

<b>RFP # 27-01-31</b> Media Buying/Advertising Services		Page 1 of 49
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**Solicitation No.: RFP 27-01-31**

Description: Media Buying and Advertising Services/Placement (inclusive of placement via; TV, Radio, Digital, Outdoor and Print for Marketing and advertising campaigns, Production services, copywriting, graphic design, and other services as needed)

**NOTICE OF REQUEST for PROPOSAL**

RFP Release Date	May 15, 2026
RFP Publication Dates	May 15, 2026 & May 22, 2026
RFP Pre-Offer Conference & Time	None
<b>RFP Submission Due Date and Time:</b>	<b>June 2, 2026 1 :00p.m. (Local AZ Time)</b>

**RFP Hard Copy Submissions: Sunnyside Unified School District No. 12**  
 2238 East Ginter Rd  
 Tucson, Arizona 85706  
 Attn: Karen Brookbanks  
**Ref: RFP # 27-01-31 Media Buying/Advertising Services**

Proposals must be submitted via Hard Copy to the address above . Proposals must be submitted in the requested hard copy format for this Solicitation; otherwise, they will not be considered.

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.C.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, competitive sealed proposals for the materials and/or services specified will be received **Sunnyside Unified School District at 2238 E Ginter Rd. Tucson AZ 85706**, until the time and date cited. Proposals received by the correct time and date shall be opened and the name of each bidder, the amount of each bid, and other relevant information deemed appropriate by the school district shall be recorded. All other information contained in the proposal shall remain confidential until award is made. Submitted proposals by bidders and all information contained within will be available for public inspection. Late proposals will not be considered.

The contract period shall be one (1) year with an option to renew for (4) one year renewal periods for a total of five (5) years.

**One (1) Master proposal Set (hard-copy) with separate Sealed Pricing + flashdrive, and Four (4) additional Hard Copies of Proposal are requested.** Proposals in response to this solicitation shall be submitted and received on or before the due date and time indicated above. Additional instructions for preparing a proposal are provided herein.

**Vendors are strongly encouraged to carefully read the entire Request for Proposal (RFP).**

**RFP # 27-01-31**Media  
Buying/Advertising  
Services

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

## **Introduction**

Sunnyside Unified School District is soliciting sealed proposals from a qualified advertising agency to serve as a strategic partner in developing and executing integrated marketing and advertising campaigns

Sunnyside Unified School District is interested in entering into an agreement with an advertising agency, for Media Buying and Advertising services to include: TV, Radio, Digital, Outdoor and Print for marketing and advertising campaigns, Production Services, Copywriting, Graphic Design, and other services as needed. It is preferable that your agency have experience working with Hispanic media.

SUSD serves approximately 14,000 students across 21 schools in Southern Arizona. As part of its commitment to informing, engaging, and empowering the community, the District has invested in a comprehensive brand strategy and communications infrastructure designed to elevate the perception and experience of public education.

The selected agency will partner with the District's Communications Department to advance key priorities, including student enrollment, staff recruitment, and community engagement, through high-impact, data-driven marketing efforts.

SUSD seeks a partner who will not only help execute campaigns, but also provide strategic counsel that challenges assumptions, improves outcomes, and strengthens the District's long-term brand and market position.

## **Purpose**

The purpose of this RFP is to identify an agency capable of delivering:

- Strategic marketing guidance aligned with district goals
- High-quality creative development across platforms
- Effective media planning, buying, and placement
- Measurable results through performance tracking and optimization
- Services Inclusive of Placement via; TV, Radio, Digital, Outdoor and Print for Marketing and advertising campaigns, Production services, copywriting, graphic design, and other services as needed)

RFP # 27-01-31

Media  
Buying/Advertising  
Services

The District seeks a partner that operates at a **strategic level**, not simply as a vendor executing isolated tasks.

### **Background**

SUSD has established a strong brand foundation, including its district-wide campaign, "You Will Love SUSD," which emphasizes storytelling, student success, and community pride.

The Communications Department functions as a full-service, in-house team responsible for brand management, content development, crisis communications, and community engagement. The selected agency will complement this work by providing external expertise in paid media strategy, creative campaigns, and audience targeting.

### **Scope of Work**

The selected agency should be able to provide the following services:

- A.** Strategic Planning: Campaign strategy, audience targeting, KPIs.
- B.** Creative Development: Multi-platform creative, bilingual assets.
- C.** Media Planning & Buying: Channel strategy, placement, negotiation.
- D.** Campaign Optimization: Monitor and improve performance.
- E.** Reporting: Metrics, insights, and post-campaign analysis.
- F.** Account Management: Dedicated contact and collaboration.

### **Proposal Page**

Agency overview, approach, experience, team, sample work, pricing, and references.  
One Page max per section below.

### **Proposal Requirements**

1. One (1) master proposal (hard copy) with sealed pricing proposal along with an electronic copy (flashdrive)\*, and (4) hard- copy proposals sets. Proposal shall be submitted by the date/time of the RFP deadline.

