

PURCHASING/WAREHOUSE DEPARTMENT

Brenda Widugiris

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March 1, 2019

Amphitheater Public Schools Request for Bid (RFB) 03-27-2019 Athletic Equipment and Supplies

You are invited to bid on **RFB 03-27-2019 – Athletic Equipment and Supplies** for Amphitheater Public Schools (the District). Sealed bids will be received by the Purchasing/Warehouse Manager for Amphitheater Public Schools at 1001 W. Roger Rd Tucson, AZ 85705 **up to and before 2:00 P.M. local time on Wednesday, March 27, 2019**. Bids will be opened and the name of the Vendor will be publicly read aloud at that time.

*****No verbal, telephoned, e-mailed, or faxed bids will be accepted.*****

The District is not responsible for bids received late. Any bids received after the scheduled closing time will not be reviewed.

Amphitheater Public Schools prefers that the Respondent include with their hard copy bid response a copy of their bid on either CD or USB/flash drive. (Note: This is to comply with any public records requests that the District may receive after bid award.) A completed W-9 is also required with submission of a bid.

NOTE: Questions concerning this solicitation must be directed to Brenda Widugiris, Purchasing/Warehouse Manager in writing at bwidugiris@amphi.com and submitted no later than end of day Wednesday, March 6, 2019. An amendment with answers to all questions received by this date will be published on Monday, March 11, 2019 at the following website <http://www.amphi.com/Page/11059>. Vendor must acknowledge any amendments to this solicitation on page six of this solicitation.

GENERAL INFORMATION

The District is seeking a qualified Vendor(s) to provide athletic equipment and supplies on an as needed/as required basis for various schools in the District. Further information about the District is located at the District's website: <https://www.amphi.com/>.

Amphitheater High • Canyon del Oro High • Ironwood Ridge High
Amphitheater Middle School • Coronado K-8 School • Cross Middle School • La Cima Middle School • Wilson K-8 School
Copper Creek Elementary • Donaldson Elementary • Harelson Elementary • Holaway Elementary • Innovation Academy • Keeling Elementary
Mesa Verde Elementary • Nash Elementary • Painted Sky Elementary • Prince Elementary • Rio Vista Elementary • Walker Elementary • Rillito Center

Amphitheater Unified School District does not discriminate on the basis of race, color, religion/religious beliefs, gender, sex, age, national origin, sexual orientation, creed, citizenship status, marital status, political beliefs/affiliation, disability, home language, family, social or cultural background in its programs or activities and provides equal access to the Boy Scouts and other designated youth groups. Inquiries regarding the District's non-discrimination policies are handled at 701 W. Wetmore Road, Tucson, Arizona 85705 by Anna Maiden, Equal Opportunity & Compliance Director, (520) 696-5164, amaiden@amphi.com, or Kristin McGraw, Executive Director of Student Services, (520) 696-5230, kmcgraw@amphi.com.

PRODUCT SPECIFICATIONS AND PRICING

The District is requesting Vendors to provide a discount percentage off catalog(s) pricing for the various categories of athletic equipment and supplies listed on attachments A through M. Vendor is to provide the web address where the catalog(s) can be found.

NOTE: Discounts offered are to remain fixed for the entire term of the contract. If a catalog(s) is to be discontinued, Vendor must submit a request for a catalog / discount change at least thirty (30) days prior to the request for change.

Provide pricing per the following attachments for discount evaluation. Vendors are encouraged to bid on any or all categories for which they are capable of providing product. The attachments listed below (and attached) represent a sampling of items anticipated to be purchased by the District and are not complete listings.

- Attachment A Athletic Trainer's Equipment And Supplies
- Attachment B Baseball / Softball Equipment
- Attachment C Basketball Equipment
- Attachment D Football Equipment
- Attachment E Uniforms
- Attachment F Multi-sport Equipment
- Attachment G Physical Education Equipment
- Attachment H Soccer Equipment
- Attachment I Tennis Equipment
- Attachment J Track Equipment
- Attachment K Volleyball Equipment
- Attachment L Weight Room Equipment
- Attachment M Wrestling Equipment

The above referenced documents are attached to and incorporated in to this solicitation document.

The specifications used for this RFB is "Brand Name or Equal." "Equal" means a specification that uses one or more of a manufacture's name or catalog number to describe the standard of quality, performance, and other characteristics needed to meet District requirements. The District reserves the right to request samples of products that the vendor deems as "equal" for evaluation prior to making an award(s).

NOTE: Prices provided in this RFB must include all associated costs for the item including but not limited to freight, environmental, and invoicing costs. Do not include state or local tax in your bid price. State sales or use tax is not a consideration in the bid award and must not be included in Vendor's priced response.

DISTRICT MAP

See the District map at the following URL for locations of schools / sites:

<https://www.amphi.com/Page/10163>

BID INFORMATION

Each Bid must be submitted using this document and certification by an appropriate official of the Offeror's firm must be complete and fully executed when submitted. If the Bid is not properly signed, it will be considered non-responsive.

