



ARIZONA DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT OFFICE

**PROCUREMENT DISCLOSURE STATEMENT
NON-STATE EMPLOYEE**

Dear Technical Advisor:

You have been selected to participate in the procurement referenced above (the "Procurement"), but you are not a State "employee" as defined in either Arizona Revised Statutes (A.R.S.) § 41-741(8) ("officer or employee of this state, whether in covered service or uncovered service") or A.R.S. § 41-2503(19) ("an individual drawing a salary from a state governmental unit, whether elected or not, [or] any non-compensated individual performing personal services for any state governmental unit").¹

For the purposes of this form, you will be referred to as a "Technical Advisor," but that term is meant to encompass any and all activities described in A.R.S. § 41-2503(36), all of which are considered by the State to be part of significant procurement roles:

36. "Significant procurement role":

- (a) Means any role that includes any of the following duties:
 - (i) Participating in the development of a procurement.
 - (ii) Participating in the development of an evaluation tool.
 - (iii) Approving a procurement or an evaluation tool.
 - (iv) Soliciting quotes greater than ten thousand dollars for the provision of materials, services or construction.
 - (v) Serving as a technical advisor or an evaluator who evaluates a procurement.
 - (vi) Recommending or selecting a vendor that will provide materials, services or construction to this state.
 - (vii) Serving as a decision maker or designee on a protest or an appeal by a party regarding an agency procurement selection or decision.
- (b) Does not include making decisions on developing specifications and the scope of work for a procurement if the decision is based on the application of commonly accepted industry standards or known published standards of the agency as applied to the project, services, goods or materials.

Your selection as a Technical Advisor was based on your knowledge and expertise in an area relevant to the Procurement. It is essential that the integrity of the procurement process be maintained to ensure that each Offeror is given fair and equal consideration. Your familiarity with particular brands, types of equipment, material, services, individuals or firms may tend to influence your evaluation; however, you are required in this specific instance to be particularly objective and guard against any tendency that might slant your evaluation in favor of a personal preference.

¹ The definitions of statutes used herein are meant to be current as of the date of this form. Please note that if any statute referenced herein has been modified by the Arizona State Legislature such that the definition stated herein is no longer current, it is the intention of the State that this form is in compliance with the wording of the relevant statute on the date that this document is signed.

This procurement process is governed by the Arizona Procurement Code (A.R.S. § 41-2501 *et seq.* and the rules promulgated thereunder, Arizona Administrative Code (A.A.C.) R2-7-101 *et seq.*) as well as the Arizona Conflict of Interest Laws (A.R.S. § 38-501 *et seq.*) Given that the definition of “employee” in the Arizona Conflict of Interest Laws is broad, and includes any firm or individual “on contract” with the State, you are likely still subject to the Arizona Conflict of Interest Laws, even if you are not an employee under A.R.S. Title 41, as defined above. See A.R.S. § 38-502(2). If you or a “relative” have a “substantial interest” in the Procurement, you are obligated to “make known such interest” and “refrain from participating in any manner” in any decision related to the Procurement. See A.R.S. § 38-503 (includes limited exceptions). You are required to report to the Procurement Officer, or person facilitating the Procurement, any actual or potential conflicts of interest as defined in A.R.S. § 38-503 and/or § 41-2616(C).

There are consequences to violating the Arizona Conflict of Interest Laws including, but not limited to, the potential cancellation of any contract that was formed in part by an individual who is later found to be an agent of an Offeror. The State may cancel any contract “within three years after its execution” if it discovers that “any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state ... is, at any time while the contract or any extension of the contract is in effect, an employee or agent 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,” and recover any fees paid to the person involved. A.R.S. § 38-511.

If you are a member of an evaluation team, you are obligated to (i) disclose any interest in the procurement and sign a statement stating that you have “no interest in the procurement other than that disclosed”; (ii) keep the evaluation team apprised of any communications you have with Offerors unrelated to the procurement; and (iii) refrain from discussing the procurement with Offerors during the evaluation process. Pursuant to [A.R.S. § 41-2616\(C\)](#):

- C. A person who serves on an evaluation committee for a procurement shall sign a statement before reviewing bids or proposals that the person has no interest in the procurement other than that disclosed and will have no contact with any representative of a competing vendor related to the particular procurement during the course of evaluation of bids or proposals, except those contacts specifically authorized by § 41-2534, 41-2537, 41-2538, 41-2578, 41-2579 or 41-2581. The person shall disclose on the statement any contact unrelated to the pending procurement that the person may need to have with a representative of a competing vendor and any contact with a representative of a competing vendor during evaluation of bids or proposals except those contacts specifically authorized by § 41-2534, 41-2537, 41-2538, 41-2578, 41-2579 or 41-2581. A person who serves on an evaluation committee and who fails to disclose contact with a representative of a competing vendor or who fails to provide accurate information on the statement is subject to a civil penalty of at least one thousand dollars but not more than ten thousand dollars.

