



PURCHASING DEPARTMENT/WAREHOUSE

Katherine Mendoza

Purchasing /Warehouse Manager

1001 West Roger Road, Tucson, AZ 85705

(520) 696-3713 • kmendoza@amphi.com

701 W. Wetmore Road • Tucson, AZ 85705 • (520) 696-5000 • www.amphi.com

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August 4, 2022

Amphitheater Public Schools Request for Bid (RFB) 8302022 Commercial Plumbing Services

You are invited to bid on **RFB 8302022 Commercial Plumbing Services** for Amphitheater Public Schools (the District). Contractors responding to this solicitation must be licensed in the proper category to perform the specifications requested in this RFB. 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 Tuesday, August 30, 2022**. Bids will be opened and the name of the Contractor and Regular Time (Per Hour) Rate will be publicly read aloud at that time.

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

This solicitation document must be obtained from the website: www.azpurchasing.org Please contact Katherine Mendoza at kmendoza@amphi.com if you have any problem obtaining this solicitation. This request for bid/proposal document originated on the www.AZPurchasing.org website. If you obtain this document from any other source, such as a third-party bid outsourcing firm, we strongly recommend you register free at <http://www.azpurchasing.org/vendorform> as soon as possible. Open the Current Bids page and download the main bid document, including any attachments or amendments. When you download the main bid document from AZPurchasing.org website you will automatically be added to future bid alert emails for that bid, provided you make the proper designation when registering as a bidder at www.AZPurchasing.org. Failure to adhere to this recommendation to register at www.azpurchasing.org could put your company/firm at risk of bid rejection as not all necessary attachments or amendments may not be available to you for your completion.

Envelopes/packages containing the proposals must be sealed and addressed to Katherine Mendoza, Purchasing/Warehouse Manager, Amphitheater Public Schools, 1001 W. Roger Road, Tucson, AZ 85705 and be identified as **"RFB 8302022 Commercial Plumbing Services. Bids must be submitted during receiving hours, Monday through Friday, 7 am to 3:30 pm."**

The District is not responsible for bids received late. Any bids received after the scheduled closing time of **2:00 pm local time on Tuesday, August 30, 2022** will not be opened.

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

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and Title IX Coordinator, (520) 696-5164, drucker@amphi.com, or Kristin McGraw, Executive Director of Student Services, (520) 696-5230, kmcgraw@amphi.com.

bid award.) **A completed W-9 and the appropriate Contractor's license in good standing attached to this solicitation are also required with submission of a bid.**

NOTE: Questions concerning this solicitation must be directed to Katherine Mendoza, Purchasing/Warehouse Manager in writing at kmendoza@amphi.com and submitted no later than end of day Thursday, August 18, 2022. If necessary, an amendment with answers to all questions received by this date will be published on Monday, August 22, 2022 at the following website www.azpurchasing.org. Offeror must acknowledge any amendments on Offeror Information page of this solicitation.

DOCUMENTS REFERENCED

You may access a copy of the documents referenced within this Proposal at the following website: AZPurchasing.org at: <http://www.azpurchasing.org/index.asp>

Arizona Revised Statutes (A.R.S.) are available at: <https://www.azleg.gov/arstitle>

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at: https://apps.azsos.gov/public_services/Title_07/7-02.pdf

I.R.S W-9 Form (Request for Taxpayer I.D. Number) is available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

GENERAL INFORMATION

The District is seeking a qualified Contractor(s) to provide as needed/as required commercial plumbing services to various locations in the District. Further information about the District is located at the District's website: <https://www.amphi.com/>.

SCOPE OF SERVICES

The District requires the services of a licensed Plumbing Contractor to provide commercial plumbing services on an "as needed basis" as per the scope of services in this solicitation document. The awarded Plumbing Contractor(s) must provide services during normal business hours and provide an emergency contact number for "after hours" service. Normal business hours will be defined as Monday through Friday (except the District's recognized holidays) from 6:00 a.m. until 4:30 p.m. Any time outside of these days and hours including the District's recognized holidays will be defined as "after hours".

Note: Straight time is defined as 8 hour shifts between the hours of 6:00 a.m. and 4:30 p.m. Overtime is any time after 8 hours. Double time is the District's recognized holidays and Sundays.

