

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

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

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**INVITATION FOR BID**

**ADM24-1410 WASTE COLLECTION SERVICES**

**Chinle Unified School District #24  
P.O. Box 587 (*mailing address*)  
Highway 191 & Navajo Route 7 (*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**

**Four (4) copies of the bid must be delivered (1-Original and 3 copies) and USB in PDF or Microsoft Word Format.**

## SOLICITATION OVERVIEW

Proposals for services specified herein will be received by the Chinle Unified School District No. 24 at the specified location until the time and date cited. Proposals received by the correct time and date will be opened and the name of each offeror will be publicly read.

### PROPOSAL OPENING AND SUBMITTAL LOCATION:

**Chinle Unified School District No. 24**  
**P.O. Box 587 (*mail address*)**  
**19 Route 27 (*UPS delivery address*)**  
**19 Route 7 N27 (*Fed Ex delivery address*)**  
**Chinle, AZ 86503**

Proposals must be in the District's possession no later than the specified time and date, and at the location indicated above. Late proposals will not be considered and will be placed in the file unopened. Each proposal must be submitted in a sealed envelope with the IFB number and the offeror's name and address clearly indicated on the envelope. Additional instructions for preparing a proposal are provided within. ***Fax, email or other electronic proposals will not be acceptable.***

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OFFERORS ARE STRONGLY ENCOURAGED  
TO CAREFULLY READ THE ENTIRE  
SOLICITATION  
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For questions regarding contained of this Invitation for Bid, please contact the *District Representative*:

Carmelita Norcross, Purchasing Agent  
Chinle Unified School District No. 24  
P.O. Box 587, Chinle, AZ 86503  
Phone: (928) 674-9645  
Fax: (928) 674-9644/46



to respond to two (2) consecutive Invitation for Bid, Request for Proposal, or Requests for Quotation, your name may be dropped from our bidder list for the respective services. You may be reinstated for the items by submitting a written request.

- A-8. All information required in the Invitation for Bid, except the signature, should be typewritten or printed for legibility. The signature must be handwritten in ink. Illegible or vague proposals will be rejected.
- A-9. No alterations, erasures, or additions are to be made in the typewritten or printed matter unless initialed in ink. The offeror's name must be both typewritten/printed and handwritten (signature).
- a. *NOTE: If the proposal is not properly signed, it will be considered nonresponsive. "Properly signed" means that only the actual signature of the offeror will be accepted as valid. The signature must be done in ink. An initialed signature by a second party will not be valid.*
- A-10. Questions regarding this Invitation for Bid should be directed to the **District Representative:** Carmelita Norcross, Purchasing Agent, Chinle Unified School District #24 (phone 928-674-9645). Submit questions via email as soon as possible and seven (7) days (April 26, 2023 5 pm MDST) before the due date and time of the Invitation for Bid (IFB) to this email address: [cnorcross@chinleusd.k12.az.us](mailto:cnorcross@chinleusd.k12.az.us). In the subject line of the email, type "Questions" and the IFB# ADM24-1410. Questions will be answered in a form of an Addendum/Amendment.
- A-11. Proposals are to be mailed or delivered to Chinle Unified School District, P.O. Box 587 (*mail address*) or 19 & Route 27 (*UPS delivery address*), Chinle, AZ 86503, to arrive no later than the closing date and time specified in this Invitation for Bid. If you rely on Federal Express for proposal delivery, you must allow an extra 24 hours, 19 Route 7 N27 (*FED EX delivery address*). We are not in an overnight delivery area.
- A-12. Proposal must be clearly marked on the outside of the envelope with IFB# ADM24-1410," the name of the offeror, and the closing date and time specified in this Invitation for Bid.
- A-13. Proposal will be date and time stamped. Proposals will be accepted up to, and no later than, the time indicated in the Invitation for Bid. Any received after that time will not be considered, will be placed in the file unopened and will be returned only upon request by, and at the expense of, the offeror. The offeror(s) will assume responsibility for delivery on time at the place specified, whether delivered in person or sent by mail or delivery service.
- A-14. Fax, e-mail or other electronic proposals **will not acceptable**.
- A-15. An offeror solicitation protest or proposal award protest must be filed before the proposal opening. A protest of a proposal award must be filed within ten (10) days after the protester knows, or should have known, the basis of the protest. The protest must include the following information.

