

**CHINLE S CHINLE UNIFIED SCHOOL DISTRICT #24  
P.O. Box 587, Chinle, Arizona 86503**

**Telephone: (928) 674-9645 ∞ Fax: (928) 674-9644**

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**REQUEST FOR PROPOSAL  
ADM24-1407 FINANCIAL AUDIT SERVICES**

**Chinle Unified School District #24  
P.O. Box 587 (*mailing address*)  
19 Route 27 (*delivery address*)  
Chinle, Arizona 86503  
Telephone: (928) 674-9645 • Fax: (928) 674-9644**

**Seal Bids will be accepted until  
MAY 4, 2023 at 4:00 p.m. MDST  
At CUSD#24 Administration Building  
Purchasing Department**

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**I. PURPOSE**

*The purpose of this Request for Proposals (RFP) is to enter into a contract with a qualified Certified Public Accountant or Public Accountant to conduct an annual audit of financial transactions and accounts kept by or for the District, subject to the Single Audit Act Amendments of 1996 (P.L. 104-156) for the (5) year(s) ending June 30, 2028, and to complete the Uniform System of Financial Records (USFR) Compliance Questionnaire. (If the audit periods extend beyond a single annual audit, include all audit periods in the RFP. In no case should the request for proposals/audit contract include audit work on more than 5 fiscal years.) The District reserves the right to suspend the provisions of the contract for any year in which the District expends less than the qualifying amount of federal awards set forth in the Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.*

**II. GENERAL INFORMATION**

**A. Mandatory Qualifications**

The following qualifications are mandatory for audit firms submitting proposals:

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

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

Interested, qualified audit firms may submit a proposal to Chinle School District No. 24 at the following address:

Chinle Unified School District No. 24  
PO Box 587 (*mailing address*)  
19 Route 27 (*delivery address*)  
Chinle, Arizona 86503

*(All responses must be received in hard copy, 1 original and 3 copies and a flash drive) 4 copies of the proposal are required. They should be prepared in accordance with the proposal format requirements discussed in this RFP, and packaged in such a manner that the outer wrapping clearly indicates the RFP number.*

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

1. Sealed proposals will be received until 4:00 pm, Mountain Daylight Saving Time, on May 4, 2023 at the District address listed above. No proposals will be accepted after the time indicated. Proposals received after the deadline will be stamped with time and date and returned unopened.
2. Proposals will be evaluated the week of May 8-12, 2023. Please have staff available at that time to respond to questions by telephone.
3. Discussions with individual audit firms may be held to clarify proposals.

If such discussions are held with any or all audit firms, all audit firms will be notified that a best and final offer may be submitted by May 12, 2023. The best and final offer provides the opportunity for audit firms to revise their proposals, including the fee for the services, based on additional information gathered during the oral discussions. If a best and final offer is not submitted, the previous offer will be construed as the best and final offer.

4. Contract award is expected to be made on or before June 13, 2023. The contract will be awarded on the basis of demonstrated competence and qualifications to perform the required services at fair and reasonable compensation. However, after the audit firm is selected, the Auditor General will review the proposed contract and approve or disapprove it in accordance with Arizona Revised Statutes (A.R.S.) §§15-914(E) and 41-1279.21(A)(4), and *Arizona Administrative Code* R4-44-117. Only upon approval of the proposed contract by the Auditor General will then contract be signed by the school district administrator and the selected audit firm.

The District will send a letter to inform each audit firm submitting a proposal whether the proposal was accepted or rejected.

5. Audit work may begin as soon as the Auditor General approves the proposed contract. Audit work must be completed by December 30<sup>th</sup> of each year.
6. A preliminary draft of the reports should be completed and an exit conference held no later than December 30<sup>th</sup> of each year.
7. The final reports should be submitted to the District no later than January 30<sup>th</sup> of each year.

Cost and price information provided in the proposal will be held confidential and will not be disclosed to competing audit firms prior to selection of the audit firm. Information on total bid price may be disclosed after the audit firm has been selected.