Contractor's shall furnish ALL labor, tools, and equipment necessary for the complete and satisfactory performance of plumbing services and repair work. The contractor shall be expected to perform routine and emergency plumbing repair services at Amphitheater Public School District facilities such as: classrooms, boiler rooms, central plants, and accessory buildings on all campuses. The Contractor shall be expected to make and all repairs on plumbing infrastructure, gas piping, and fixtures; regardless of the height and/or location.

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All replacement repair parts, and material cost must be priced based upon a discount off the manufacture's published list price. Bid responses must include detailed information concerning the location of all pricing documents as part of the bid submission.

Bid responses shall include all labor, any additional materials, testing, etc. to provide a complete finished product, including the appropriate demolition or disposal of any fixtures and other equipment no longer in service and as directed by the District.

The District reserves the right to purchase material and parts from external sources for installation by the awarded vendor.

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Due August 30, 2022 – 2:00PM Local Time

	Regular Time (per Hour)	After Hours (per Hour)	Holiday Time (per Hour)
LABOR			
Master Plumber			
Journeyman Plumber			
Apprentice			
Helper/Laborer			
Technician for a : Day			
: Week			
: Month			
SERVICE			
Hydro Jetting			
Drain Cleaning/Snaking			
Electronic Leak Detection			
Pipe Relining			
Mechanical Rodding			
Pump Repair			
Gas Inspections/Pressure Test			
Excavation: Bobcat/ Ditchwitch/Back Hoe			
Vacuum Equipment			
Dump Truck			
Electronical Subcontractor for: Water heaters/ Boilers/ Water softners/ Etc.			
RELATED to plumbing Repairs: Concrete/Asphalt/ Hardscape			
Backflow Repair & Certification			
Portable Bathrooms			
Clay Traps			

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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. **(NOTE: If the tax is included in the Hour Rates, the bid may 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 Contractor. 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.

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 Contractor 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.

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AWARD OF CONTRACT

The awarded contract will be for fiscal year 2022-2023 beginning August 1, 2022 and ending June 30, 2023 with the option to renew for up to four (4) additional one (1) year fiscal years 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.)

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 Contractor shall submit a request for a price increase at least thirty (30) days prior to the contract extension.

The Contractor 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.

Amphitheater Public School reserves the right to award to multiple Contractors if deemed in the best interests of the District. If the District award to multiple Contractors, the award will be based on individual's line items per *Arizona Administrative Code R7-2-1024-B1d*.

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

SUBCONTRACTORS

A list of the Subcontractors planned to be utilized on the project including company name, scope of work planned for the project and the appropriate license number for that scope of work shall be provided with the general contractors bid response. The District reserves the right to refuse a Subcontractor if determined to be in the District's best interest. All Subcontractors are to be carried under general contractor's liability insurance coverage. General contractor to assume responsibility for all Subcontractors utilized, including their compliance with all safety requirements, governing law, and other appropriate policies/procedures.

PERSONAL CONDUCT AND EXPECTATIONS

The Contractor shall remember and remind its Subcontractors that school may be in session and the School Administration staff will be conducting regular business during the installation period and proper behavior by all personnel is required. This shall include but not be limited to the following:

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1. The District campuses maintain a “No Tobacco” policy. This includes all tobacco product types including e-cigarettes.
2. Inappropriate language is not tolerated at any time.
3. Staring at students or staff is considered inappropriate and shall be avoided. The District adheres to the “Two Second Rule” which means, no Contractors will look at (stare at) a student or staff member for more than two seconds.
4. Use of any facilities including toilets, break areas, phones, computers, copiers/printers, offices, etc. are not allowed at any time.
5. Contractor is responsible for protection of all furniture and equipment in occupied campus areas.
6. Any furniture that is moved or altered to perform work is to be replaced at the end of the daily work shift to its original position and condition.

Amphitheater Public Schools maintains a “zero tolerance policy” on these points of emphasis and any breach of this policy shall be grounds for removing the party from the project at the sole discretion of the District Staff.

PROGRESS PAYMENTS

Progress payments may be made by Amphitheater Public Schools to the Contractor on the basis of duly certified and approved estimate of work performed during the previous month if the Contractor agrees to adhere to the provisions of A.R.S 41-2577(B),(D), and (F).

