



## PURCHASING/WAREHOUSE DEPARTMENT

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July 20, 2022

### Amphitheater Public Schools Request for Bid (RFB) 832022 Diesel Fuel Bio-Diesel B-5 Blend and Unleaded Gasoline

You are invited to bid on **RFB 832022 – Diesel Fuel Bio-Diesel B-5 Blend and Unleaded Gasoline** 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 10:00 A.M. local time on Wednesday August 3, 2022**. Bids will be opened and the name of the Contractor and product price 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.)

**NOTE:** Questions concerning this solicitation must be directed to Katherine Mendoza, Purchasing/Warehouse Manager in writing at [kmendoza@amphi.com](mailto:kmendoza@amphi.com) and submitted no later than end of day Tuesday, July 26, 2022. An amendment with answers to all questions received by this date will be published on Wednesday, July 27, 2022 at the following website <http://www.AZPurchasing.org> and <http://www.amphi.com/Page/11059>. Vendor must acknowledge any amendments to this solicitation on page six of this solicitation.

#### GENERAL INFORMATION AND REQUIREMENTS

The District is seeking a qualified Vendor to provide diesel fuel and unleaded gasoline for the District's Transportation Department located at 200 E. Roger Road in Tucson, Arizona 85705. Further information about the District is located at the District's website: <https://www.amphi.com/>. The District's Transportation Department provides safe, professional, and efficient transportation on a daily basis to more than 8,000 students.

Annual usage for the District may vary depending on enrollment, District growth, or other factors. The figures provided below are estimates based on current fiscal year volume:

- 125 District drivers cover over 9,000 miles per day or 1.6 million miles per year.
- The District's 133 yellow-fleet school buses use a #2 clear diesel in a B-5 blend.
- 126 District white-fleet maintenance vehicles use unleaded gasoline.
- Annual usage for the clear diesel B-5 blend is approximately 260,000 gallons.
- Annual usage for the unleaded gasoline is approximately 50,000 gallons.
- Fuel is delivered to a 20,000 gallon underground diesel tank and a 10,000 gallon underground unleaded gasoline tank.
- Deliveries are accepted Monday through Friday from 6:00 a.m. until 3:00 p.m. at the District's Transportation Bus Barn located at 200 E. Roger Road, Tucson, AZ 85705.
- Winter Fuel Requirements (October 15 – April 15) – the bio component of B-5 blend must have a cloud point of five degrees Celsius or lower. All deliveries of B-5 blend must have a certificate of analysis provided by the manufacturer covering the bio component delivered.
- All deliveries and invoices must have a copy of the OPIS (Oil Price Information Service) pricing as defined in the PRODUCT PRICE section of this solicitation document for both B-5 blend and unleaded gasoline.

#### PRODUCT PRICE

**NOTE: Tax must not be included in any bid response. The OPIS price for B-5 blend and unleaded gasoline must remain fixed for the term of the contract.**

*Clear Diesel Fuel Bio-Diesel B-5 Blend* – Provide the OPIS differential for Phoenix OPIS Daily Contract Benchmark File (prior day 10:00 a.m.) Gross Wholesale B5 ultra low sulfur clear #2 biodiesel.

OPIS Differential Offered Clear Diesel Fuel Bio-Diesel B-5 Blend  
\$ \_\_\_\_\_

National Biodiesel Accreditation BQ 9000 Certification

Producer Name \_\_\_\_\_

Producer Accreditation \_\_\_\_\_

*Unleaded Gasoline* – Provide the OPIS differential for Tucson OPIS Daily Contract Average (prior day 10:00 a.m.) conventional blend 10% ethanol unleaded gasoline.

OPIS Differential Offered Unleaded Gasoline  
\$ \_\_\_\_\_

### 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.

### 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

**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 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.

#### PERSONAL CONDUCT AND EXPECTATIONS

The Vendor shall remember and remind its sub-vendors 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:

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 Vendors 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. Vendor is responsible for protection of all furniture and equipment in occupied campus areas.

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.

#### 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 sub-vendors 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 sub-vendor 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.

#### PROTESTS

Any formal protest of a Request for Bid must be filed with Scott Little, Chief Financial Officer 701 W. Wetmore Road Tucson, AZ 85705, phone number (520) 696-5128. Protests will be filed before the Request for Bid opening if protest is based on the solicitation. If protest is made after the Request for Bid opening, it shall be made within 10 days of notification of award.

**(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

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 sub-vendors 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 sub-vendors and their employees, will have direct, unsupervised contact with students while on school grounds.

After obtaining a fingerprint card for an employee or sub-vendor 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 Sub-vendors and Sub-vendor 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 sub-vendors and their employees, in accordance with A.R.S. § 15-512.

After obtaining a fingerprint card for an employee or sub-vendor 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 sub-vendors 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 sub-vendor 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 sub-vendor 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 sub-vendor under this contract.

VENDOR shall advise each of its sub-vendors of the DISTRICT'S rights, and the sub-vendor'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 sub-vendor'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 sub-vendor, 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 sub-vendor, (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: \_\_\_\_\_