

**SANTA CRUZ VALLEY UNIFIED SCHOOL DISTRICT NO. 35  
RIO RICO, AZ 85648**

**NOTICE OF INVITATION FOR INVITATION TO BID**

REQUEST FOR INVITATION TO BID NO. 20-12

Services: **Weight Room Equipment**

PROPOSAL DUE DATE: March 20 at 2:00 p.m. Arizona Time

SITE VISIT: March 6, 2020 at 10:00 a.m. Arizona Time

LOCATION: 1374 W. Frontage Rd., Rio Rico, Arizona 85648

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In accordance with the School District Procurement Rules in the Arizona Official Compilation of Administrative Rules and Regulations (A.C.R.R.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, competitive sealed bids for the services specified will be received by the Santa Cruz Valley Unified School District No. 35, 1374 W. Frontage Rd., Rio Rico, AZ 85648 until the time and date cited above.

Bids received by the correct time and date will be opened and the name of each offerer will be publicly read. Bids must be in the actual possession of the Santa Cruz Valley Unified School District No. 35 on or prior to the exact time and date indicated above. Late bids will not be considered unless the bid:

1. Is received before contract award at the location designated for receipt of bids in the Invitation To Bid, and
2. Would have been received on time but for the action or inaction of the Santa Cruz Valley Unified School District No. 35 personnel.

**Bids must be submitted in a sealed envelope to the above address with the Request for Competitive Sealed Bid number, title, opening date and the offerer's name and address clearly indicated on the envelope and 3 copies must be submitted.** Additional instructions for preparing the bid is provided in the Attachments.

Offerers are strongly encouraged to carefully read the entire Request for Competitive Sealed Bids. Refer any questions regarding this bid to Isela Brown, Business Manager or her designee at (520) 281-8282 ext. 8272.

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**ATTENTION:** Failure to complete and return attachment 5 may result in the disqualification of your bid for non-compliance.

## INSTRUCTIONS TO VENDORS FOR SERVICES OR GOODS

**WITHDRAWAL OF BID:** At any time prior to the specified time and date set for bid opening, a Vendor (or his designated representative) may withdraw his bid in accordance with the Department of Education School District Rule R7-2-1044.

**SIGNATURE:** The Vendor Representative must sign the Bid and Contract page (Attachment 5) and return in the bid package. A person authorized to sign the Vendor Offer must initial erasures, interlineations or other modifications in the bid.

**USE OF FORMS:** All responsive bids shall include the forms provided in this bid invitation package. It is permissible to copy these forms if required.

**MARKING OF BID ENVELOPES:** Bids shall be contained in a sealed envelope, plainly marked with the vendor name and complete address, and the Bid number, title, and opening date.

**DELIVERY:** Sealed bids are to be mailed or delivered to: Santa Cruz Valley Unified School District No. 35 (SCVUSD), 1374 W. Frontage Rd., Rio Rico, AZ 85648, Attention: Business Office. The bid is to arrive no later than the date and time stated on the cover sheet. Bids will be date/time marked when delivered. The bids will be opened in public in the District Office on the date and time stated in the bid.

**LATE DELIVERY:** Late bids will not be considered under any circumstances, except as noted on the front page of this bid. If a bid arrives late, a late notification will be sent to the vendor.

**PUBLIC VIEWING:** All bids will be available for public review subsequent to publication of award notification in accordance with the Department of Education School District Procurement Rules.

**BID CHANGES:** No bid shall be altered, amended or withdrawn after the specified time for opening bids, except under circumstances set forth in the Department of Education School District Procurement Rule R7-2-N28.B.

**TIME PERIODS:** Periods of time, stated as a number days, shall be calendar days.

**ACCURACY:** It is the responsibility of all Vendors to examine the entire bid package and seek clarification of any item or requirement that may not be clear to them and check all responses for accuracy before submitting a response.

**AMENDMENT:** Receipt of amendment (if applicable) must be acknowledged by signing and returning the document, in the bid package or otherwise, prior to the hour and date specified for receipt of bids.