Amphitheater Public Schools reserves the right to cancel the solicitation or increase, decrease or eliminate any item of this solicitation prior to the award or the issuing of a purchase order to the Vendor. The District also reserves the right to reject any, any part of, or all bids for any reason whatsoever, or to waive any irregularities or informalities in the bids. Evaluation of bids will be determined by price comparison of bids received by appropriate officials of Amphitheater Public Schools in accordance with the laws, codes, and policies that govern Public School Procurement in Arizona.

Amphitheater Public Schools reserves the right to award to multiple Vendors if deemed in the best interests of the District. If the District awards to multiple Vendors, the award will be based on categories as listed on the attachments A – M per *Arizona Administrative Code R7-2-1024-B1d*. Each category may be awarded to more than one Vendor based on items submitted with each Vendor bid.

Amphitheater Public Schools reserves the right to accept partial bids if in the best interests of the District.

OFFEROR CERTIFICATION

By submission of this bid, the Offeror certifies that:

The Offeror has not paid nor agreed to pay any person, other than a bona fide employee, a fee or brokerage resulting from the award of this contract.

The prices in this bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other Offeror.

If awarded a contract, the Offeror agrees not to discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, disability, age or national origin.

An Offeror may recall their bid before and up to the time for the bid opening. However, no Offeror may withdraw their bid for a period of 60 days after the date set for the opening of the bids. Any failure by the Offeror to acquaint themselves with all the available information shall not relieve them from any responsibility for performance of their bid under the awarded contract.

PUBLIC INFORMATION

After contract award, the bids shall be open for public inspection except to the extent the offeror designates, and the District concurs, that trade secrets or other proprietary data remain confidential. If the offeror designates a portion of its proposal as confidential, it shall isolate and identify in writing the confidential portion(s) at the time of submission. Written notice of the contract award may be made to all firms/persons submitting bids.

ADDITIONAL PRODUCTS/SERVICES

The District reserves the right to add related products or services to the contract at any time during the contract period. The District will contact the successful Vendor for prices prior to adding any products or services and may at the District's sole option, accept the bid prices or purchase elsewhere those products or services concerned.

AWARD OF CONTRACT AND RENEWAL OPTIONS

The awarded contract will be for fiscal year 2019-2020 beginning on July 1, 2019 and ending June 30, 2020 with the option to renew for up to four (4) additional one (1) year fiscal year periods.

No contract exists on the part of the District until a written purchase order is issued. Issuance of a purchase order will be considered sufficient notice of acceptance of offer. (NOTE: Funds may not presently be available for performance under the awarded contract beyond the current fiscal year. No legal liability on the part of the District for any payment may arise under the awarded contract beyond the current fiscal year until funds are made available for performance of the awarded contract. The District will make reasonable efforts to secure such funds.)

PRICE ADJUSTMENT

The District may review a fully documented request for a price increase only after the contract has been in effect for the initial base year of the contract. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Vendor shall submit a request for a price increase at least thirty (30) days prior to the contract extension.

The Vendor may offer the District a price reduction at any time during the contract period.

The price increase adjustment, if approved, will be effective upon the date of the contract extension. Price reductions will become effective upon acceptance by the District.

ORDER OF PRECEDENCE FOR CONFLICTING DOCUMENTS

In the event that there are inconsistencies between documents, following is the order of precedence (superior to subordinate) that shall be applied to resolve inconsistencies:

Solicitation Document, Amphitheater Public Schools Standard Terms and Conditions, Amphitheater Public Schools Purchase Order, Vendor's Final Bid/Proposal Submission, Vendor Agreement/Executed Contract.

TERMINATION FOR CONVENIENCE

The District reserves the right to terminate the awarded contract, in whole or in part at any time, when in the best interests of the District without penalty recourse. Upon receipt of the written notice, the Vendor shall immediately stop all work, as directed in the notice, notify all SubVendors of the effective date of the termination and minimize all further costs to the District. In the event of termination under this paragraph, all documents, data and reports prepared by the Vendor under the awarded contract shall become the property of and be delivered to the District. The Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in Arizona Administrative Code R7-2-1125 shall apply.

WARRANTY INFORMATION

The awarded Vendor warrants that the materials are free of liens and shall remain free of liens during the contract term. The awarded Vendor also warrants that the materials shall be of a quality to pass without objection in trade under the description of the awarded contract; fit for the intended purpose(s) for which the materials are used; within the variations permitted by the awarded contract and are of even kind, quantity, and quality within each unit and among all units; adequately contained, packaged, and marked as may be required by the awarded contract; and conform to the written promises or affirmations of fact by the Vendor.

REGISTERED SEX OFFENDER RESTRICTION

Pursuant to this order, the named Vendor agrees by acceptance of this order that no employee of the Vendor or a SubVendor of the Vendor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be present. The Vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

APPLICABLE LAW AND INTERPRETATION

The awarded contract (Agreement) shall be interpreted, construed, and given effect in all respects according to the laws of the State of Arizona. An Arizona court is the only venue where interpretations can be resolved. If any of the Vendor's/Vendor's terms or conditions is not in agreement with the District's terms and conditions as set forth herein, the District's terms and conditions shall govern. This Agreement incorporates the complete Agreement of the parties with respect to the subject matter of this Agreement; no oral Agreement or other understanding shall in no way modify these terms and conditions.