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

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

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

1. Mandatory Criteria
  - a. The audit firm is independent and properly licensed.
  - b. The audit firm's professional staff has received the required continuing professional education within the preceding 2 years.

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

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

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

**III. PROPOSAL FORMAT**

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

**A. Title Page**

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

**B. Table of Contents**

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

**C. Letter of Transmittal**

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

1. The audit firm's understanding of the work to be performed.

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

**D. Audit Firm Profile and Qualifications**

The following information should be included:

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

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

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

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

*The audit work plan should demonstrate the audit firm's understanding of the audit requirements of a single audit as specified in OMB Circular No. A-133 and the audit tests and procedures to be applied in completing the audit work plan.*

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

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

**F. Cost Proposal**

The cost portion of the proposal should be submitted along with the proposal, but in a separate sealed envelope.

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

**A. General**

Chinle School District No. 24 is a political subdivision of the State of Arizona located in Apache County. The District consists of approximately 3412.236. The District operates on a July 1 to June 30 fiscal year.

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The accounting policies of Chinle School District No.24 conform to generally accepted accounting principles (GAAP) as adopted by the Government Accounting Standards Board (GASB) or Financial Accounting Standards Board (FASB), as applicable.

**B. Reporting Entity**

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

**C. District Funds**

The basic financial statements include both government-wide statements and fund financial statements. The government-wide statements focus on the District as a whole, while the fund financial statements focus on major funds. Each presentation provides valuable information that can be analyzed and compared between years and between governments to enhance the usefulness of the information.

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

<b>Governmental</b>	<b>Number of Funds</b>
General Fund	1
Major Fund(s)	30
Non-Major Fund(s)	39
<b>Enterprise</b>	
Major	5
Non-Major Fund(s)	5
<b>Other Fund Types</b>	
Internal Service	3
Agency	5

**D. Federal and State Financial Assistance**

(List federal and state financial assistance programs and approximate annual expenditures in each program.)

Title I - \$4,960,955

Title II - \$491,643

Title III- \$115,342

Indian Ed - \$684,845

Idea Basic - \$585,341

Preschool - \$5,142

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Navajo Preschool - \$50,000  
Jom - \$368,090  
CTE Perkins - \$200,009  
High Quality Early Learning - \$3,839,332  
Erate -\$657,801  
Impact Aid -\$26,692,101  
Gear up \$ 24,000  
JROTC \$51,955  
CTE Priority \$34,640  
ARP – IDES Consolidated - \$54,262  
CSI Mini – Grant Entitlement - \$17,389  
School Safety Program Expansion - \$265,500  
CTE Az Industry Credentials Incentive Program - \$14,067.57  
Dyslexia Training Designee Grant - \$27,500  
Fresh Fruit and Vegetable Program - \$128,950  
ESSER II - \$10,485,054  
ESSER III - \$21,535,308

**Basis of Accounting**

The government-wide, proprietary, and fiduciary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Property taxes are recognized as revenue in the year for which they are levied.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The District considers all revenues reported in the governmental funds to be available if the revenues are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they are due and payable. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

All internal service funds of the District follow FASB Statements and Interpretations issued on or before November 30, 1989; Accounting Principles Board Opinions; and Accounting Research Bulletins, unless those pronouncements conflict with GASB pronouncements.

**F. Budgeting and Budgetary Control**

The District adopts an annual operating budget for expenditures for all governmental fund types on essentially the same modified accrual basis of accounting used to record actual expenditures. The Governing Board presents a proposed budget to the Superintendent of Public Instruction and County School Superintendent by July 5. The Governing Board legally adopts the final budget by July 15, after a public hearing has been held. Once adopted, the budget can be increased or decreased only for specific reasons set forth in A.R.S.



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Budgetary control over expenditures is exercised at the fund level. However, the General Fund is budgeted 20,968,444, any of which may be overexpended with the prior approval of the Governing Board at a public meeting, providing the expenditures for all subsections do not exceed the General Fund's total budget.