**AWARDS:** Awards shall be made with reasonable promptness to the Vendor(s) whose bid best conforms to the invitation and will be most advantageous to the SCVUSD with respect to price conformity to the specifications. Award(s) may be made to the lowest price bid.

**NEGOTIATIONS:** Bids allow discussions with competing bidder and changes in their initial bid including prices can be made.

Comparative judgmental evaluations can also be made when selecting among accepted bid for award of contract.

**CANCELLATION:** The SCVUSD Governing Board, notwithstanding any other provisions of this Request for Sealed Bids (including all attached documents), expressly reserves the right to: 'cancel the invitation to bid and re-issue a second invitation to bid'.

**THE OFFER:** A bid in response to a Request for Invitation To Bid is an offer by a bidder to contract with the SCVUSD based upon the terms, conditions and specifications contained in the District's bid invitation. Bids do not become contracts unless and until the Governing Board of the District accepts them. A contract is formed when the District gives written notice of award(s) to the successful bidder(s). In the absence of a provision to the contrary in the Invitation To Bid the contract has its inception in the award as distinguished from a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the invitation and specifications.

**FAILURE TO RESPOND:** Persons who fail to respond to Invitation To Bid for two consecutive procurements of similar items may be removed from the applicable bidders list. Persons may be reinstated upon written request and if the SCVUSD determines it is advantageous to the District.

**BIDDER ERRORS AND OMISSIONS:** The District is not responsible for any Bidder's errors or omissions.

**CONFIDENTIAL INFORMATION:** If a vendor believes that a bid specification contains information that shall be withheld from disclosure, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears.

**EVALUATION:** Evaluation criteria may include, but not be limited to:

- A. Conformity with specifications and general considerations.
- B. Successfulness of prior services for public school.
- C. References.
- D. Completeness of responses.
- E. Cost considerations and any other factors that would be advantageous to the Santa Cruz Valley Unified School District No. 35.
- F. Specific evaluation criteria for each bid offer will be listed in the Specifications section.

**RESTRICTIVE BID PROVISIONS:** If provisions of the detailed specifications preclude an otherwise qualified Bidder/Proposer from submitting, a written request for modification must be received by the SCVUSD business manager at least ten (10) working days prior to the opening. All bidders/proposers will be notified by an addendum to the bid of any approved specific changes.

