

**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**

**ADM20-1391 School Bus Digital Camera Systems**

**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 31, 2019 at 3:00 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/CD in PDF or**  
**Microsoft Word Format.**

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**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**

**BID PURPOSE**

*The purpose of this invitation to bid is to enter a service contract with a qualified firm/company that will provide Digital Camera System for 85 of our school buses district wide. Proposal will be to upgrade/replacement of our existing radio systems. This will include all hardware, software and labor required to perform the complete installation. Firm/Company must be licensed, bonded and insured. The firm/company must be registered and licensed in the State of Arizona or one of the four adjacent states (New Mexico, Utah, Colorado or Nevada), according to the state laws.*

*The Chinle Unified School District #24 is requesting bids for the 2019-2020 school year. Qualified firms are requested to submit their bids based on the important criteria in this bid.*

**INSTRUCTIONS TO OFFERORS**

*The submission of a proposal will indicate that the offeror (1) has examine the entire Solicitation, read the instructions, received clarification in writing and checked its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time, (2) will abide by the terms and conditions governing this Invitation for Bid, and (3) understands the requirements for provision of the services specified (4) must agree to all specifications outlined in the Invitation for Bid and submission of all documents. Herewith, Chinle Unified School District No. 24 may be referred to as "the District."*



*Utilizing the Invitation for Bid (IFB) method of procurement, the District is soliciting sealed proposals for **School Bus Digital Camera Systems** for 85 of our School Buses. The upgrade will allow standardization among the district to ensure student safety. The District is seeking proposals from firms qualified, licensed, bond and experienced in providing this services. Price shall be the major consideration in awarding the contract.*

**A. GENERAL INSTRUCTIONS:**

- A-1. *Specifications contained in this Invitation for Bid is for 85 School Buses for seven (7) School Sites, Sports Complex, Community Center, Aquatic Center.*
- A-2. *Price shall be a major consideration in awarding the contract as well as experience*
- A-3. *The proposal must be self-contained and separately bound and must be marked 1 original and 3 copies and CD in PDF or Microsoft Word Format.*
- A-4. *Failure to provide sufficient information may result in the proposal not being considered. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been open.*

- A-5. *Bids received prior to the time of bid opening will be securely kept unopened. No responsibility will attach to any officer or employee of the District for the premature opening of a bid not properly addressed or identified.*
- A-6. *If you do not wish to make an offer but wish to remain on our bidder list, please mark the Notice of Interest form “We will not be submitting a proposal” and return it to the District. If you fail 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-7. *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-8. *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-9. *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 (May 17, 2019 at 3 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# ADM20-1391.*
- A-10. *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-11. *Proposal must be clearly marked on the outside of the envelope with IFB# ADM20-1391,” the name of the offeror, and the closing date and time specified in this Invitation for Bid.*
- A-12. *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-13. Fax, e-mail or other electronic proposals will not acceptable.**

A-14. 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-15. It is the intent of the District to award the contract for specified service beginning or during the school year 2019-2020, 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-16. 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-17. 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-18. *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-19. *The bidder must respond to emergency calls within 12 hours, especially in food service areas. All other calls must be complete in 24 hours.*
- A-20. *Bidder will inspect monthly in accordance with the contract*
- 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 vendor will also be responsible for the planning, installation, and provisioning of new infrastructure and equipment as required by the District. The vendor will provide an annual Preventive Maintenance check on the District-wide School Bus Camera Systems. The vendor will provide equipment as requested by the District for usage. All parts and labor required to install the equipment is to be included. Free pick-up and delivery by the vendor of equipment in need of repair is included as part of this proposal.*
- B-2. *The proposer, within the scope of this Invitation for Bid, shall provide training to Chinle Unified School District staff on operation of all Camera Systems and equipment on an as-needed basis. These trainings will occur in the initial installation and periodically throughout the year, and will be available to new and existing staff to provide them with the information they need to effectively ensure continued proper usage and upkeep of all camera systems. The proposer shall provide a training plan.*
- B-3. *Chinle Unified School District No 24 wishes to maintain a relationship with a vendor for the maintenance and support of the District's School Bus Camera infrastructure. The selected vendor shall maintain all facets of our infrastructure, including, but not limited to:*
- *Infrastructure*
  - *Camera Equipment – Interior Camera Heads, DVR or HVR Devices, Wiring, etc.*
  - *DVR or HVR Memory Tracking Platforms*
  - *Computer Software Needed for Viewing Camera Data*
  - *Memory Card or Other Hard Drive Devices*
  - *System Documentation • Installation of New Units in School Buses*
- B-4. *Camera Specification:*
- *Any HD DVR Recording Image Quality (1080p)*
  - *Able to Operate off a 12 Volt Power Source. • Color Surveillance.*
  - *256 GB Memory Capability*

- 4 wide angle Cameras minimum needed with 5-12 Channel capability
- System has to allow adjusted recording from full-time and programmable start/end times or after the bus has been idling for longer than a set period but cannot be adjusted by the driver.
- System has to be able to Record in 10-30 frames per second per channel, at a minimum of 1080p resolution quality.
- Hard Drive must be able to hold a minimum of 15 days and up to 30 days of Data Storage.
- Camera have to be able to auto focus, especially at high Sunlight and Night Recording Were Recording Quality has to remain the same and not be compromised.
- Camera Microphone has to be high quality and record Clear Uninterrupted Audio while not affected by weather and vibration.
- Cameras should have Infrared or Night Recording capabilities that display good imaging in the dark or with low light available.