LIENS

Bid is for labor, professional services, materials, machinery, fixtures and/or tools for publicly-owned District property. No lien rights are provided through this Contract so Contractor need not give the 20-day Preliminary Lien Notice identified in A.R.S. § 33-992.01 to the District. Instead, Contractor acknowledges and affirms that this bid is subject to the requirements of A.R.S. Title 34, Chapter 2 for employment of contractors for public buildings and improvements.

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, Contractor's Final Bid/Proposal Submission, Contractor 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 Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors 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 Contractor under the awarded contract shall become the property of and be delivered to the District. The Contractor 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.

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WARRANTY INFORMATION

The awarded Contractor warrants that the materials are free of liens and shall remain free of liens during the contract term. The awarded Contractor 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 Contractor.

REGISTERED SEX OFFENDER RESTRICTION

Pursuant to this order, the named Contractor agrees by acceptance of this order that no employee of the Contractor or a Subcontractor of the Contractor, 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 Contractor 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 Contractor's/Subcontractor'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.

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PROTESTS

Any formal protest of a proposal 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 proposal opening if protest is based on the solicitation. If protest is made after the proposal 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*.

FEDERAL AND STATE REQUIREMENTS

Compliance with Federal and State Requirements – Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, worker' compensation laws, minimum and maximum salary and wage statues and regulations, prompt payment and licensing laws and regulations.

If applicable, vendor shall comply, when working on any federally assisted projects with the following:

- 1) The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5),
- 2) Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5),
- 3) Copeland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5),
- 4) Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41 CFR Chapter 60),
- 5) McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
- 6) Section 306 of the Clean Air Act (42 U.S.C. § 1857h),
- 7) Section 508 of the Clean Water Act (33 U.S.C. § 1368),
- 8) Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15),
- 9) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200),
- 10) Education Department General Administrative Regulations, 2 CFR Parts 200 and 3474, and 34 CFR Parts 75-77 and 81 ("EDGAR").
- 11) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871),
- 12) All applicable requirements and regulations, including those related to reporting, patient rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds.

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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)

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Contractor/Offeror Fingerprint Language

If likelihood of unsupervised contact is unknown:

CONTRACTOR shall, as a condition of contract, obtain fingerprint cards for CONTRACTOR'S employee(s), and for Subcontractors 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 CONTRACTOR or its employee(s), or Subcontractors and their employees, will have direct, unsupervised contact with students while on school grounds.

After obtaining a fingerprint card for an employee or Subcontractor employee fingerprinting, CONTRACTOR, will issue a means of identification (such as badges or numbered safety helmets) that CONTRACTOR will require the employee to wear at all times that the employee is on District property. CONTRACTOR shall inform the District of those employees and Subcontractors and Subcontractor 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:

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

After obtaining a fingerprint card for an employee or Subcontractor employee fingerprinting, CONTRACTOR, will issue a means of identification (such as badges or numbered safety helmets) that CONTRACTOR will require the employee to wear at all times that the employee is on District property. CONTRACTOR shall inform the District of those employees and Subcontractors 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: _____

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 • Amphi Academy Online

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 David Rucker, Equity & Safety Compliance Officer and Title IX Coordinator, (520) 696-5164, drucker@amphi.com, or Kristin McGraw, Executive Director of Student Services, (520) 696-5230, kmcgraw@amphi.com.

E-Verify Contract Language

CONTRACTOR hereby warrants that, at all times during the term of this Contract, will comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (collectively, "the State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each Subcontractor who performs any work for CONTRACTOR 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 CONTRACTOR and any Subcontractor in order to verify compliance with the State and Federal Immigration Laws, and CONTRACTOR shall ensure DISTRICT access to the books and records of CONTRACTOR and each Subcontractor under this contract.

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

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

Any breach of CONTRACTOR'S or any Subcontractor'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 CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a Subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR 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 Subcontractor, (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 CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks in CONTRACTOR's approved construction or timeline or schedule, such delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to a corresponding extension of time, but not costs.]

Offeror Signature and Date: _____

Company Name: _____

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NON-COLLUSION AFFIDAVIT

(Prime Bidder)

State of _____)

County of _____)

_____ being first duly sworn, disposes and says:

That They are _____
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham: that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against

the _____

(owner)

or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of: _____
(Bidder, if bidder is an individual)
(Partner, if bidder is a corporation)
(Officer, if the bidder is a corporation)

END OF RFB 8302022

Amphitheater High • Canyon del Oro High • Ironwood Ridge High
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