Encumbrance accounting, under which purchase orders, contracts, and other commitments to expend monies are recorded to reserve that portion of the applicable fund balance, is not employed by the District during the year. However, at year-end the County School Superintendent must encumber in the General, Unrestricted Capital Outlay, Soft Capital Allocation, and Adjacent Ways Funds the amounts necessary and available to pay liabilities outstanding for goods or services received but unpaid at June 30. Warrants may be drawn against the encumbered amounts for 60 days immediately following the close of the fiscal year. After 60 days, the remaining encumbered balances lapse and any cash balances remaining in these funds are used to reduce District taxes for the next budget year.

**G. Deposit of District Monies**

In accordance with A.R.S. §15-341(A)(20), the District deposits with the County Treasurer all monies received, except student activities monies (A.R.S. §15-1122); auxiliary operations monies (A.R.S. §15-1126); monies withheld or received from employees, former employees, board members, and other persons for insurance programs (A.R.S. §15-1223); and grants and gifts to teachers (A.R.S. §15-1224). The County School Superintendent (or school districts that have assumed accounting responsibility in accordance with A.R.S. §15-914.01) draws warrants on funds on deposit with the County Treasurer upon presentation of a voucher by the District Governing Board to expend District monies on deposit with the County Treasurer.

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

<u><b>Bank Account Name</b></u>	<u><b>Bank Name and Location</b></u>
Maintenance and Operation Fund revolving account	National Bank of Arizona
Miscellaneous Receipts clearing account	Wells Fargo
Food Service Fund clearing account	Wells Fargo
Food Service Fund revolving account	None
Auxiliary Operations Fund account	Wells Fargo
Auxiliary Operations Fund revolving account	None
Student Activities Fund account	Well Fargo
Student Activities Fund revolving account	None
Federal Savings Bond Withholdings account	National Bank of Arizona
Federal Payroll Tax Withholdings account	
State Income Tax Withholdings account	None
Employee Insurance Programs Withholdings account	None
Grants and Gifts to Teachers account	None
Principals' Supplies account	None
Electronic Payments clearing account	National Bank of Arizona
Payroll Direct Deposits clearing account	National Bank of Arizona
_____	_____
_____	_____

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**H. Magnitude of Financial Activity**

The District’s total expenditures budgeted for the years ended June 30, 2021, and June 30, 2022, were 106,979,878 and 104,567,413, respectively. The following are selected elements of revenues and expenditures for those fiscal years:

<u>Estimated Revenues</u>	<u>Year Ended June 30, 2021</u>	<u>Year Ended June 30, 2022</u>
State aid	22,291,952	21,502,605
Federal revenue	27,865,766	25,951,136
Other sources		
Primary tax levy	464,124	368,106
Secondary tax levy		
<u>Budgeted Expenditures</u>	<u>Year Ended June 30, 2021</u>	<u>Year Ended June 30, 2022</u>
General Fund	39,646,940	40,672,552
Unrestricted Capital Outlay Fund		
Soft Capital Allocation Fund		
Federal Projects Funds	44,129,069	41,711,199
State Projects Funds	23,203,869	22,183,662
Debt Service Funds	Ø	Ø
Other Governmental Funds		
Proprietary Funds		

The District has approximately 600 employees with estimated payroll expenditures of \$27,660,114 and \$26,345,528 for the years ended June 30, 2021 and June 30, 2022, respectively.

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

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

The USFR includes a Chart of Accounts that provides for the establishment of a complete accounting system including the recording of assets, liabilities, fund equity, revenues, and expenditures. The Chart ensures compliance with U.S. GAAP, and meets the requirements of the U.S. Department of Education’s account classifications and A.R.S. The account codes and titles listed in the chart must be used by the District.

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

**J. Additional Information**

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Audit Reports completed by December 30 of each year for CAFR and SARP by January 30

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**K. Prior-Year Information**

Annual budgets, annual financial reports, and financial statements for the (2021) year June 30, 2022, will be sent to interested, qualified audit firms upon request, or may be examined at the District office.