**RFP # 27-01-31**Media  
Buying/Advertising  
Services

2. \*An additional (1) electric copy (on flash drive with pricing proposal) of the proposal shall also be submitted in the Master Proposal set. Offerors shall submit sufficient information with their proposals that will allow for the District to accurately evaluate the capabilities and effectiveness of the submitting firm.

### **A. Agency Overview**

- Company background and experience
- Relevant experience with public sector or education clients

### **B. Approach & Methodology**

- Strategic approach to campaign development
- Creative process and philosophy
- Media planning and buying approach
- Use of data and analytics

### **C. Relevant Experience**

- Case studies demonstrating successful campaigns
- Examples of measurable outcomes

### **D. Team Structure**

- Key personnel assigned to the account
- Roles and responsibilities

### **E. Sample Work**

- Examples of creative campaigns across multiple platforms

### **F. Pricing**

- Detailed pricing structure/agencies fees

### **G. References**

- At least three client references from , if available Include one school district.

**RFP # 27-01-31**Media  
Buying/Advertising  
Services

Full Evaluation Criteria (Total Points 1,000)

- Step 1 = Pass/Fail Responsive/Responsible  
 Step 1.5 = Proposal review section total 600 Points  
 Step 2 = Interview/Demonstrations Presentation (Short List) section total = 200  
 Step 3 = Sealed pricing review total = 200

**Step 1 – Unpriced Technical Offer Submission & Evaluation**

Mandatory Pass/Fail Requirements - Responsive/Responsible

Before any technical scoring, each technical offeror must demonstrate compliance with:

- Complete Proposal Package (including required Attachments);
- Current licensure and fingerprint/background-check attestations; and
- Proposal submission to Sunnyside Unified School District before closing date/time.

Failure to satisfy any mandatory requirement will result in elimination from further consideration.

**Step. 1.5**

Submitted Proposals that pass Step 1 will be evaluated based on the following:

- Demonstrated strategic thinking and approach (125 points)
- Creative quality and brand alignment (125 points)
- Media planning and buying expertise (100 points)
- Data and analytics capabilities (100 points)
- Experience with similar organizations (75 points)
- Cultural competency and bilingual capabilities (75 points)

Upon evaluation of Step 1.5 of the submission, your firm may be selected for interviews/demonstrations (Short-List for Demonstrations)

**RFP # 27-01-31**Media  
Buying/Advertising  
Services

## Short-List for Demonstrations

The three highest-scoring technical offerors will be invited to participate in Step 2 demonstrations. All other offerors will be notified in writing that their technical offers were not selected for demonstration.

## Step 2 – Live In-Person Presentation/Demonstrations

### A. Demonstration Format

Each shortlisted bidder will deliver a 45-minute in-person onsite presentation/demonstration showcasing key functionalities including: Strategic thinking and campaign approach, measurement and analytics (reporting), Creative demonstration (Co. portfolio-samples), media strategy and budget allocation, understanding of SUSD brand and Community.

Demonstrations will be conducted under identical scenarios to ensure parity.

### B. Demonstration Scoring (200 Points Total)

Demonstrations will be evaluated on:

- Strategy/campaign approach (75 pts)
- Demonstration (Co Portfolio) (50 pts)
- Services Scalability /Analytics (40 pts)
- Brand understanding (35 pts)

Scores from Step 1 & 1.5 (Proposal Review) and Step 2 Short list (Presentation/demonstration) will be combined to produce a Final Technical Score out of 800 points.

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

**RFP # 27-01-31**Media  
Buying/Advertising  
Services

### Step 3 – Sealed Price Opening & Cost Evaluation

Upon completion of demonstrations, the sealed cost proposals of the three shortlisted bidders will be opened. Cost proposals will be evaluated for completeness and reasonableness; a standardized cost-scoring formula (200 points maximum) will be applied to ensure transparency.

- Cost-effectiveness , pricing, and transparency (200 points)

### References

Offeror shall provide a detailed section on accounts where same or similar services have been placed. Accounts shall be similar in size and scope to that of the Sunnyside Unified School District.

Offeror shall list below a minimum of three (3) references for clients that are similar in scope and size to this requirement. Preferably references should be from K-12 Districts within Arizona, from within the last three years. The references should be for similar services/goods.

References shall not be requested from employees or board members of the Sunnyside Unified School District No. 12.

References should be submitted on a separate document Titled “References” format below:

Firm/School/Entity:

Contact Name:

Phone:

Email:

Date of Services:

Scope of Services Provided:



## Uniform Instructions to Offerors

### UNIFORM INSTRUCTIONS TO OFFERORS

#### 1. Definition of Terms

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

- A. **“Attachment”** means any item the Solicitation requires an offeror to submit as part of the Proposal.
- B. **“Contract Amendment”** means a written document signed by the School District that is issued for the purpose of making changes in the Contract.
- C. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- D. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- E. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/ her designee.
- F. **“Responsible Bidder or Offeror”** means a person who at the time of contract award has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Responsibility is determined under the criteria published herein and in Rule R7-2-1075.
- G. **“Responsive Bidder or Offeror”** means a person who submits a bid or proposal which conforms in all material respects to the invitation for bids or request for proposals.
- H. **“Solicitation Amendment”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- I. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

#### 2. Inquiries

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer.