**TERMS AND CONDITIONS**

1. **APPLICABILITY.** All terms embodied herein are applicable to this invitation for bid and any resulting contract, unless otherwise stipulated. Some paragraphs pertain to goods and others for services. The "if applicable rule" applies in these cases.
2. **SHIPPING.** All prices are to be quoted F.O.B. delivered, unless otherwise specified. Risk of loss and/or damage shall be upon the Vendor until such time as the goods have been physically delivered and accepted by the business manager. Vendor shall be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and ICC regulations.
3. **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 tender of the goods.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of goods must fully comply with all the 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.
5. **INSPECTION.** All goods are subject to final inspection acceptance by the Business Manager. Material/services 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, inspection, repacking, reshipping or other like expenses are the responsibility of the Vendor.
6. **VARIATION IN QUANTITY.** The Business Office must approve variation in the quantities ordered in writing.
7. **UNIT PRICE TO PREVAIL.** Prices shall be submitted on a per unit basis by line, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless judged obviously in error by the District. The District reserves the right to utilize the total price on "all or nothing" items when applicable.
8. **USE OF BRAND NAME REFERENCES.** The use of brand names or manufacturers' catalog references shall be construed as a quality level, method and type of performance, and does not indicate that the item cited is mandatory unless indicated on the bid.
9. **TECHNICAL SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. Bids, which do not meet the specified minimal standards, will be rejected.
10. **ALTERNATE BIDS.** Bids submitted for alternate items, which do not meet or succeed the minimum specifications, shall so state in the bid specifically identifying each item of non-conformance. The Bidder should also include detailed brochures and specifications for the alternate items. The District shall be sole judge of the acceptability of alternates.
11. **DEVIATIONS.** If items offered for sale deviate from the specified, **BIDDERS MUST SUBMIT DEVIATION SHEETS, IDENTIFYING BRAND AND CATALOG INFORMATION WITH THE BID** (Substitution Request Form, Form 208). **DEVIATIONS SHALL BE ITEMIZED ON THE SUBSTITUTION REQUEST FORM (FORM 208). BIDDER'S FAILURE TO INCLUDE SUCH INFORMATION WILL RESULT IN REJECTION OF ALL OR PART OF THEIR BID.**
12. **TIME FOR DELIVERY.** The time for delivery must be stated in definite terms and may be a factor in making an award, pricing notwithstanding. Advance deliveries are prohibited unless approved by Purchasing.
13. **TIME IS OF THE ESSENCE.** Because the District is providing services, which involve the health, safety and welfare of the students, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Bidder.
14. **DEFAULT.** In case of default by the Bidder, the District may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (a) deduction from an unpaid balance due; (b) collection against the bid and/or performance bond; or (c) a combination of the aforementioned remedies or other remedies as provided by law.
15. **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 nonconforming goods/services or a default of any nature under one installment or lot will impair the value of the whole contract and constitutes a breach of contract as a whole.
16. **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 employee of the Santa Cruz Valley Unified School District No. 35 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 of such order. In the event this Contract is canceled by Buyer 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.
17. **ASSIGNMENT-CLAIMS.** Vendor and the Santa Cruz Valley Unified School District No. 35 recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by the Santa Cruz Valley Unified School District No. 35. Therefore, Vendor hereby assigns to the Santa Cruz Valley Unified School District No. 35 any and all claims for such overcharges.
18. **ADVERTISING.** Vendor shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this Contract, except to the extent necessary to comply with proper request or information as provided by appropriate statutes.
19. **LIENS.** All goods delivered and labor performed under this Contract shall be free of all liens and, if Buyer requests, a formal release of all liens will be delivered to Buyer.
20. **MAXIMUM PRICES.** The District shall not be invoiced at prices higher than those stated in any contract resulting from this bid. Bidder certifies, by signing the bid, that the prices offered are no higher than the lowest price the Bidder charges other buyers for similar quantities under similar conditions. Bidder further agrees that any reductions in the price of the goods or service covered by the bid and occurring after award, will apply to the undelivered balance. The Bidder shall promptly notify the District of such price reductions.