**V. NATURE OF SERVICES REQUIRED**

The selected audit firm will be required to perform an annual audit for the 5 years ending June 30, 2028, *in accordance with generally accepted auditing standards, GAS, the Single Audit Act Amendments of 1996, and OMB Circular No. A-133. In addition, the audit firm must complete a USFR Compliance Questionnaire, which will be used to help determine the District's compliance with the USFR. These requirements are summarized below:*

**A. Procedures to Be Performed**

1. Audit the financial statements in accordance with generally accepted auditing standards and GAS.
2. Obtain an understanding of the possible effects of laws and regulations on the financial statements.
3. Consider the factors influencing audit risk and obtain an understanding of the District's internal control structure.
4. *Test the District's compliance with the requirements applicable to federal award programs.*
5. Document results of tests in audit documentation in accordance with GAS paragraphs 4.19 through 4.24.
6. Obtain written representations from District management.
7. Ascertain whether the District established policies and performed procedures listed on the USFR Compliance Questionnaire. (See subsection C below for further instructions.)

**B. Reports to Be Issued**

*To comply with OMB Circular No. A-133, an **audit reporting package** and **data collection form** must be issued. The reporting package must include the following:*

1. *Financial Statements, including the audit firm's opinion thereon*
2. *Schedule of Expenditures of Federal Awards, including the audit firm's opinion thereon*
3. *Summary Schedule of Prior Audit Findings*
4. *Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*

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5. *Report on Compliance with Requirements Applicable to Each Major Program and Internal Control Over Compliance in Accordance with OMB Circular No. A-133*
6. *Schedule of Findings and Questioned Costs*
7. *Corrective Action Plan*

**C. USFR Compliance Review Requirements**

Districts must comply with the USFR. To help determine whether districts are in compliance, the Auditor General has developed the USFR Compliance Questionnaire, which consists of a series of questions to be completed by the District's audit firm regarding requirements set forth in the USFR and A.R.S. Assertions on the USFR Compliance Questionnaire made by the audit firm must be adequately supported in the audit documentation (e.g., by inspection, inquiry, observation, or examination). The audit firm may acquire a copy of the USFR Compliance Questionnaire from the District.

The selected audit firm must complete and submit the USFR Compliance Questionnaire and management letter to the Auditor General. The Auditor General will then inform any district that fails to comply at a satisfactory level with the requirements of the USFR of the District's deficiencies, giving the District 90 days in which to correct the cited deficiencies.

The USFR Compliance Questionnaire should be presented separately from other reports.

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

Following completion of draft reports, the audit firm must submit 4 copies of the reports and the audited financial statements to the audit liaison, Priscine Jones, Business Manager, for review.

Upon completion of the final reports, the audit firm must provide 15 copies of the audit reporting package to the District, and **one** copy of the audit reporting package, USFR Compliance Questionnaire, and management letter to the Office of the Auditor General either by e-mail at:

[asd@azauditor.gov](mailto:asd@azauditor.gov)

or by US mail or hand delivery at:

State of Arizona  
Office of the Auditor General  
2910 North 44th Street, Suite 410  
Phoenix, AZ 85018

**One** copy of the reporting package, USFR Compliance Questionnaire, and management letter must be submitted to ADE's Audit Resolution Unit.

*Additionally, the audit firm must submit **one** copy of the audit reporting package and data collection form to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at the following Web address: <http://harvester.census.gov/fac/collect/ddeindex.html>*

*In addition to the copies provided above, the audit firm must also provide **one** copy of the audit reporting package to other pass-through entities when the schedule of findings and questioned costs discloses audit findings related to federal awards that the pass-through entities provided or the summary schedule of prior audit findings reports on the status of prior findings related to federal awards that the pass-through entities provided.*

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

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A.R.S. §§15-914(E) and 41-1279.21(A)(4) require the Auditor General to ensure that completed audits are conducted in accordance with generally accepted auditing standards, GAS, *OMB Circular No. A-133*, and the minimum audit and reporting standards prescribed by the Auditor General. **An audit will not be accepted as meeting the requirements of this section until it has been approved by the Auditor General.**

**VII. EXIT CONFERENCE REQUIREMENTS**

The audit firm must be available to participate in one or more exit conferences with members of the District and the District Governing Board. Exit conferences must be coordinated through the audit liaison, Priscine Jones, Business Manager. The purposes of the exit conferences are to discuss the draft audit reports with the District, identify any errors, and obtain comments on report findings and recommendations.