RFP # 27-01-31

Media  
Buying/Advertising  
Services

Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Solicitation 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.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Solicitation 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 the email communication to: [Karenb2@susd12.org](mailto:Karenb2@susd12.org) Procurement Manager, a written Solicitation Amendment. An offeror may not rely on verbal responses to inquiries.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- G. Pre-Solicitation Conference. If a Pre-Solicitation 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. Statements made during a pre-solicitation conference are not an amendment to the solicitation. 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 reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### 3. Offer Preparation

- A. Forms. An offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. Typed or Ink; Corrections. The Offer should be typed or in ink. Erasures, interlineations or other modifications in the Offer should be initial in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under A.A.C. R7-2-1030.

RFP # 27-01-31

Media  
Buying/Advertising  
Services

- C. Evidence of Intent to be Bound. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted on the Deviations and Exceptions page in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, may be rejected.
- 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. Acknowledgement of Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- 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 will conclude that the price(s) offered include all applicable taxes. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Offeror.
- K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror 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 governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

RFP # 27-01-31

Media  
Buying/Advertising  
Services

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

#### 4. Submission of Offer

- A. Hard Copy Proposal Submission. If determined by the District that electronic submission of offers is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the Solicitation. Unless otherwise instructed, a facsimile or electronically submitted Offer shall be rejected.
- B. Offer Amendment or Withdrawal. An offeror may modify or withdraw an Offer in writing at any time before Solicitation opening if the modification or withdrawal is received before the Solicitation due date and time at the location designated in the Request for Proposal. An Offer may not be amended or withdrawn after the Solicitation due date and time except as otherwise provided under A.A.C. R7-2-1028.
- C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District. Offers shall be open to public inspection after the Contract award, except for such Offers deemed to be confidential by the School District, pursuant to A.A.C. R7-2-1006. If an Offeror believes that information in its Offer contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall be provided on the Confidential/Proprietary Submittals page and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- 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

RFP # 27-01-31

Media  
Buying/Advertising  
Services

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 Offer; and

2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
3. By submission of this Offer, that neither it nor its principals are 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 Offer, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
5. By submission of this Offer, that Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1003(J).

## 5. Additional Solicitation 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 the lowest offeror.
- C. Late Offers, Modifications or Withdrawals. An Offer, Modification or Withdrawal submitted after the exact Solicitation due date and time shall not be considered except under the circumstances set forth in A.A.C. R7-2-1028(B).
- D. Disqualification. An Offer from an offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

RFP # 27-01-31

Media  
Buying/Advertising  
Services

- E. Offer Acceptance Period. An offeror submitting an offer under this Solicitation shall hold its Offer open for the number of days from the 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).
- F. 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 within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of this solicitation, the School District 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 reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that the School District determines is necessary to meet the needs of the School District.
- B. Contract Commencement. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the District authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for the District will be contingent upon the approval of the Governing Board, if applicable.

## 7. Protests

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

- A. Protest shall include:
1. The name, addresses, and telephone number of the interested party
  2. The signature of the interested party or the interested party's representative;

**RFP # 27-01-31**Media  
Buying/Advertising  
Services

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 C of the section, the interested party shall file the protest within ten (10) days after the school district makes the procurement file available for public inspection.
- 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 ten (10) days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.



## **UNIFORM GENERAL TERMS AND CONDITIONS**

### **1. Contract Interpretation**

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

### **2. Contract Administration and Operation**

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. 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 and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this



Contract. The School District 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 determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.

- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District 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 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. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. 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.

### 3. **Costs and Payments**

- A. Payments. Payments shall comply with the requirements of A.R.S. § 35-342 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Applicable Taxes.
  - 1. Payment of Taxes by the School District. The School District 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 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 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, the Contractor shall have a current I.R.S. W-9 Form on file with the School District.
- C. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District 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 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 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 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 of



materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

**D. Force Majeure.**

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

- E. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and that such delay or failure is caused by force majeure.
- F. Third Party Antitrust Violations. The Contractor assigns to the School District any claim for overcharges resulting from antitrust violation to the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.



## 6. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District of the materials or services, they shall be:
1. A quality to pass without objection in the trade under the Contract description;
  2. Fit for the intended purposes for which the materials or services are used;
  3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
  4. Adequately contained, packaged and marked as the Contract may require; and
  5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District 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.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- 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 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's Contractual Remedies

- A. Right to Assurance. If the School District 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's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
1. The School District 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 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 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 shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.



## 8. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. § 38-511 and A.A.C. R7-2-1087 (F) the School District 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 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 may, by written notice, terminate this Contract, in whole or in part, if the School District 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 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, 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 may, by written notice to the Contractor, immediately terminate this Contract if the School District 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 reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District 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. 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. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

The District may terminate for cause and for convenience the contract. Appendix II to 2 CFR Part 200 (Only applies to Federal Grant Funded contracts over \$10,000)



F. Termination for Default.

1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District 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.
3. The School District 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 for any excess costs incurred by the School District re-procuring the materials or services.