21. DELAY IN EXERCISING CONTRACT REMEDY. Failure or delay by the District to exercise any right, power, or privilege shall not be deemed a waiver thereof.
22. ORDER OF PRECEDENCE. In the event of conflict, the following precedence shall prevail: (a) Terms and Conditions set forth on the face of the Contract; (b) provisions set forth on Drawings or Specifications; (c) provisions set forth in Referenced Documents; (d) the Instructions to Vendors.
23. AUTHORIZED CHANGES. The District reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and/or quantities. If any change causes an increase or decrease in the cost of or the time required for performance an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless evidenced in writing and approved by the Coordinator of Finance prior to the institution of the change.
24. COVENANT AGAINST CONTINGENT FEES. Vendor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, brokerage, or contingent fee, excepting bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
25. CONFIDENTIAL INFORMATION. If a vendor believes that a bid, offer, or specification contains information that shall be withheld from disclosure, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears.
26. TYPE OF CONTRACT. The type of contract shall be a completed, authorized and signed district purchase order.
27. TAXES. Taxes will be included in the Vendor's pricing. TO OUT OF STATE VENDORS: We are required to report and pay any Arizona Use Tax incurred or to be incurred on this purchase directly to the Arizona Department of Revenue. Please do not add such tax on any billing or invoice.
28. TERMINATION FOR CONVENIENCE. The District reserves the right to terminate any resulting orders or contract upon thirty (30) days written notice. The District will be responsible only for those standards items that have been delivered and accepted. If the items being purchased are truly unique and therefore not saleable or usable for any other application, the District will reimburse the Vendor for actual labor, material and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-progress, and completed but undelivered goods, will pass to the District after costs are claimed and allowed. The Vendor shall submit detailed cost claims in an acceptable manner and shall permit the District to examine such books and records as may be necessary in order to verify the reasonableness of any claims.
29. CONFLICT OF INTEREST. Pursuant to A.R.S. Section 38-511, this Contract is subject to cancellation by district if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Santa Cruz Valley Unified School District No. 35 is, at any time while the Contract is in effect, an 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.
30. FORCE MAJEURE. Neither party shall be held responsible for any issues resulting in the fulfillment of any terms **nor** if conditions of this Contract are delayed or prevented by any other cause not within the Contract of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.
31. 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.
32. 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 this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of 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.
33. CHOICE OF LAW. The parties hereby agree that this Agreement was negotiated, made and entered into in Arizona and under the laws of Arizona.
34. BUYER/BIDDER INDEMNIFICATION. The Bidder shall hold the District's officers, agents, and employees free and harmless against any and all liability, including cost of claims, suits **and counsel** fees arising from, growing out of, or incidental to the actual or alleged use of any copyrighted composition, secret or proprietary process, patented or unpatented invention, article or appliance, including foreign letters patents, furnished as a result of this bid. Contractor hereby indemnifies and shall defend and hold harmless, Santa Cruz Valley Unified School District No. 35 and all of its employees, agents, directors, board members and officers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses, of whatsoever kind of nature, arising out of or resulting from the performance of the contract, including liability caused by the concurrent negligence of the contractor and Santa Cruz Valley Unified School District No. 35. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole negligence of the Santa Cruz Valley Unified School District No. 35.
35. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS. The Bidder's products, services and facilities shall be in full compliance with all applicable Federal, State and local health environmental and safety laws, regulations, standards and ordinances, regardless of whether or not they are referred to by the District.
36. RESPONSIBILITY FOR CORRECTION. It is agreed that the bidder shall be fully responsible for making any correction, replacement or modification necessary for specification or legal compliance. In the event of any call back, bidder agrees to give District first priority. Bidder agrees that if the product or service offered does not comply with the foregoing, the Business Office has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of non-compliance and Bidder further agrees to be fully responsible for any consequential damages suffered by the District.

37. **WARRANTY.** Unless otherwise specified, all items shall be guaranteed for a minimum of two (2) years against defects in material and workmanship. At any time during the period, if defect should occur in any item, that item shall be repaired or replaced by the vendor at no obligation to the District, except, where it be shown that the defect was caused by misuse and not faulty manufacture. The Bidder expressly warrants all items to be fit and sufficient for their intended purpose. Any sample or model submitted shall create an express warranty that the whole of the goods shall conform to the sample or model. All warranties shall survive acceptance and payment by the District.
38. **REMEDIES AND APPLICABLE LAWS.** The State Board of Education School District Procurement Rules R7-2-1001 through R7-2-1195 and Santa Cruz Valley Unified School District No. 35 Board Policies, where applicable, are incorporated by reference herein and are made a part of this

document as if they are fully set forth herein. NOTE: The State Board of Education School District Procurement Rules are available at most public libraries and in the Business Office at Santa Cruz Valley Unified School District No. 35. Board policies for Santa Cruz Valley Unified School District No. 35 are available in the Superintendent's office.

39. **LATE SUBMISSION.** The District will not honor any invoices or claims which are tendered after June 30 of the fiscal year the account accrued.
40. **ASSIGNMENT.** It is mutually agreed that the successful bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of the right, title or interest therein, or the power to execute such contract, to any other person, company or corporation without prior written consent of the School District.
41. **INVOICES.** Purchase Order Number must appear on all copies of the invoice.