**VIII. AUDIT DOCUMENTATION**

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

**IX. CONTRACTUAL ARRANGEMENTS**

**A. Multi-Year Contracts**

If the monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the audit firm reimbursed for the reasonable value of any nonrecurring cost incurred but not amortized in the price of services delivered under the contract or which are otherwise not recoverable.

*The District reserves the right to suspend the provisions of the contract for any year in which the District expends less than the qualifying amount of federal awards set forth in OMB Circular No. A-133.*

**Other Provisions**

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**X. RIGHT TO REJECT**

The District reserves the right to:

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

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**XI. ASSISTANCE AVAILABLE TO AUDIT FIRMS**

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

The most recent audit of the District was performed for the 2021 year(s) ended June 30, 2022, by Heinfeld, Meech. The audit firm's reports, issued June 30, 2022, contained a no opinion. Audit documentation related to the aforementioned audit is no available for inspection.

**B. District Assistance**

District officials and staff will be available to assist the audit firm by providing information, documentation, and explanations as required. Priscine Jones, Business Manager, will be the audit liaison between the District and the audit firm.

**C. Grantor Assistance**

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

Refer any questions regarding this Request for Proposals to:

Carmelita Norcross, Purchasing Agent, Telephone (928) 674 -9645

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**STANDARD TERMS AND CONDITIONS**

The following terms and conditions are an explicit part of the bid Proposals/bids and any resultant contract. Any exceptions thereto must be specific and in writing.

1. **CERTIFICATION:** by signature in the Offer section of the Offer and Contract Award page the Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anticompetitive practices.
  - B. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246 and state executive Order No. 75.5 and A.R.S. Section 31-1461 et.seq.
  - C. The Vendor 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 sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **CONTRACT:** The contract between the district and the Contractor shall consist of (1) the solicitation, including instructions, all terms and conditions, specifications, scope of work, attachments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the two documents referenced above, the provisions and requirements in the solicitation shall govern. However, the District reserves the right to clarify and contractual terms in writing with the concurrence of the contractor, and such written Contract shall govern in case of conflict with the applicable requirements stated in the solicitation the Vendor's offer. The solicitation shall govern in all other matters not affected by the written contract.
3. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contract or other documents, which have been executed between the bidder and the District are not applicable to this Solicitation or any resultant contract.
4. **CONTRACT MODIFICATION:** No modification of this contract shall bind Buyer unless a formal Contract Amendment is executed between Buyer and Vendor.
5. **TERM OF CONTRACT:** The term of the resultant contract shall commence upon award and shall remain in effect for a period of one (1) year thereafter unless terminated, canceled or extended as otherwise provided herein.
6. **CONTRACT EXTENSION:** The District reserves the right to unilaterally extend the period of any resultant contract for supplemental periods up to a maximum of five (5) years, all of which must not exceed sixty (60) months from date of contract award.
7. **PRICE ADJUSTMENT:** The Purchasing Department will review fully documented request for price increases after the contract has been in effect for 90 days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of bid and can be shown to directly affect the price of the item concerned. The Purchasing Department will determine, through competitive market review, trade publication, independent price indices, and/or other means, whether the requested price increase, or an alternative option, is in the best interest of the District. The Contractor shall likewise offer any published price reduction to the District concurrent with its announcement to other customers. All price adjustments will be effective on the first day of the month following approval or acceptance by the Purchasing Department.
8. **SUBCONTRACT:** The Contractor shall enter into no subcontract with any other party to furnish any of the material, service or construction specified herein without the advance approval of the District. All subcontracts shall comply with the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the Subcontractor were the Contractor referred to herein. The contractor is responsible for contract performance whether or not subcontractors are used.
9. **SERVABILITY:** Any provision of this Contract which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.
10. **RELATIONSHIP OF PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from a District payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.
11. **PACKING AND SHIPPING:** Vendor shall be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination, address and purchase order number.

