreement and any underlying agreement, this Data Agreement shall control.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed by its authorized parties on its behalf.

**Sahuarita Unified School District #30**

(VENDOR NAME)

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	
<b>or</b>	
<b>Employer identification number</b>	

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER	CONTACT NAME: PHONE (A/C, No. Ext): <span style="float: right;">FAX (A/C, No):</span> E-MAIL ADDRESS:  INSURER(S) AFFORDING COVERAGE <span style="float: right;">NAIC #</span>
INSURED	INSURER A : INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			N / A			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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