- a. The name, address, and telephone number of the interested party.
- b. The signature of the interested party or the interested party's representative
- c. Identification of the solicitation or contract number.
- d. A detailed statement of legal and factual grounds of the protest including copies of relevant documents and
- e. The form of relief requested.
- f. The interested party shall supply promptly any other information requested by the district representative.

Any and all protests must be filed initially with the District Representative, who shall issue a written decision within fourteen (14) days after a protest has been filed. If an appeal is denied, the protester may submit the appeal with all documentation within ten (10) days to the District Governing Board. Appeals are to be made in accordance with Arizona State Board of Education Procurement Rules R7-2-1141 through R7-2-1153.

- A-16. It is the intent of the District to award the contract for specified service beginning or during the school year 2023-2024, under the provision that funds are appropriated to support continuation of services for a succeeding fiscal period. Upon approval by the District Governing Board, an original contract may be renewed annually for a total time of up to five (5) years. Renewal shall be by mutual agreement between the awarded offeror and the District and a Purchase Order will be issued.
- A-17. After contract award, all confidential/proprietary information submitted in the proposal shall be available for public inspection unless the offeror designates in writing that confidential portions contain trade secrets or other proprietary data. The statement advising the Governing Board of that fact shall accompany the submission of the proposal. The information identified by the offeror as confidential shall not be disclosed until the District Representative makes a written determination. The District Representative shall review the statements and information and shall determine, prior to contract award, whether the information shall be withheld. If the District Representative determines to disclose the information, the offeror shall be informed of such determination in writing.
- A-18. Complete references and work history information should be submitted with the proposal. This will be an important factor in evaluating the proposal. The decision of the Proposal Evaluating Team will be final.
- A-19. The District Governing Board reserves the right to accept or reject any or all bids, to waive irregularities or defects, and accept other than the low bid when deemed to be in the best interest of the participating school district.
- A-20. It shall be the responsibility of the bidder to pay all costs incurred from a cleanup associated with an environmental hazard created by way of release, spill, leak or other means of contamination caused by accident or negligence.
- A-21. All forms attached to this is to be completed.

A-22. Failure to include any of the items requested in this bid may be cause for rejection of proposal as non-responsive.

**B. SCOPE OF WORK/SERVICE TO BE PERFORMED**

- B-1. The Contractor shall be responsible for collecting waste from all existing District sites. The Contractor shall be responsible for collection and disposal of all waste generated by the District and its tenants except for asbestos and hazardous waste.
- B-2. The Contractor shall be responsible for replacing all damage/broken bins and damage/broken bin lids in a timely manner.
- B-3. The Contractor shall comply with all State, County and Local laws, ordinances, statutes, and regulations pertaining to the collection, transportation, and disposal of waste including the Navajo Nation Solid Waste code for the term of the contract. The Contractor shall indemnify and hold the District harmless for any failure to dispose of District waste in accordance with all applicable State, County, Local and Navajo Nation laws, rules and regulations.
- B-4. The term of the contract shall be from July 1, 2023 to June 30, 2024 with the option to extend the contract for four (4) additional years with satisfactory performance and if the District receives the necessary funds from State and Federal sources.
- B-5. The Contractor shall dispose of all waste in an EPA or state certified landfill in accordance with EPA regulations. Failure to dispose of all waste properly will be cause to dissolve any contract between the contractor and the school district.
- B-6. All refuse shall be collected on those days as indicated in the schedule. The Contractor shall upon completion of pickup of waste leave each site neat and clean with dumpster or containers in original position with the lids replaced thereon. All spillage shall be picked up promptly by the contractor and there is to be no spillage while in transport. Contractor shall provide proper sanitation practices in removal and transportation of solid waste and of equipment and site areas. Contractor shall transport waste only in a covered or fully enclosed trucks.
- B-7. The Contractor shall provide name of employee responsible for each area with a telephone number for urgent and emergency contacts.
- B-8. The Contractor shall schedule the removal of refuse to meet the needs of the school district and reserves the right to modify any scheduling to meet unforeseen circumstances. This would cover situations in which inclement weather or emergency conditions might prevent waste removal or the opening of school for a time period.
- B-9. Bidders shall include all taxes and fees as may be incurred for the services. It is the responsibility of the contractor to verify the tax status of services.
- B-10. The firm shall inspect all areas and provide a plan of service along with cost as part of their bid. Firms shall submit a record of performance with contact name and telephone numbers.