**SPECIAL TERMS AND CONDITIONS**

1. CANCELLATION. The Santa Cruz Valley Unified School District No. 35 reserves the right to cancel the whole or any part of this contract due to failure of the Vendor to carry out any term, promise, or condition of the contract. The Santa Cruz Valley Unified School District No. 35 will issue a written ten (10) day notice of default to the Vendor for acting or failing to act as in any of the following:
  - a. In the opinion of the Santa Cruz Valley Unified School District No. 35, the Vendor provides material that does not meet the requirements of the contract.
  - b. In the opinion of the Santa Cruz Valley Unified School District No. 35, the Vendor fails to perform adequately the service required in the contract.
  - c. In the opinion of the Santa Cruz Valley Unified School District No. 35, the Vendor attempts to impose on the Santa Cruz Valley Unified School District No. 35, materials, products, service or workmanship which is of an unacceptable quality.
  - d. The Vendor fails to complete the required work or furnish the required materials within the time stipulated in the contract.
  - e. In the opinion of the Santa Cruz Valley Unified School District No. 35, the Vendor fails to make progress in the performance of the requirements of the contract and/or gives the District a positive indication that the Vendor will not or cannot perform to the requirements of the contract.
2. The Santa Cruz Valley Unified School District No. 35 may resort to any single or combination of the following remedies:
  - a. Cancel any contract for any of the above stated reasons;
  - b. Reserve all rights to claims to damage for breach of any covenants of the contract;
  - c. In the case of default, the Santa Cruz Valley Unified School District No. 35 reserves the right to purchase in the open market, or to complete the required work, at the expense of the Vendor. The Santa Cruz Valley Unified School District No. 35 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.
3. CONTRACT APPLICABILITY: Bidder must substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Invitation for to Bid. All previous agreements, contracts, or other documents, which have been executed between the bidder and the Santa Cruz Valley Unified School District No. 35, are not applicable to this Invitation for Proposal or any resultant contract.
4. CONDITION OF AWARD: By submitting a bid, the Vendor understands and agrees to promote and offer to the Santa Cruz Valley Unified School District No. 35 only those products and/or services as stated in and allowed for under resultant contract. Violation of this condition is grounds for terminating the contract.
5. BILLING: All billing notices to the Santa Cruz Valley Unified School District No. 35 shall identify the specific item(s)/service(s) being billed. Items are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued by the Santa Cruz Valley Unified School District No. 35 will refer to the contract number resulting from this bid invitation.
6. SPECIAL CONSIDERATIONS: All bids must include:
  - a. Authorization allowing the District to inquire of all clients listed regarding the Bidders performance and qualifications.
  - b. A statement of qualifications of the Bidder for the contract including education, training and experience of members of the firm and key employees.
  - c. A statement of any factors that could reduce or minimize the cost of goods provided.
  - d. A sample of listing of all clients to whom the bidder has furnished products during the last five years. Submit names, titles, addresses and phone numbers.
  - e. Signature of responsible proposing party.
7. FEE PROPOSAL: Advise the District of the basis on which such person's/firm's charges and fees will be made. The fee proposal must be submitted in a separate sealed envelope, clearly marked "Fee Proposal", referencing this request for Invitation To Bid. The fee proposals will not be opened by the District until after the firms have been ranked and the highest qualified firm has been determined.
8. FEE RENEWAL: Fee for services to be negotiated after each year.
9. EVALUATION COMMITTEE: All vendor bids will be reviewed and evaluated by a committee consisting of District Personnel.

## **SPECIFICATIONS**

This is a request to provide weight room equipment to the District.  
The equipment should include the following:

### Specification or Scope of Work (the products for Weight Room Equipment to be provided):

- Flooring- Black with 10% color red. (estimated 3,119 square feet - not including cutouts for foundation/electrical pillars) with 10 in-layed rubber platforms.
  - .5” to 1” thick flooring glued to foundation with installation
- 10 - Half Racks with cable columns
  - Racks should include:
    - Bar catches
    - J-hooks
    - Chin handles
    - Weight Storage
    - Band, Bar and chain storage
    - Landmine Attachment
    - (20) D-handles
- 8 - Connecting Braces/Links (to connect 5 half-racks on both sides of the weight room)
- 13 - Multi/Adjustable Benches
- 1 - Set of Urethane Dumbbells (5 - 100 lbs in 5 lb. increments)
- 1 - Dumbbell Rack (Must hold 1 set of 5 - 100 lbs dumbbells in 5 lb. increments)
- 1 - Set of Urethane Dumbbells (5 - 50 lbs in 5 lb. increments)
- 1 - Dumbbell Rack (Must hold 1 set of 5 - 50 lbs. In 5 lb. increments)
- 3 - Glute/Ham Developers
- 3 - Lat/Row Machines
  - (3) Double D handles
  - (3) Machine lat pull down bars
- 2 - Safety Squat Bars
- 10- Olympic hex bars with raised handles
- 2 - Sets of Foam Plyometric Boxes
- 10 - Olympic Training Bars
- 10 - Olympic Power Bars
- 20 - Pairs of Spring Metal Collars
- 80 - 45 lb. Bumper Plates
- 40 - 25 lb. Bumper Plates
- 40 - 10 lb. Bumper Plates
- 40 - 10 lb. Olympic Plates
- 40 - 5 lb. Olympic Plates
- 40 - 2.5 lb. Olympic Plates
- 10 - 10 lb. No bounce Medicine Balls
- 20 - .25” resistance bands
- 20 - .5” resistance bands
- 20 - 1” resistance bands
- 50 - light mini bands
- 50 - medium mini bands
- 50 - heavy mini bands

**CONTRACT**

The district reserves the right to select more than one provider. It is anticipated that the successful offeror(s) will be issued a one year contract renewable for a period of five (5) years. Resubmission of statement of qualifications and fee proposals required annually.

**PROPOSAL REQUIREMENTS**

The District requires two (2) copies of the prepared and signed bid proposal (the original plus 2 copies) which should include the following bid proposal information:

- One with all standard equipment/plates/bumpers/dumbbells with manufacturing timeline.
  - One with custom color and decals/branding (school colors are Red, Black Grey, Gold trim) equipment/plates/bumpers/dumbbells and flooring with manufacturing timeline.
  - Authorization allowing the District to inquire of all clients listed regarding the Bidders performance and qualifications.
  - A statement of qualifications of the Bidder for the contract including education, training and experience of members of the firm and key employees.
  - A statement of any factors that could reduce or minimize the cost of goods provided.
  - A sample of listing of all clients to whom the bidder has furnished products during the last five years. Submit names, titles, addresses and phone numbers
  - Signature of responsible proposing party.
- 
- **A separate, sealed, marked envelope containing the fee proposal.**

**RESPONSE INFORMATION**

Products: Vendors should specifically indicate which of the products listed in specifications they will provide and any other products that may be of benefit to the District.



**PROPOSAL CONTRACT**  
**VENDOR OFFER**

In compliance with the Notice of Invitation To Bid and Instructions to Vendors, the Undersigned hereby proposes and agrees to furnish the material required in accordance with the specifications, terms and conditions and amendments, contained in the bid at the prices set forth herein.

For clarification of this offer, contact:  
\_\_\_\_\_, at (phone) \_\_\_\_\_

|                                      |                      |
|--------------------------------------|----------------------|
| Company                              | Authorized Signature |
| Address                              | Printed Name         |
| City            State            Zip | Title                |

**AWARD OF BID AND EXECUTION OF CONTRACT (For District Use Only).**

**ACCEPTANCE OF BID:**

Your offer is hereby accepted.

You are now bound to sell the personal property listed on the attached Notice of Award and/or Bid Price Sheet, on the terms and conditions, and for the prices set forth in the attached contract documents consisting of the Notice of Invitation To Bid, Terms and Conditions, Specifications, and Amendments.

Your contract at the Santa Cruz Valley Unified School District No. 35 is for:

**Weight Room Equipment**

This contract shall henceforth be referenced Santa Cruz Valley Unified School District No. 35 Contract No. 20-12. You are cautioned not to commence any billable work or provide any service under contract until you receive an executed purchase order.

Santa Cruz Valley Unified School District No. 35  
Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Business Manager or designee