

Procedure © 3-109.B Procurement - Mandatory Contract Provisions

In entering into contracts with vendors/contractors, the District shall require that the following provisions to be included within such contracts.

A. Employment Eligibility (E-Verify)

Each contract shall require the contractor to comply with state and federal laws regarding immigration. The contract or agreement with each contractor shall contain the warranties indicated below:

1. The contractor is in compliance with all federal immigration laws and regulations that relate to their employees and that they have verified employment eligibility of each employee through the E-Verify program. The contractor shall acknowledge that a breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of the contract.
2. The contractor acknowledges that the District retains the legal right to inspect the contractor's papers or subcontractor employee who works on the contract to ensure compliance by the contractor or subcontractor.

The contractor shall provide notice to his employees and supervisors.

B. Fingerprint Clearance Requirement

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 shall obtain a valid fingerprint clearance card. The Superintendent may exempt from this requirement a contractor, subcontractor, or vendor whom the Superintendent has determined is not likely to have independent access or unsupervised contact with students as part of their normal job duties while performing services to the District. The exemption shall be given in writing and a copy shall be filed in the procurement file.

C. Sex Offender Prohibition

All contracts shall contain language that states as follows:

Registered Sex Offender Restriction. Pursuant to this order, the named vendor agrees by acceptance of this order that no employee or subcontractor of the vendor, who is required to register as a sex offender, pursuant to [A.R.S. § 13-3821](#) will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

D. Cancellation of Contracts

As required by [A.R.S. § 38-511](#), each contract for procurement shall specify that within three (3) years after the execution of any contract made by the District, the District may cancel such contract if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the District 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.