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

**9. Contract Claims**

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

**10. Gift Policy**

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

**11. Integrity of Offer**

By signing this Offer, 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 in connection with the submitted Offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted Offer or any resulting contract.

**12. Offshore Performance**

Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district or its clients and may involve access to secure or sensitive data or personal client data or

development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**13. Contractor’s Employment Eligibility**

By entering the contract, the contractor warrants compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.

Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

**14. Terrorism Country Divestments**

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

**15. Non-Discrimination**

The Contractor shall comply with State Executive Orders No. 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations including the Americans with Disabilities Act.

**16. Fingerprint Clearance Cards**

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

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

Additionally, contractors shall comply with the governing body fingerprinting policies of each individual School District.



## 17. Clarifications

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

## 18. Confidential/Proprietary Information

Confidential information request: If Offeror believes that its Offer contains trade secrets or proprietary information that should be withheld from public inspection as required by A.R.S. § 39-121, a statement advising the School District of this fact shall accompany the Offer, and the information shall be so identified wherever it appears. The School District shall review the statement and shall determine in writing whether the information shall be withheld. If the School District determines to disclose the information, the School District shall inform Offeror in writing of such determination.

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

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

Contract Terms and Conditions, Pricing and information generally available to the Public are not considered confidential information under this section.

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

## 19. Conflict of Interest

- A. All offerors must disclose the name of any officer, director, or agent who is also an employee or Governing Board member of the Sunnyside Unified School District.
- B. All offerors must disclose the name and any District employee or Governing Board member who owns, directly or indirectly, any interest in the offeror's business of any of its branches.



## **EDGAR CERTIFICATIONS**

The following certifications and provisions are required and apply when a school district FEDERAL FUNDS for any contract resulting from this procurement process. By submitting a solicitation response, the vendor agrees that the following terms and conditions apply to the Contract between the awarded vendor(s) and the District in all situations where Vendor has been paid or will be paid with federal funds.

This section of this solicitation document contains the Federal certifications which must be signed by the proposing vendor. Refusal of the vendor to sign the certification shall deem the solicitation response as non-responsive.

1. **Affordable Care Act:** The bidder understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). The bidder 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.
2. **Buy American Provision (only applies to Food & Nutrition food purchases):** The bidder will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). The bidder shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

Exceptions to the Buy American provision should be used as the last resort; however, an alternative or exception may be approved upon request. Exceptions include: (1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality, or (2) competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

3. **Lobbying** - Bidders are hereby advised that lobbying is not permitted with any District personnel or Board Members related to or involved with this solicitation until the Administration's recommendation for award has been approved by the Governing Board. All oral or written inquiries must be directed through the Purchasing Department.

Lobby is defined as "any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the Governmental Decision of a Board Member or ANY District Personnel after release and prior to the award of this contract by all entities." Any Bidder or any individuals that lobby on behalf of the bidder during the time specified will result in the rejection and disqualification of said bid.



4. **Disclosure of Lobbying Activities:** Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the bidder must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 (Only applies to contracts over \$100,000)
5. **Certification Regarding Lobbying:** Pursuant to 31 USC 1352, the bidder must submit a certification regarding lobbying which conforms in substance with the language provided in 2CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions.
6. **Certificate of Independent Price Determination:** The bidder admits that all prices in this bid 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 bidder or with any competitor certification regarding non-collusion.
7. **Civil Rights Compliance (only applies to Food & Nutrition contracts):** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
  - a. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
  - b. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).
8. **Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation:** The bidder will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use,



under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities.

9. **Contract Work Hours and Safety Standard Act:** The bidder shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over \$100,000)
10. **Debarment, Suspension, Ineligibility and Voluntary Exclusion:** By signing the Bid & Acceptance form, the bidder certifies that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The bidder shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000)
11. **Energy Policy and Conservation Act:** The bidder shall meet 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. (Pub. L. 94–163, 89 Stat.871.)
12. **Equal Employment Opportunity:** The bidder shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).
13. **Record Keeping:** The books and records of the bidder pertaining to operations under this Agreement shall be available to the District at any reasonable time. These records are subject to inspection or audit by representatives of the District, State Agency, the US Department of Agriculture (for food/nutrition only), and the US General Accounting Office at any reasonable time and place. The District shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S § 35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).
14. **Invoicing (only applies to Food & Nutrition contracts):** The bidder fully discloses all discounts, rebates, allowances and incentives received by the bidder from its suppliers. If the bidder receives a discount, rebate, allowance, or incentive from any supplier, the bidder must disclose and return to the District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the District. The bidder must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv).

No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the bidder receiving payments in excess of



the bidder's actual, net allowable costs. 7CFR§210.21 (f)(2). The return of purchase incentives, discounts, rebates, and credits will be to the Sponsor's non-profit Child Nutrition account.