TERRORISM COUNTRY DIVESTMENTS

The District is prohibited from purchasing from a company that is in violation of the Export Administration Act. The Offeror certifies that it is not engaged in and for the duration of the contract will not engage in a boycott of Israel.

SUSPENSIONS/DEBARMENT CERTIFICATION

The Offeror certifies that they do not have any debarment, suspension, or other lawful action taken by any federal, state, or local government within the last five years that precludes the offeror or its employees from participating in any public procurement activity.

PROTESTS

Any formal protest of a solicitation must be filed in writing and submitted via US Mail or any courier service in a sealed envelope to Scott Little, Chief Financial Officer 701 W. Wetmore Road Tucson, AZ 85705. Protests will be filed before the solicitation opening if protest is based on the solicitation. If protest is made after the solicitation opening, it shall be made within 10 days of notification of award. NOTE: Protests must be filed according to R7-2-1142 and R7-2-1143 of the *Arizona Administrative Code*.

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OFFEROR INFORMATION AND AUTHORIZED SIGNATURE

FIRM/PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ FAX: _____

E-MAIL: _____

NAME: _____ TITLE: _____
Please Print

SIGNATURE: _____

DATE: _____

ACKNOWLEDGEMENT OF AMENDMENT ONE:

(Signature and Date)

Vendor/Offeror Fingerprint Language

If likelihood of unsupervised contact is unknown:

VENDOR shall, as a condition of contract, obtain fingerprint cards for VENDOR'S employee(s), and for SubVendors and their employees, in accordance with A.R.S. § 15-512. This fingerprinting requirement will not apply, however, if the District in its sole discretion determines in writing that it is unlikely that the VENDOR or its employee(s), or SubVendors and their employees, will have direct, unsupervised contact with students while on school grounds.

After obtaining a fingerprint card for an employee or SubVendor employee fingerprinting, VENDOR, will issue a means of identification (such as badges or numbered safety helmets) that VENDOR will require the employee to wear at all times that the employee is on District property. VENDOR shall inform the District of those employees and SubVendors and SubVendor employees that are authorized to be on District property, delineating the individuals by name and identification card/badge/helmet number (if any), and including the District property(ies) that the individuals will visit.

If unsupervised contact is already determined as likely to occur:

VENDOR shall, as a condition of contract, obtain fingerprint cards for VENDOR'S employee(s), and for SubVendors and their employees, in accordance with A.R.S. § 15-512.

After obtaining a fingerprint card for an employee or SubVendor employee fingerprinting, VENDOR, will issue a means of identification (such as badges or numbered safety helmets) that VENDOR will require the employee to wear at all times that the employee is on District property. VENDOR shall inform the District of those employees and SubVendors employees that are authorized to be on District property, delineating the individuals by name and identification card/badge/helmet number (if any), and including the District property(ies) that the individuals will visit.

Offeror Signature and Date: _____

Company Name: _____

E-Verify Contract Language

VENDOR hereby warrants that, at all times during the term of this Contract, will comply with all federal immigration laws applicable to VENDOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (collectively, "the State and Federal Immigration Laws"). VENDOR shall further ensure that each SubVendor who performs any work for VENDOR under this contract also complies with the State and Federal Immigration Laws.

DISTRICT shall have the right at any time to inspect the books and records of VENDOR and any SubVendor in order to verify compliance with the State and Federal Immigration Laws, and VENDOR shall ensure DISTRICT access to the books and records of VENDOR and each SubVendor under this contract.

VENDOR shall advise each of its SubVendors of the DISTRICT'S rights, and the SubVendor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBVENDOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBVENDOR'S employees, and with the requirements of A.R.S. § 23-214 (A). SUBVENDOR further agrees that Amphitheater Unified School District may inspect the SUBVENDOR'S books and records to insure that SUBVENDOR is in compliance with these requirements. Any breach of this paragraph by SUBVENDOR will be deemed to be a material breach of this contract subjecting SUBVENDOR to penalties up to and including suspension or termination of this contract."

Any breach of VENDOR'S or any SubVendor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting VENDOR to penalties up to and including suspension or termination of this Contract. If the breach is by a SubVendor, and the subcontract is suspended or terminated as a result, VENDOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement SubVendor, (subject to DISTRICT approval) as soon as possible so as not to delay project completion.

[If applicable: Any additional costs directly or indirectly attributable to remedial action under this Article shall be the responsibility of VENDOR. In the event that remedial action under this Article results in delay to one or more tasks in VENDOR's approved construction or timeline or schedule, such delay shall be deemed excusable delay for which VENDOR shall be entitled to a corresponding extension of time, but not costs.]

Offeror Signature and Date: _____

Company Name: _____