*B-5 Cost Schedules being proposed are to be comprehensive and are to include all components and services necessary to meet the requirements of this RFP. Costs not identified cannot be added or considered at a later time and will not be accepted in the final contract. The Proposer is to provide detailed pricing for each item or service necessary to comply with the requirements of this RFP. Cost Schedules should include the following at a minimum:*

*a.) Model Number (if applicable)*

*b.) Description of Item or Service*

*c.) Unit Price*

*d.) Extended Price*

*e.) Total Price*

*g.) Labor Rates for Repairs not included in base contract*

*h.) Cost of Replacement Hardware (if applicable aside from inventoried supply given that can be sent back as repairs)*

*i.) Delivery of product to School District Location*

*B-6 System Installation and Planning:*

*The Vendor shall conduct a detailed survey of each School Bus type and develop a vehicle layout plan documenting the location and "field of view" for each vehicle type in the fleet. (Camera Position desired is included below)*

*B-7 Interior of the Bus:*

- 4 Wide angle Cameras with 12 Channel Capability Hard drive
- One Camera will be a forward motion windshield view for safety events
- Second Camera will record the entry-way were students load and unload thru Bus Door
- Third Camera Will Record the first half of the bus were student sit
- Fourth Camera will cover the view of the rear half of the bus were the student's sit
- 5-year warranty

*B-8 Video Playback Requirements:*

- *Ability to download images with a fast retrieval to a PC*
- *Tamper proof recording format, recorded data shall be deemed acceptable as evidence in legal proceedings.*
- *Hardware design should easily allow all data (video clips and still images to be transferred to standard CD-ROM, USB/Flash Memory Stick or DVD formats.*

**B-9 Wiring and Cabling:**

- *The selected vendor shall install all wiring and cabling in a manner that makes it inaccessible during normal operations and all wiring shall be hidden from view.*
- *The wiring shall be uniformly color coded and tagged.*
- *The selected vendor shall submit wiring and cabling diagrams of installed video/camera equipment upon completion of installation.*

**B-10.** *The term of the contract shall be from July 1, 2019 to June 30, 2020 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-11.** *Bidder is responsible for furnishing all professional services, labor, materials, tools, equipment, supplies, permits, insurance, fees, etc., to carry out the provision of the specifications of this Invitation for bid.*

**B-12.** *The Bidder shall provide name of employee(s) responsible for the District with a telephone number for urgent and emergency contacts.*

**B-13.** *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-14.** *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-15.** *Bidder shall observe all safety precautions throughout the performance of this contract.*

**B-16.** *All vehicles used by the Bidder will be identified in accordance with state regulations.*

**B-17.** *Upon completion of work, the bidder or their employee will notify the Director of Transportation of service completed.*

**B-18.** *In the event, additional services are required (call back); all such work will be done within twenty-four hours, and at no cost to the District.*

**B-19.** *All emergency and special requests, outside of routine services, will be conducted within one working day. If these services cannot be performed within this time constraint, the bidder will notify the District and give an estimate time of completion.*

**B-20.** *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-21. 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	

**B-22. W-9 form must be completed (attached).** All contracts and invoices must reflect the official name as registered with IRS.

**B-23. Non-Collusion.** The Bidder shall certify that the price(s) and amounts of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before contract award. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complimentary proposal. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

The bidder, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

**B-24. Debarment Certification.** The Bidder shall certify and swear that neither this vendor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

**B-25. Financial Stability.** Bidder will provide financial information that would allow proposal evaluators to ascertain the financial stability of the firm.

**C. EVALUATION CRITERIA**

*The District will score all eligible respondents based on their proposed price and experience/qualification. 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. Other requirement besides price will be Specialized Experience, Past Performance, Project Personnel, Program Concept and Structure program guarantees and overall suitability to Chinle Unified School District's need.*

## 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, 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 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 Invitation for Bid 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  
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 \_\_\_\_\_).

CHINLE UNIFIED SCHOOL DISTRICT NO. 24

IFB ADM20-1391

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:*

<i>Person</i>	<i>Relationship</i>	<i>Tied to CUSD how?</i>

\_\_\_\_\_  
*(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.*

---

*Organization Name*

---

*Name and Title of Authorized Representative*

---

*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*

**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*

**Request for Taxpayer  
 Identification Number and Certification**

**Give Form to the  
 requester. Do not  
 send to the IRS.**

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

---

**2** Business name/disregarded entity name, if different from above

---

<p><b>3</b> Check appropriate box for federal tax classification; check only one of the following seven boxes:</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____</p> <p><i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><i>(Applies to accounts maintained outside the U.S.)</i></p>
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**5** Address (number, street, and apt. or suite no.)

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**6** City, state, and ZIP code

---

**7** List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
			-				-			

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.