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12. **GRATUITIES:** The Buyer may, by written notice to the Vendor, cancel this Contract if it is found by Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Vendor or any agent or representative of the Vendor, to any officer or employee of the Chinle Unified School District No. 24 with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing or such order. In the event Buyer cancels this Contract pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Vendor the amount of the gratuity.
13. **WARRANTIES:** Vendor warrants that all material, service or construction delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purposes. Any inspection or acceptance of the goods by Buyer shall not alter or effect the obligations of Vendor or the right of Buyer under the foregoing warranties.
14. **ADVERTISING:** Vendor shall not advertise or publish, without Buyers prior consent the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper request for information as provided by appropriate statutes.
15. **TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives the goods at the point of delivery.
16. **INSPECTION:** all material, service, or constructions are subject to final inspection and acceptance by Buyer. Material failing to meet the requirements of this Contract will be held at Vendor's risk and may be returned to Vendor. If so returned, the cost of transportation, unpacking, inspections, re-packing, re-shipping or other like expenses are the responsibility of the Vendor.
17. **INDEMNITY:** Vendor agrees to indemnify and save the Buyer harmless from any damage or expense whatsoever resulting to the Buyer from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this Contract and upon written request Vendor will defend at its own cost and expense any legal action or suit against buyer involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits. Vendor will indemnify Buyer against all claims for damages to person or property resulting from defects in materials or workmanship.
18. **LIENS:** All material, service, or construction provided under this Contract shall be free of all liens and, if buyer requests, a formal release of all liens will be delivered to Buyer.
19. **REMEDIES AND APPLICABLE LAW:** This Contract shall be governed by, and Buyer and Vendor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona except as otherwise provided in this contractor or in statutes pertaining specifically to the District. The laws of the State of Arizona shall govern this contract, and suits pertaining to this contract may be brought only in the Courts of the State of Arizona.
20. **CONFLICT OF INTEREST:** Pursuant to A.R.S. Section 38-511, this Contract is subject to cancellation by Buyer if any person significantly involved initiating, negotiating, securing, drafting, or creating the Contract on behalf of the District is, at any time while the Contract is in effect, an employee of any other party to the Contract is in effect, or employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.
21. **FORCE MAJEURE:**
  - A. 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 is 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; floods, lockets, injunction-intervention-acts, or failures or refusal 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. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement.

Force majeure shall not include the following occurrences:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
  2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and condition.
- B. If either party is delayed at any time in the progress of the work by force majeure, than the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed Certified-Return Receipt and shall make a specific reference to this



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article thereby invoking its provision. 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 modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

22. RIGHT TO ASSURANCE: Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
23. INTERPRETATION-PAROL EVIDENCE: This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in Contract. Acceptance or acquiescence in a course of performance rendered under this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to Control.
24. SCHOOL DISTRICT PROCUREMENT RULES: Arizona School District Procurement Rules, Arizona Administrative Code, Title 7, Chapter 2, Article 10, R7-2-1001, et. Seq., and the Contract Claims and controversies provisions thereof, R7-2-1155, et. Seq., in particular, are a part of this document as if fully set forth herein.
25. PROVISIONS REQUIRED BY LAW: Each and every provision of law any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
26. COMPLIANCE OF LAWS: The final contract must be in compliance with all federal and Arizona laws and regulations and is subject to termination for non-availability of funding and for pre-payment, without penalty. In addition, all agreements are subject to review by District Legal Counsel.
27. CHOICE OF LAW: The parties hereby agree that this Agreement was negotiated, made and entered into in Arizona and under the laws of Arizona.
28. ARBITRATION: This contract is subject to arbitration to the extent required by A.R.S. 12-1518.
29. RIGHTS AND REMEDIES: No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as a waiver by the District of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the District to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the District to insist upon the strict performance of the contract.
30. PROTESTS: Protests shall be filed, and shall be resolved, in accordance with A.R.S. Title 41, Chapter 23, Article 9 and A.C.R.R. R2-7-901 through R2-7-937. A protest must be in writing and must be filed with the purchasing agency (procurement officer). A protest of a solicitation must be received at the purchasing agency before the solicitation opening date. A protest of a proposed award or of an award must be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest must include:
  - A. The name address and telephone number of the protester;
  - B. The signature of the protester or its representative;
  - C. Identification of the purchasing agency and the solicitation or contract number;
  - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
  - E. The form of relief requested.
31. RIGHT TO AUDIT RECORDS: The district may, at reasonable times and places, audit the books and records of any Contractor or Subcontractor in accordance with A.R.S. 41-2548.
32. RIGHT TO INSPECT PLANT: The District may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded, in accordance with A.R.S. 41-2547.
33. PATENTS AND COPYRIGHTS: All services, information, computer program elements, reports and other deliverables which may be patented or copyrighted and created under this contract are the property of the District and shall not be used or released by the Contractor or any other person except with the prior written permission of the District.
34. PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN DISTRICT PERSONNEL: All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the District's