15. **Termination Clause:** The District may terminate for cause and for convenience the contract. Appendix II to 2 CFR Part 200. (Only applies to contracts over \$10,000)
16. **E-Verify Requirement:** The bidder warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
17. Description of process for enabling vendors to receive or pick up orders upon contract award. Once the District has made the decision to order from a vendor of an awarded contract, price will be confirmed/verified and purchase orders issued and sent to the vendor, based upon the needs of the District. No volume is implied or guaranteed.
18. **Solid Waste Disposal Act:** The bidder shall comply with Section 6002 of the Solid Waste Act and its implementing regulations. 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 percentages 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.
19. **Minority & Woman Businesses:** When federal funding may be used, the District shall take affirmative steps to ensure minority businesses, women's business enterprises, and labor surplus area firms are notified of solicitation opportunities when possible. Prime contractors are required to take the same affirmative steps let 2 CFR Part 200.321
20. **Program Regulation (only applies to Food & Nutrition contracts):** Bidder shall be in conformance with applicable portions of the School Food Authority's (SFA) agreement under the program. Bidder will conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 225, and 250. Bidders shall provide products that meet Public Law 111-296, the Healthy Hunger-Free Kids Act of 2010 (HHFKA). bidder's products shall meet grade level caloric, sodium, saturated fat, and trans-fat requirements.
21. **Copeland Anti-Kickback Act and Davis-Bacon Act (for building projects in excess of \$2000):**
  - a. **Copeland "Anti-Kickback" Act** - All contracts and sub grants in excess of \$2000 for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act.
  - b. **Davis-Bacon Act** - The bidder shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).



**22. Contract Violations or Breach of Contract:** The District reserves all administrative, contractual and legal rights and privileges under applicable laws and regulations with respect to this procurement in the event of contractor violation or breach of contract.

**23. Rights to Inventions:** For all contracts that meet the definition of “funding agreement” and where the District wishes to enter into a contract with a small business firm or non-profit organization, the bidder shall comply with the Rights to Inventions made by non-profit organizations and small business firms under Government Grants, Contracts, and Cooperative Agreements.

**24. Domestic Preferences for Procurements:** As appropriate and to the extent consistent with law, the District, to the greatest extent practicable under a Federal award, prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

**25. Ban on Foreign Telecommunications:** Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

**26. Prohibition of Reprisals:** Sunnyside Unified School District is committed to complying with Federal requirements related to whistleblower protections.

To that end, an employee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee’s duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of:

- A. gross mismanagement of a contract or grant;
- B. a gross waste of public funds;
- C. a substantial and specific danger to public health or safety related to the implementation or use of public funds;
- D. an abuse of authority related to the implementation or use of public funds; or



- E. a violation of law, rule, or regulation related to a school district contract (including the competition for or negotiation of a contract) or grant, awarded or used relating to public funds.

## **SPECIAL INSTRUCTIONS TO OFFERORS**

### **1. District Representative**

In accordance with A.A.C. R7-2-1024(B.1.j), and the “Uniform Instructions To Offerors”, the District Representative is Karen Brookbanks, Procurement Manager, 2238 E. Ginter Road, Tucson, AZ 85706, phone number (520) 545-2052.

### **2. Questions**

All questions related to this Solicitation shall be in writing and directed to the Procurement Manager noted above in district representative . Offerors shall not contact or ask questions of the school or department for which the requirement is being procured. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. All questions will be responded to as soon as possible.

### **4. Contract Term**

Per A.A.C. R7-2-1042(A.3.b), it is the intent of the District to award a multi-term contract, beginning July 1, 2026 and continuing until 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.

Offeror shall be notified in writing by the Purchasing Department of the District’s intention to cancel the contract period at least thirty (30) calendar days prior to the expiration of the renewal contract period. Cancellation may be based upon lack of funds or offeror performance deficiencies.

### **5. Multiple Award**

Per A.A.C. R7-2-1042(A)(1)(c), the District reserves the right to make a multiple award to more than one Offeror. Where applicable, the School District reserves the right to make multiple awards or to award a contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District. Offerors are not required to bid on all items specified in this Solicitation. Offerors who provide an “All or Nothing” bid will be deemed non-responsive.

In accordance with A.A.C. R7-2-1042(A.1.v) the District **shall** consider partial offers for award of a contract under this RFP.



## **6. Evaluation and Award Basis**

Representatives of the District will evaluate proposals and score and rank them from the evaluation criteria as outlined in the RFP.

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

Per A.A.C. R7-2-1042(A)(1)(h) evaluation criteria are listed below in their relative order of importance (Specific weighing may be used, but will not be required):

1. During the course of the selection process, all prospective companies are cautioned not to contact School Board Members or Selection Committee Members or attempt to persuade or promote through other channels. Committee members will read, review and evaluate the proposals based on the evaluation criteria. A point formula system will be used to evaluate the offers. The District may call for interviews to clarify information received in the proposal. Firms may be asked to host a site visit and/or interview with the Selection Committee, they may also be asked to revise or modify their proposals following the receipt of other information. However, offering firms are cautioned that the District may proceed with an award, on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or best and final offers.

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

In accordance with A.A.C. R7-2-1042(A.1.v) the District shall consider partial offers for award of a contract under this RFP.