- B-11. Contractor may not utilize any subcontractors without written District approval. Contractor shall remain responsible and liable for any subcontractor’s performance and compliance with all applicable laws, regulations and provision of this contract.
- B-12. Insurance Requirements: Provide evidence of coverage of insurance or ability to obtain coverage in appropriate amounts and types, but at least in the limits specified below.

Type	Amounts
1. Works’ Compensation	Statutory
2. Employer’s Liability	\$1,000,000 / \$1,000,000 / \$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its Equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/Leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily injury and Property Damage of \$1,000,000 per occurrence
5. Environmental Impairment/Impact sufficiently	

**C. EVALUATION CRITERIA**

The District will score all eligible respondents based on their proposed price. The contract will be given to the lowest/best value bidder that complies with all requests for bid items and requirements set forth by the District. The Evaluation Committee will make the final selection and award. The District has the right to reject any or all Responses.

## QUOTE SHEET FOR SITE PICKUPS

1. QUOTE SHEET SHALL BE REQUIRED OF ALL PROPECTIVE BIDDERS
2. A reasonable cost proposal shall be for pickup at each site per the following listing

a.	Chinle High School	(4) 8 CY	3x weekly
b.	Chinle Junior High School	(2) 8 CY	3x weekly
c.	Chinle Elementary School	(2) 8 CY	3x weekly
d.	Chinle Staff Housing	(19) 8 CY	1x weekly
e.	Chinle Community Center	(1) 8 CY	1x weekly
f.	Canyon De Chelly Elem Sch.	(2) 8 CY	3x weekly
g.	Mesa View Elementary Sch.	(2) 8 CY	3x weekly
h.	Many Farms Public School	(2) 8 CY	3x weekly
i.	Many Farms Staff Housing	(7) 8 CY	1x weekly
j.	Tsaile Public School	(2) 8 CY	3x weekly
k.	Tsaile Staff Housing	(2) 8 CY	1x weekly
l.	Central Warehouse	(1) 8 CY	1x weekly
m.	Administration	(1) 8 CY	1x weekly
n.	Wildcat Den/Sport Complex	(2) 8 CY	3x weekly
o.	Aquatic	(1) 8 CY	1x weekly
p.	IT Department	(1) 8 CY	1x weekly
q.	<b>6 cy Compactor – on call basis</b>		
r.	<b>40 cy open bin – on call basis - Cost Estimate (Maintenance &amp; Housing)</b>		



## 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.
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, then 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 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 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
  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 s 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.





CHINLE UNIFIED SCHOOL DISTRICT NO. 24

IFB ADM24-1410

ADDENDUM ACKNOWLEDGEMENT FORM

This page is used to acknowledge any and all Addendums 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 \_\_\_\_\_

## 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 \_\_\_\_\_

**NOTICE OF INTEREST**

Please complete and return this confirmation form to:

Carmelita Norcross, Purchasing Agent  
Chinle Unified School District  
PO Box 587 (mailing address)  
19 Route 27 (physical address)  
Chinle, Arizona 86503  
Telephone: (928) 674-96445  
Fax: (928) 674-9644/46  
E-Mail: [cnorcross@chinleusd.k12.az.us](mailto:cnorcross@chinleusd.k12.az.us)

Failure to return this form may result in no further communication or addenda regarding this proposal.

Company Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

I have received a copy of the above noted proposal:

\_\_\_\_\_ We will be submitting a proposal

\_\_\_\_\_ We will not be submitting a proposal

If you are responding with a proposal, make this a part of your packet

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

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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.*

W-9

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