Pursuant to the Arizona Procurement Code, you are required to maintain strict security and confidentiality regarding the content of any proposal, as well as the proceedings of the Evaluation Committee meetings during the evaluation process. Once the evaluation process has started, it is essential that any contact with Offerors, other than that disclosed, be through and by, the Procurement Officer or Person facilitating the Procurement. Technical Advisors shall not have any communications related in any way to the particular procurement with any Offeror (or potential subcontractor to that Offeror) prior to award except during formal Evaluation Committee meetings, nor shall the Technical Advisor discuss the proposal or their evaluation with anyone other than the Procurement Officer, or person facilitating the Procurement, and Evaluation Committee members. This is mandatory.

Violations of the Arizona Procurement Code may lead to criminal penalties and potential “personal liability for the recovery of all public monies paid plus twenty percent of such amount and legal interest from the date of payment and all costs and damages arising out of the violation.” A.R.S. § 41-2616.

As mandated by A.R.S. § 38-503, I, _____, have listed on this form all ownerships, employments, public and private affiliations and relationships held by me and/or a relative² which may have a substantial (pecuniary³ and proprietary⁴) interest as defined in A.R.S. § 38-502 (11) in any contract, sale, purchase or service involving the agency. I understand that as my interests or those of my relatives change, I may need to modify this statement.

The substantial interests both pecuniary and proprietary held by me and/or a relative which may involve the Procurement include (attach additional sheets as necessary):

During the course of my regular business, I may have contact unrelated to the Procurement with the Offerors or potential Offerors/Bidders listed below, who have submitted, or may submit, proposals in response to this solicitation (attach additional sheets as necessary):

Are there any other obligations or interests that you would like to disclose?

² "Relative" means my spouse, child, child's child, parent, grandparent, brother or sister (of the whole or half- blood) and their spouses and the parent, brother, sister, or child of my spouse.

³ "Pecuniary" means money or economic or other benefits that can be valued in monetary terms.

⁴ "Proprietary" means ownership or rights by virtue of ownership, whether public or private.

Citations listed above are available on the SPO website, <https://spointra.az.gov/resources/standard-forms-and-documents>.

Statements

The Undersigned attests to and agrees to abide by the following statements:

I have read and understand the above, and agree to be bound by the rules and principles represented herein. If applicable, I have also received, read and understand the Evaluation Committee Instructions for the Procurement. I know of no conflict of interest on my part nor have I committed any indiscretion or accepted any gratuities or favors that would compromise my impartiality. I will maintain all deliberations of the Evaluation Committee in strict confidence during the evaluation process. My recommendations shall be based upon an objective/subjective review of the Offeror's response and the appropriate award criteria from the solicitation in accordance with the Arizona Procurement Code. I have read and understand A.R.S. § 38-501 *et seq.* and § 41-2616(C), and will fully comply with the requirements stated therein.

I have not, and will not, communicate with any Offeror or potential Offeror regarding the preparation of specifications/scopes of work, evaluation tools, or other confidential information related to the Procurement during the course of evaluation of bids or proposals, except as authorized under the Arizona Procurement Code.

I have not, and will not, provide insight, confidential information, or assistance to any Offeror or potential Offeror that might give an unfair advantage or inhibit fair competition for the Procurement. My input regarding the development of the Procurement, if any, has been, and will be, based solely on the State's requirements. I have not and will not communicate those requirements or confidential information to any Offeror or potential Offeror.

I know of no conflict of interest on my part nor shall I take any action (*e.g.*, commit an indiscretion or accept any gratuities or favors) that would compromise my impartiality or my responsibilities. Should a conflict of interest become known to me relevant to my role, I shall immediately disclose such conflict of interest.

I shall not receive any direct benefit from the utilization of confidential information, specifications, plans, scopes of work, or evaluation tools that I provided any assistance in preparing.

I shall maintain strict security and confidentiality regarding the content of any proposal, as well as the proceedings of the Evaluation Committee meetings during the evaluation process in which I may be a participant, or attend as an Evaluation Committee member or Technical Advisor.

I shall maintain strict security and confidentiality regarding the process or decisions regarding any protest or appeal in which I am a participant, advisor, or decision-maker.

At any and all times that I am recommending or selecting a vendor that will provide materials, services, or construction to the State, approving a procurement or an evaluation tool, or soliciting quotes greater than ten thousand dollars for the provision of materials, services, or construction, I shall maintain strict security and confidentiality regarding the process and those decisions to ensure fair competition.

Upon termination of my role as Technical Advisor with the State, for any reason, these provisions and statements remain in effect until such time as the Procurement has resulted in a successful contract award by the State, or the State provides me a written release. I am aware that the Procurement may be canceled prior to award, and that in such an instance, I may be required to maintain these confidences until a new solicitation for the same type of goods, services, or construction results in a contract award.

These provisions and statements apply if I accept employment with any entity, its affiliates, subcontractors, or business partners that may submit an offer or are included in an offer to this solicitation. I am aware that violations of the Arizona Procurement Code may carry criminal consequences, and that any contracts entered into in violation of the Arizona Procurement Code may be canceled by the State. Consequences include the personal liability for public monies paid and, in some cases, a class 4 felony.