## **7. Solicitation Schedule**

The following schedule is tentative/any changes, amendments will be issued and notification made on the website..

RFP Released	May 15, 2026
RFP Publication Dates	May 15, 2026 & May 22, 2026
RFP Due Date and Time	June 2, 2026 1:00 pm local AZ time
RFP Evaluation/Interviews/ Presentation	June 15, 2026
RFP Governing Board - to be Awarded	June 23, 2026
Notice of Award Letters	June 24, 2026



## **8. Offeror Responsibility**

The successful Offeror shall protect all furnishings from damage and shall protect the school district's property from damage or loss arising in connection with this contract. Offeror shall make good any such damage, injury or loss caused by the operations, or those employees, to the satisfaction of the District. Any damage caused to District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.

The successful Offeror shall adequately screen all employees and, where applicable, independent contractors, and sub-contractors who may be involved in providing services under this contract to determine the appropriateness of their working at a public-school facility.

The successful Offeror shall take all necessary precautions for the safety of students, school employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws.

Successful Offeror agrees that they are fully responsible to the District for the acts and omissions of any and all persons whether directly or indirectly employed by them. They shall maintain such insurance as will protect them and the District from claims or damage from personal injury including death, which may arise from operations under this contract.

The successful Offeror must be prepared to provide an adequate workforce to ensure continuation of service.

The successful Offeror must provide adequate training for all contracted employees providing services under this contract.

## **9. Acknowledgement of Amendments**

In accordance with A.A.C. R7-2-1024(B.1.k), offeror shall acknowledge receipt of all amendments by signing the amendment acknowledgement of the RFP.

It is the responsibility of the Offeror to confirm, obtain, and acknowledge all amendments issued by the District prior to submission of their proposal response.

## **10. Offeror Required Contract/Agreement**

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

## **11. Authority**

**RFP # 27-01-31**  
Media  
Buying/Advertising  
Services



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

## **12. Integrity of Offer**

By signing this Offer, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the District, or per A.A.C. R7-2-1024(B.1.q) offeror has not engaged in collusion or anti-competitive practices in connection with the submitted Offer. Failure to sign the Offer, or signing it with a false statement, shall void the submitted Offer or any resulting contract.

## **13. Deviations to Offer**

The respondent shall clearly identify any/all exceptions to the RFP specifications or contract terms on the Deviations and Exceptions Form. Exceptions raised at a later time, or in any other location in the Response, will not be considered in any negotiations. Exceptions to the standard contract terms, General Conditions, and/or the terms of this RFP may, in the District's sole discretion, be a basis for the Response to be rejected as nonresponsive.

## **SPECIAL TERMS AND CONDITIONS**

- 1. Purpose** Pursuant to provisions of the Arizona School District Procurement Rules, Sunnyside Unified School District intends to establish a contract(s) for Media Buying /Advertising services

**Evaluation Schedule:** Proposal will be initially evaluated for conforming to the requirements of the RFP. Then a Technical Score will be given. The proposals with the three highest scores firms may be selected for additional evaluation with Interviews/Demonstration and businesses inspected to determine the best interest of the district.

### **Step 2. Short List - Vendor demonstrations/presentations**

Vendors that move on to the demonstration portion will be notified of information relating to date/time slot and location

#### **Presentation/Demonstration**

**Date: June 3, 2026**

**Location: Sunnyside District Office 2238 E Ginter Rd. Tucson AZ 85706**

**Terms of the Award(s)** It is the intent of the school District to issue a contract for the period indicated under contract period.

**RFP # 27-01-31**  
Media  
Buying/Advertising  
Services



**Award Basis:** Successful firms will be determined by Evaluation Criteria as indicated in the document. Awards will not be made on price alone. The district reserves the right to arrange for discussions to assist in the evaluation proposal in accordance with A.A.C. R7-2-1047.

**Deviations:** Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the proposal on the vendor's letterhead over the signature of the person signing the proposal form. Such appendages shall be considered part of the vendor's formal proposal. For the absence of any statements of deviation or exception, the proposal shall be accepted as in strict compliance with all terms and conditions.

**Reserved Rights:** If a vendor receives a proposal award, a purchase order is placed and the vendor is unable to meet the delivery requirements, meet service requirements, or materials that meets the Districts needs as outlined in this Request for Proposal, or is unable to hold proposal price, or fails to provide product or service within a responsible period of time, AND/OR Fails to provide product complying with proposal specifics, as determined by the District, the District reserves the right to go to the next lowest proposal price o equal quality which meets proposal specifics or seek alternate vendor. If the proposed item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if services is unsatisfactory, vendor must pick up item immediately, and replace to the districts satisfaction at no additional cost/charge,or issue full credit, for service a return visit must be rescheduled within 24hours. Rejected items must be removed from the District's premises by the vendor upon verbal notification.

**Evaluation:** In accordance with R7-2-1041 through R7-2-1050 and ARS 41-2534, award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Sunnyside School District. Representatives of the District will evaluate the proposals and to meet the requirements outlined in the RFP scope of work.