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needs in accordance with A.R.S. Chapter 23, Article 4. No person preparing specification shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications (A.C.R.R. R2-7-411).

35. **COST OF BID PREPARATION:** The district will not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
36. **PUBLIC RECORD:** All bids submitted in response to this invitation shall become the property of the District and will become a matter of public record available for review, subsequent to the award notification, as provided for by the Arizona Procurement Code.
37. **DELIVERY ORDERS:** The district shall issue a Purchase Order for the materials, service or construction covered by this contract. All such documents shall reference the contract as indicated on the Offer and Contract Award.
38. **PAYMENT:** A separate invoice shall be issued for each shipment of material or of service performed, and no payment will be issued prior to receipt of material, service or construction and correct invoice.
39. **CANCELLATION:** The District reserves the right to cancel the whole or any part of this contract due to failure of the contractor to carry out any term, promise, or condition of the contract. The District will issue a written ten (10 day notice of default to the contractor for acting or failing to act as in any of the following:
  1. In the opinion of the District, the contractor provides material that does not meet the requirements of the contract;
  2. In the opinion of the District, the contractor fails to perform adequately the services required in the contract;
  3. In the opinion of the District, the contractor attempts to impose on the District materials, products, service, or workmanship, which is of an unacceptable quality.
  4. The contractor fails to complete the required work or furnish the required materials within the time stipulated in the contract.
  5. In the opinion of the District, the contractor fails to make progress in the performance of the requirements of the contract and/or gives the District a positive indication that the contractor will not or cannot perform to the requirements of the contract.

The District may resort to any single or combination of the following remedies.

1. Cancel any contract for any of the above stated reasons;
  2. Reserve all rights or claims to damage for breach of any covenants of the contract;
  3. Perform any test or analysis on materials as to whether they conform in all respects to the specifications of the contract. If the results indicate noncompliance with the specifications, any actual expense of testing will be borne by the contractor.
  4. In case of default, the District reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor. The District may recover any actual excess costs by:
    1. Deduction from an unpaid balance;
    2. Collection against the bid and/or performance bond, or;
    3. Any combination of the aforementioned remedies or any other remedies as provided by law.
40. **CONTRACT TERMINATION:** Either party may discontinue this contract without default by providing a written thirty (30) day notice of termination to the other party.
41. **AWARD OF CONTRACT:**
- A. Unless the Offeror states otherwise, or unless otherwise provided within the Request for Proposals/bids the District reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the District.
  - B. All prices quoted are to be F.O.B. Chinle, Arizona;
  - C. The District reserves the right to buy on a non-exclusive basis;
  - D. All items bid must be in accordance with the unit of measure specified.
  - E. Notwithstanding any other provision of the Request for Proposals/Bids the District expressly reserves the right to:
    1. Waive any immaterial defect or informality; or
    2. Reject any or all Proposals/Bids or portions thereof; or

