



ARIZONA DEPARTMENT OF ADMINISTRATION  
STATE PROCUREMENT OFFICE

## ANNUAL PROCUREMENT DISCLOSURE STATEMENT

### DISCLOSURE STATEMENT FOR PUBLIC OFFICER/EMPLOYEE CONCERNING CONFLICTS OF INTEREST & SIGNIFICANT PROCUREMENT ROLE

I, \_\_\_\_\_, a public officer or employee of the State of Arizona with a significant procurement role as defined in A.R.S. § 41-741 and A.R.S. § 41-2503, acknowledge having read A.R.S. § 38-501 to § 38-511, § 41-741, § 41-753, § 41-2503 and § 41-2517 which establish minimum standards for the conduct of public officers and employees. The intent of the statutes is to remove or limit the possibility of personal influence, which may bear upon a contract or an official decision, as well as to discourage deliberate dishonesty. I further acknowledge that I am familiar with and understand that I have a continuing responsibility to observe and apply these provisions and that this disclosure statement is an official record of the agency, open to public inspection.

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 relative<sup>1</sup> which may have a substantial (pecuniary<sup>2</sup> and proprietary<sup>3</sup>) 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.

I also understand that I shall not participate in any way as a public officer or employee of the agency on any matter or decision in which I and/or a relative have a substantial interest.

I also understand that my relatives and/or I shall not contract to supply any equipment, materials, supplies or services to the agency except after public competitive bidding.

If I am or become an officer or employee of more than one public agency, I understand I shall not apply for reimbursement of travel or other expenses from more than one such agency.

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

<sup>1</sup>"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.

<sup>2</sup>"Pecuniary" means money or economic or other benefits that can be valued in monetary terms

<sup>3</sup>"Proprietary" means ownership or rights by virtue of ownership, whether public or private.

[Citations listed above are available on the SPO website, [www.spo.az.gov](http://www.spo.az.gov).]

**Statements**

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

I have not and will not communicate with any potential Offeror or vendor in preparation or approval of specifications/scopes of work, evaluation tool or other confidential information which would provide an unfair advantage or to prepare specifications/scope of work which favor particular vendor(s).

I have not and will not provide insight, Confidential Information or assistance to any potential Offeror or vendor that might give an unfair advantage or inhibit fair competition for any Solicitation or other type of purchase made by the State.

My input regarding the development of the Solicitation documents, 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 potential Offeror or vendor.

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 or scopes of work, or evaluation tools I prepared or assisted in the preparation of.

Upon termination of my employment with the State, for any reason, these provisions and statements remain in effect until such time as all solicitations with which I am involved have been successfully awarded by the State, or the State provides me a written release. 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 shall not accept an offer of employment from or have employment discussions with any person or entity lobbying for or potentially responding to a solicitation for one year following the delivery of purchased materials or the purchase of services or construction begins.

I understand that if I knowingly violate the terms of this Agreement, I will be subject to suspension for not less than ninety days or dismissal from State service.

**["Confidential Information" includes without limitation the following:** Any work products, documents, information (verbal or written), whether distributed or derived, regarding the development of or associated with a Solicitation.]

The Undersigned has read and understands the above and agrees to be bound by the Statements, rules and principles represented herein and in accordance with the provisions of the State Statutes and Rules regarding personnel, conflict of interest, confidentiality and procurement.

**Effective for the FY**

Signature	Date	Agency
Name (Print)		Email
Title		Phone