### **Mult-tiered Evaluation**

The District may call for interviews/demonstrations from the top three firms' proposals.

In addition to interviews, the District reserves the option to call for and enter into discussions/demonstrations with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District.

Sunnyside Unified School District serves primarily Hispanic and Spanish speaking populations.

## **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.

Successful Offeror shall be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming Sunnyside Unified School District No.12 as an additional insured party.

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

### 4. Affordable Care Act

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

### 5. Licenses

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.

### 6. 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.

### 7. Fingerprint Requirements

Fingerprint card(s) will be required for this contract, please refer to paragraph 15 under "Uniform General Terms and Conditions." The fingerprints must be received prior to work being done on any and all District property.



#### **8. Registered Sex Offender Restrictions**

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.

#### **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.

#### **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 right to obtain like services from other sources.

#### **11. Delivery of Services**

Services must be received within the 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.

#### **12. Dedicated Representative**

Offeror should have a DEDICATED representative available at all times during the contract period.

#### **13. Billing**

All billing notices must be sent to the District's Accounts Payable Department as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by Sunnyside Unified School District No.12 will refer to the RFP number of this solicitation. The successful bidder is to provide a monthly statement of the services provided.

#### **14. Price Clause**

Prices shall be firm for the initial 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. After the initial contract term and prior to any contract renewal, the Sunnyside School District No.12 will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The offeror shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other

**RFP # 27-01-31**  
Media  
Buying/Advertising  
Services



customers. All price adjustments will be effective upon acceptance of the Sunnyside Unified School District No.12.

**15. Fuel Surcharges**

No fuel surcharges will be accepted.

**16. Procurement Methods**

Any services obtained under this Request for Proposal shall be by purchase order with net 30-day payment terms.



## PROPOSAL SUBMITTAL REQUIREMENTS

Submit a letter of interest to include index tabs with Table of Contents

- Tab 1      **Background Information:** Offeror shall provide detailed information on the type of business, length of time doing business, and location of business, number of employees, training programs for employees, etc.
- Tab 2.      **Key Individuals Assigned to the District:** Offeror shall clearly detail the personnel that will be assigned to the District for the duration of the project. This information shall include sufficient background information on the personnel to include educational history, advanced degrees, certifications, number of workshops given, length of time doing this type of service.
- Tab 3.      **Scope of Services:** Offerors shall provide a detail on the scope of services that will be made available to the District. This will be a detailed listing of capabilities, resources, etc., that will be available to the District if awarded a contract. If your company will require the District to sign a contract/agreement, a copy of that document must be included in this section of your proposal response.
- Tab 4.      **References:** Offerors shall provide a minimum of three clients where similar services have been performed. Information shall include name of account, contact person, phone number, and brief review of services performed. Preference may be given to those offerors able to list educational clients Pre-K-12.
- Tab 5.      **Offer Cost Form/Fee Schedule:** Offerors shall provide specific detail by section on their fee schedule. The fee schedule shall provide an hourly rate and additional potential costs points including correspondence and travel (if necessary). See pages 28-32.
- Tab 6.      All Applicable Forms (**REQUIRED**):  
Offer and Acceptance Form  
Conflict of Interest Certification  
Deviations and Exceptions Form  
Confidential/Proprietary Submittals Form  
Acknowledgment of Amendment Form  
Non-Collusion Affidavit Form  
Sample Certificates of Insurance  
W-9 Form  
Certification of Forced Labor of Ethnic Uyghurs Ban  
Federal Edgar Certification Form
- Tab 7.      Additional Materials



**OFFER AND ACCEPTANCE FORM**

The Undersigned hereby submits an Offer and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the Offer.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this Offer, contact

Name:

Federal Employer Identification No.

Phone:

Fax:

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

E-Mail:

Company Name



Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip

Title

**CERTIFICATION**

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

1. The submission of the Offer did not involve collusion or other anti-competitive practices and offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O), A.A.C. R7-2-1003(J) and A.A.C. R7-2-1024(B.1.q) have occurred.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Offer. Signing the Offer with a false statement shall void the Offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 35-393, the offeror is not engaged in and for the duration of the contract will not engage in a boycott of Israel.
7. In accordance with A.R.S. § 35-394, the offeror is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors, or suppliers thereof.
8. In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
9. By submission of this Offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
10. By submission of this Offer, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.



ACCEPTANCE

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the School District.

This contract shall henceforth be referred to as Contract No.

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

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

\_\_\_\_\_  
Authorized Signature of School District Official



**STATEMENT OF NO BID -**

If you are not responding to this service/commodity, please complete and return **only** this form to: Sunnyside Unified School District, 2238 E. Ginter Road, Tucson, AZ 85706, or via email to the attention of the Procurement Manager [karenb2@susd12.org](mailto:karenb2@susd12.org) please print or type, except signature) (Due date prior to 6/2/2026 1 p.m. local time)

Failure to respond may result in deletion of Offeror's name from the qualified Offeror's list for the Sunnyside Unified School District No. 12.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

We, the undersigned, have declined to respond to your **RFP #** Service/Commodity

\_\_\_\_\_ We do not offer this product or the equivalent.

\_\_\_\_\_ Insufficient time to respond to this solicitation.

\_\_\_\_\_ Remove our name from this list only.

\_\_\_\_\_ Our product schedule would not permit us to perform.

\_\_\_\_\_ Unable to meet all insurance requirements.

\_\_\_\_\_ Other. (Specify below)

REMARKS:

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



SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



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

RFP

Firm:
(business name, address and telephone number)

As per A.R.S. #38-503, a Conflict of Interest states "Any public officer or employee of a public agency who has, or whose relative has, a substantial interest in any contract, sale, purchase or service to such public agency shall make known that interest in the official records of such public agency and shall refrain from voting upon or otherwise participating in any manner as an officer or employee in such contract, sale or purchase".

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

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

To report a Conflict of Interest:

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

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

Print Name
Signature of Authorized Representative
Date

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

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

Print Name
Signature of Authorized Representative
Date
Name of Firm



**DEVIATIONS AND EXCEPTIONS**

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

Exceptions (mark one):

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

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

The Undersigned hereby acknowledges that all ***deviations/exceptions*** to this solicitation are clearly listed on this form:

Company Name: \_\_\_\_\_ Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_  Authorized Signature: \_\_\_\_\_



**CONFIDENTIAL/PROPRIETARY SUBMITTALS**

Confidential/Proprietary Submittals (mark one):

\_\_\_\_\_ No confidential/proprietary materials have been included with this offer.

\_\_\_\_\_ Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform Terms and Conditions). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the District prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered.

**A complete digital copy and paper copy of the Offer response with the Confidential/Proprietary material redacted must be submitted with your Offer and so identified. Failure to submit a redacted copy may result in denial of request.**

Company Name: \_\_\_\_\_ Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_  Authorized Signature: \_\_\_\_\_



**ADDITIONAL MATERIALS SUBMITTED**

(Mark One):

\_\_\_\_\_ No additional materials have been included with this offer.

\_\_\_\_\_ Additional Materials attached (describe—attach additional pages if needed).

Company Name: \_\_\_\_\_ Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_  Authorized Signature: \_\_\_\_\_



**AMENDMENT ACKNOWLEDGMENT**

This page is used to acknowledge any and all amendments that might be issued. Any amendments issued within three (3) days of the solicitation due date, will include a new due date to allow for addressing the amendment issues. Your signature indicates that you took the information provided in the amendments into consideration when providing your complete offer response.

NOTE: It is the responsibility of the Offeror to confirm, obtain, and acknowledge all amendments issued by the District prior to submission of their proposal response.

Please sign and date

<b>AMENDMENT NO. 1 Acknowledgement</b>	Signature	Date
<b>AMENDMENT NO. 2 Acknowledgement</b>	Signature	Date
<b>AMENDMENT NO. 3 Acknowledgement</b>	Signature	Date

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

---

Firm

---

Authorized Signature

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ )  
 County of \_\_\_\_\_ )      ss.

Before me, the undersigned, personally appeared

\_\_\_\_\_, affiant,  
 (Name)  
 the \_\_\_\_\_  
 (Title)  
 (Contractor/Offeror)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham Proposal, or any other person, firm or corporation to refrain from submitting a Proposal, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror; and

That Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.R.S. § 15-213(O), A.A.C. R7-2-1042(A.1.L), and A.A.C. R7-2-1003(J).



(Signature of Affiant)

(Title)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature of Notary Public in and for the

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

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

**THIS FORM MUST BE NOTARIZED**

**Remote online notarization is acceptable in accordance with A.R.S. §§ 41-371 through 41-380 and should contain a statement substantially as follows: "This remote online notarization involved the use of communication technology." Resources regarding online notaries for Arizona can be found at: <https://azsos.gov/business/notary/enotary>**

**W9 Form**

I.R.S W-9 Form (Request for Taxpayer I.D. Number) is available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**Forced Labor of Ethnic Uyghurs Ban**

Please note that if any of the following apply to the Contractor, then the Offeror shall select the “Exempt Contractor” option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

**Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People’s Republic of China.**

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means Sunnyside Unified School District No. 12 (SUSD, the District), as a political subdivision of the State of Arizona.

**In compliance with A.R.S. §§ 35-394 et seq., all offerors must select one of the following:**

- The Company submitting this Offer **does not** use, and agrees not to use during the term of the contract, any of the following:
  - Forced labor of ethnic Uyghurs in the People’s Republic of China;
  - Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or
  - Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
- The Company submitting this Offer **does** participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
- Exempt Contractor**  
 Indicate which of the following statements applies to the Contractor (may be more than one):
  - Contractor is a sole proprietorship;
  - Contractor has fewer than ten (10) employees; and/or
  - Contractor is a non-profit organization.

Vendor’s Name:

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Address, City, State, and Zip Code:

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

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

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

Signature of Authorized Represen   
\_\_\_\_\_

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

**DOCUMENTS REFERENCED:**

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

Arizona Revised Statutes (A.R.S.) is available at: <http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at: <https://azsos.gov/rules/arizona-administrative-code>

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