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3. Reissue a Request for Proposals/bids.
- F. A response to a Request for Proposals is an offer to contract with the District based upon the terms, conditions, scope or work and specifications contained in the District's Request for Proposals. Proposals do not become contract unless and until an authorized procurement officer accepts them. A contract is formed when the procurement officer provides written notice of award(s) to the successful Offeror(s). The contract has its inception in the award as distinguished from a formal signing of a separate contract. For that reason, all the terms and conditions of the procurement contract are contained in the Request for Proposals unless modified by a Solicitation Amendment or a Contract Amendment signed by the authorized procurement officer.
42. SHIPMENT UNDER RESERVATION PROHIBITED: vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.
43. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of goods must fully comply with all provisions of this contract as to time of delivery, quantity, assortment, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Vendor shall not have the right to substitute a conforming tender.
44. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Each installment or lot of this contract is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole contract and constitutes a breach of the contract as a whole.
45. ASSIGNMENT-DELEGATION: Vendor shall assign no right or interest in this contract without the written permission of Buyer, and no delegation of any duty of Vendor shall be made without permission of Buyer. Any attempted assignment of delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
46. ASSIGNMENT-CLAIMS: Vendor and the Chinle Unified Schools recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the Chinle Unified School District No. 24. Therefore, Vendor hereby assigns to the Chinle Unified School District No. 24 any and all claims for such overcharges. 11/30/93 kc

**NON-COLLUSION AFFIDAVIT**

State of Arizona )  
  )     §  
County of                    )

\_\_\_\_\_, affiant,  
the \_\_\_\_\_ of  
(TITLE)

\_\_\_\_\_  
(CONTRACTOR)

the person, 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 or behalf of any person not herein named, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

\_\_\_\_\_  
\_\_\_\_\_  
(TITLE)

Subscribed and sworn to before me this day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC IN AND FOR THE

COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_

(My commission Expires \_\_\_\_\_).

**FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT**

Familial Relationship Disclosure Statement

All responses to this solicitation shall be accompanied by a sworn and notarized statement disclosing any familial relationship aka, conflict of interest that exists between the owner or any employee of the offer and any member of the Governing Board of the Chinle Unified School District or any employee of the Chinle Unified School District.

The undersigned, the owner or authorized officer of \_\_\_\_\_ (the "Firm"), pursuant to the familial disclosure requirement provided in the attached solicitation, hereby represent and warrant, except as provided below, to their best knowledge that no familial relationships exist between the owner(s) or any employee of the company and any member of the Governing Board of the District, Superintendent of the Chinle Unified School District or any employee of Chinle Unified School District. If such a relationship exists, please explain:

Person	Relationship	Tied to CUSD how?

\_\_\_\_\_  
(Signature of Person Authorized to Sign Offer)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me:

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

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

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

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

**ADDENDUM ACKNOWLEDGEMENT FORM**

This page is used to acknowledge any and all Addendum that might be issued. If no Addendum is issued, you need not return this page. Your signature indicates that you took the information provided in the addendum into consideration when providing your response.

Please sign and date:

Addendum #1	_____	Date _____
Addendum #2	_____	Date _____
Addendum #3	_____	Date _____
Addendum #4	_____	Date _____

W-9

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

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**RFP COPY FROM CUSD #24 WEBSITE**

If you copied the RFP from the website, please complete this form and fax it to 928-674-9644 or email to Carmelita Norcross, Purchasing Agent at [cnorcross@chinleusd.k12.az.us](mailto:cnorcross@chinleusd.k12.az.us).

DATE (Copied): \_\_\_\_\_

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

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

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

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

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

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

This form will still be a part of the Bid Packet



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier  
Covered Transactions**

Per Title 34, Code of Federal Regulations, 80.35, "Grantees and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

(Before completing certification, read the instructions below.)

Please check one choice below:

- The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name

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Name and Title of Authorized Representative

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Signature Date

*Instructions for Suspension/Debarment Certification Statement*

- 1. By signing and dating the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency on the date signed.*
- 2. The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*
- 3. Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons*