

**BID PACKAGE
ATHLETIC UNIFORM AND RECONDITIONING SERVICES
AVON PUBLIC SCHOOLS
AVON, CT**

February 7, 2020

INVITATION FOR BID
STANDARD INSTRUCTIONS
BID FORM
NON-COLLUSION AFFIDAVIT
GENERAL SPECIFICATIONS
AGREEMENT (SAMPLE)
REFERENCES
DETAILED LISTING OF ATHLETIC TEAMS WITH CURRENT PARTICIPATION
DETAILED UNIFORM REPLACEMENT CYCLE

Kim Schlosser
Purchasing Agent
34 Simsbury Road
Avon, CT 06001

**INVITATION FOR BID
ATHLETIC UNIFORM AND RECONDITIONING SERVICES
AVON, CT**

2/7/20

One (1) original and two (2) copies of sealed bids for the above named project will be submitted to the Board of Education, 34 Simsbury Road, Avon, CT 06001 on February 28, 2020 at 2:00 pm. They will be publicly opened and read aloud.

The Board of Education reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interests of the Board of Education.

Addenda may be issued from time-to-time.

Bids must be held firm and may not be withdrawn for ninety (90) days after the bid opening.

Kim Schlosser
Purchasing Agent
Board of Education

ATHLETIC UNIFORM AND RECONDITIONING SERVICES
STANDARD INSTRUCTIONS TO BIDDERS

1. KEY EVENT DATES

Invitation for Bid Issued	February 7, 2020
Public Bid Opening	February 28, 2020
Bid Awarded	Within 30 days
Commencement of Work	Within thirty (30) calendar days of Notice to Proceed

2. OBTAINING BID DOCUMENTS

Specifications and bidding documents may be obtained from the Board of Education, 34 Simsbury Road, Avon CT, or from the Board of Education's website at: www.avon.k12.ct.us under District then Request for Proposal.

3. BID SUBMISSION INSTRUCTIONS

- A. One (1) original and two (2) copies of all bids must be submitted in a sealed envelope clearly marked "Sealed Bid for Board of Education – ATHLETIC UNIFORM AND RECONDITIONING SERVICES". When forwarded by mail or courier, the sealed envelope must be addressed to "Heather Michaud, Board of Education, 34 Simsbury Road, Avon, Connecticut 06001". Bids must be at the office of the Board of Education prior to the 2:00 pm on 2/28/20, then they will be publicly opened. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the first bid is publicly opened will NOT be accepted.
- B. Ditto marks or words such as "SAME" on the Bid is considered writing and must not be used.
- C. All information must be submitted in blue ink or typewritten. Errors, alterations or corrections on both the original and all required copies must be initialed by the person signing the bid.
- D. Bids are considered valid for ninety (90) days after bid(s) are opened. Bidders may not withdraw, cancel or modify their bid for a period of ninety (90) days after bid(s) are opened.
- E. An authorized person representing the legal entity of the bidder must sign bids.
- F. The inability to meet any specified requirements(s) must be stated in writing and attached to the bid form, or written on the bid form. If no exceptions are noted, it shall be assumed that the terms of the Invitation for Bid have been accepted.
- G. The Board of Education reserves the right to waive any minor informality in a bid when such a waiver is deemed to be in its best interest to do so.

ATHLETIC UNIFORM AND RECONDITIONING SERVICES
STANDARD INSTRUCTIONS TO BIDDERS

4. QUESTIONS

Any questions should be directed to: Heather Michaud – 860 404 4707.

However, no oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing, addressed and forwarded by either email hmichaud@avon.k12.ct.us , fax: (860) 404-4704, or by mail: Heather Michaud, Board of Education, 34 Simsbury Road, Avon, CT 06001. To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of bids.

The Board of Education will arrange an addendum, if necessary, which shall be made a part of this Invitation for Bid and the resulting contract, all questions received as above provided and decisions regarding each.

5. PRESUMPTION OF BIDDER BEING FULLY INFORMED

At the time the first bid is opened, each bidder is presumed to have read and be thoroughly familiar with all bidding and contract documents, including all addenda's, for this project. Failure or omission of the bidder to receive or examine any information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

6. INTERPRETATION OF ACCEPTABLE WORK

The specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Board of Education. The Board of Education will issue any substantive changes or interpretations in writing as an addendum.

7. TAX EXEMPTIONS

The Board of Education is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Bidders shall avail themselves of these exemptions.

8. INSURANCE

The bidder awarded this bid must provide a current Certificate of Insurance to the Purchasing Agent in the Business Office PRIOR to commencement of work, with the following requirements:

a.	Commercial General Liability:	
	Each Occurrence:	\$1,000,000
	Personal/Advertising Injury per Occurrence:	\$1,000,000
	General Aggregate:	\$2,000,000
	Product/Completed Operations Aggregate	\$2,000,000

ATHLETIC UNIFORM AND RECONDITIONING SERVICES
STANDARD INSTRUCTIONS TO BIDDERS

- | | | |
|----|---|-------------|
| | Damage to Rented Premises | \$ 100,000 |
| b. | Automobile Liability: | |
| | Each Accident: | \$1,000,000 |
| | Hired/Non-owned Auto Liability | \$1,000,000 |
| c. | Worker's Compensation, as required by Connecticut State statutes. | |
| d. | The "Board of Education" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance. | |
| e. | All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A: VII. | |
| f. | It is desired by the Board of Education that all insurance not be cancelled or modified without thirty (30) days written notice by registered U.S. Mail to: Board of Education, Business Office, 34 Simsbury Road, Avon, Connecticut 06001. | |
| g. | The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy. | |

9. **AWARDING THE BID**

The Board of Education reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interests of the Board of Education.

Consideration to award the contract for the Services is given to Contractors with experience in providing these services and Contractors who are able to demonstrate a track record in the delivery of services with the submittal of valid references.

The lowest priced bid is NOT the sole determining factor when awarding this bid, as the Board of Education reserves the right to negotiate with the bidder that is preliminarily selected. That bidder is the person or firm who is qualified and competent to do the work, whose past performance of work is satisfactory to the Board of Education and whose bid documents comply with the procedural requirements stated herein.

10. **REJECTION AND/OR CANCELLATION OF BIDS**

The Board of Education reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in its best interest.

11. **BID BOND**

A Bid Bond is not required with this bid.

12. **PERFORMANCE BOND**

A Performance Bond is not required with this bid.

ATHLETIC UNIFORM AND RECONDITIONING SERVICES
STANDARD INSTRUCTIONS TO BIDDERS

13. **AGREEMENT DOCUMENTS**

The Agreement Documents are defined as:

- The Standard Instructions to Bidders
- The Agreement as executed
- The General Specifications
- Detailed listing of athletic teams with current participation
- Detailed uniform replacement cycle
- Any Addenda, if issued

END OF STANDARD INSTRUCTIONS TO BIDDERS

BID FORM
ATHLETIC UNIFORM AND RECONDITIONING SERVICES
34 Simsbury Road
Avon, CT 06001

2/28/20

BID of _____ (hereinafter called "BIDDER", a corporation or limited liability company organized and existing under the laws of the State of _____, a partnership, or an individual doing business as: _____) * shall provide Athletic Uniform and Reconditioning Services in accordance with the rate listed below:

Athletic Uniform and Reconditioning Services for Avon Public Schools:

_____ (\$ _____)

*Insert the Corporation, Partnership, or Individual name as applicable. Cross out non-applicable types.

The undersigned submits this Bid without collusion with any other person, firm or individual.

Signature: _____

Name: _____
(print or type)

Title: _____

Firm: _____

Address: _____

Telephone: _____

E-Mail: _____

END OF BID FORM

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____, County of _____, being first duly sworn, disposes and says that:

1. He is the owner, officer, representative or agent of: _____ the BIDDER that has submitted the attached BID;
2. The attached BID is genuine; it is not a collusive or sham BID;
3. He is fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached BID;
4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham BID in connection with the CONTRACT for which the attached BID has been submitted or to refrain from bidding in connection with any contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID prices or the bid price of any other bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of Education or any other person interested in the proposed CONTRACT.
5. The price(s) quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and
6. That no elected or appointed official or other officer or employee of the Board of Education, whose salary or compensation is payable in whole or in part by the Board of Education is directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) _____
(Name of Bidder)

Subscribed and sworn to before me this _____ day of _____, 20__

Title

My Commission expires _____, 20__

END OF NON-COLLUSION AFFIDAVIT OF BIDDER

ATHLETIC UNIFORM AND RECONDITIONING SERVICES
GENERAL SPECIFICATIONS

1. Vendor to provide all game uniforms, practice jerseys, travel suits, sweats, jerseys, pants, protective gear and school-owned travel bags.
2. Football reconditioning of all equipment:
 - a. Repair if needed, of all equipment, required for Recertification, *(any equipment needing replacement is understood to be extra. Notify and return all rejected equipment and quote its replacement).
 - b. The reconditioning includes the cleaning and sanitizing of all Football Equipment.
 - c. The reconditioning includes the inventory record keeping of all Football Equipment.
 - d. Documentation certifying reconditioning will be provided annually.
 - e. Documentation detailing inventory will be provided annually.
3. All other helmets are reconditioned annually.
4. Post season pickup of all uniforms:
 - a. Uniforms are cleaned/sanitized.
 - b. Uniforms are inspected and repaired if necessary.(*)
 - c. Uniforms are inventoried.
 - d. Uniforms are stored.
 - e. Uniforms are delivered pre-season.
 - f. Football: Weekly uniform pick up, (must pick up by Tuesday and company delivery only by FedEx or UPS to avoid risk of loss or lateness, back by Wednesday each week). Inspected, cleaned/disinfected, repaired and returned.
5. Safety Credentials:
 - a. Must be NOCSAE (National Operating Committee on the Standards of Athletic Equipment) licensed preconditioner,
 - b. Must be a member of NAERA (National Athletic Equipment Reconditioners Association).
 - c. Must stock OEM (Original Equipment Manufacturer) helmet replacement parts for all major helmet brands.
 - d. Must use software system Helmet Tracker TM to manage the inventory/maintenance/safety.
 - e. Must be able to provide Reject Replacement Program for any rejected football helmets and should pads.
 - f. Must be insured for general liability and product completed liability and issue a certificate of insurance in name of Avon Public Schools as proof.
 - g. Reconditioning service must be factory direct. No sub-contracting work to a third party.

- h. Must guarantee each season of reconditioning to be delivered no later than 3 weeks prior to the first game or incur loss of performance fine of \$100.00 per day.
- 6. In season, must provide free 24 hour uniform repair service. Picked up and delivered at no charge.
- 7. Set discount for Uniform and Spirit wear purchases. Set incentive credits for total uniform and apparel purchases.

END OF GENERAL SPECIFICATIONS

ATHLETIC UNIFORM AND RECONDITIONING SERVICES AGREEMENT

This _____ Agreement (the "Agreement") is entered into the ____ day of ____, ____ ("Effective Date") by and between the Board of Education, a political subdivision of the State of Connecticut (the "Board of Education") and _____ corporation located at _____, _____, _____ (the "Contractor").

WHEREAS, the Board of Education has issued an Invitation for Bid (the "IFB") for _____ the Board of Education to be performed at various locations in Avon, Connecticut (the "Premises"); and

WHEREAS, the services to be performed by the Contractor are set forth in the IFB (the "Work"); and

WHEREAS, Contractor submitted its Bid to the Board of Education on 2/28/20 for the Work in accordance with the requirements and specifications of the IFB; and

WHEREAS, the Board of Education has selected Contractor and the Board of Education and the Contractor desire to enter into a formal Agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents, as defined in Section 9 below. The Contract Documents represent the entire and integrated agreement between the Board of Education and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
2. Duties. Contractor shall perform the Work described in the Contract Documents except for any work that is specifically prescribed in the Contract Documents to be the responsibility of another person. Contractor shall furnish all labor, equipment, trucks, materials, facilities, supplies, transport, and any other things necessary to carry out the terms of the Contract Documents.
3. Permits and Standards. Contractor shall, at its own expense, obtain all required permits and agreements from the Board of Education, county, federal, state or other governmental authority for performance of the Work in accordance with the standards prescribed by the federal Environmental Protection Agency, the Occupational Safety and Health Administration, NIOSH, the Department of Environmental Protection of the State of Connecticut and any other federal, state or local government laws and regulations. In the event of a conflict or overlap of any such laws or regulations, the most stringent provisions shall be applicable.
4. Compliance with Laws. Contractor shall comply with all federal, state and local laws and regulations governing the Work whether or not such laws and regulations are fully and properly reflected in the IFB.

5. Term. The term of this Agreement shall commence in 2020 or other specified period. Work to be performed at the prices stated in the Bid Form. The Contractor shall not start the Work prior to having received a notification to proceed from the Board of Education.

6. Payment. The Board of Education will pay the Contractor for work completed based upon the unit prices specified on the Bid Form.

7. Insurance. The Contractor shall carry and keep in force during the term of this Agreement insurance as more specifically described in Section 10 of the Standard Instructions to Bidders, by a company or companies authorized to do business in Connecticut. The Company shall provide Certificates of Insurance specifying such coverage and naming the Board of Education as additional insured prior to the start of the work.

8. Liability. The Contractor agrees to assume full responsibility and liability for damage or injury to persons or real or tangible personal property caused directly or indirectly by the negligent or tortious actions or inactions of the Contractor, its agents, employees or subcontractors with respect to the Work. The Contractor further agrees to assume full responsibility and liability for, and indemnify the Board of Education against, the Contractor's failure to comply with any applicable federal, state or local law or regulation in the performance of Contractor's duties pursuant to the Contract Documents.

9. Contract Documents. The Contract Documents include, without limitation, the following:

- (i) The Agreement;
- (ii) The IFB, including the General Specifications;
- (iii) Addenda issued prior to the execution of this Agreement or modifications issued after the execution of this Agreement;
- (iv) The Vendor's Bid Submission.

10. Hold Harmless. The Contractor agrees to indemnify and save harmless the Board of Education, its agents and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the performance of the work by the Contractor by reason or liability imposed upon the Board of Education, its agents and employees, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, (including employees of the Contractor), or on account of damage to property, including loss of use thereof, if such injuries or damages are caused by the negligence or breach of Contract Documents of the Contractor, its agents and employees or otherwise. The existence of insurance shall in no way limit the scope of this indemnification. The indemnification provision shall be separate and distinct from issuance of a Certificate of Insurance.

11. No Assignment. The Contractor shall not subcontract, transfer or assign its obligations under the Contract Documents or any portion thereof without the prior written consent of the Board of Education.

12. Termination. If the Contractor fails to perform this Agreement in accordance with its terms, the Board of Education shall have the right, in addition to all other remedies it may have, to declare the Agreement in default and, therefore, terminated and to resubmit the Agreement for further bid. In that event, the Contractor shall pay the Board of Education, as liquidated damages, the amount of any excess of the new Agreement Price over the Agreement Price herein provided for, both pro-rated to the period of time covered by the unexpired term of the Agreement at the time of default, plus any legal or other costs incurred by the Board of Education in terminating the Agreement and securing a new contractor.

13. Contractor Personnel Must Be Authorized to Work. The Contractor confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Agreement are authorized for employment in the United States. The Contractor further confirms that it has properly completed I-9s for all employees assigned to the Board of Education's place of business. The Contractor agrees to hold harmless and indemnify the Board of Education in the event that any of the employees or other personnel provided by the Contractor are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the Contractor. The Contractor agrees to indemnify, defend and hold the Board of Education harmless against any claims brought against the Contractor or the Board of Education as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

14. Change Orders, Price Modifications, and Other Amendments. The Board of Education shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by the Board of Education. The Contractor shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the Board of Education. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.

15. Connecticut Law and Courts. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of the Agreement to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.

16. Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

THE BOARD OF EDUCATION

By _____
Heather Michaud
Director of Fiscal Operations

COMPANY

By _____

**AVON BOARD OF EDUCATION, CONNECTICUT
ATHLETIC UNIFORM AND RECONDITIONING SERVICES**

PROPOSER'S STATEMENT OF REFERENCES FORM

Provide at least three (3) references:

1. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

2. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

3. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

END OF STATEMENT OF REFERENCES FORM

Avon Public Schools
Athletic Programs Analysis (FY 16/17 - YTD FY 19/20)

AHS Athletic Program		FY 2016/2017	FY 2017/2018	FY 2018/2019	FY 2019/2020
Sport	Season	Participants	Participants	Participants	Participants
Cheerleading	Fall	4	0	7	13
Crew	Fall	94	80	87	104
Cross Country Boys	Fall	34	44	49	46
Cross Country Girls	Fall	32	33	23	23
Field Hockey	Fall	57	47	48	40
Football	Fall	53	50	41	60
Soccer - Boys	Fall	60	55	56	50
Soccer - Girls	Fall	68	57	49	45
Volleyball	Fall	35	33	34	35
Basketball - Boys	Winter	35	38	37	
Basketball - Girls	Winter	36	32	30	
Indoor Track Boys	Winter	35	37	34	
Indoor Track Girls	Winter	34	35	18	
Ice Hockey	Winter	13	13	11	
Swimming	Winter	41	39	38	
Wrestling	Winter	22	32	39	
Baseball	Spring	38	37	41	
Crew	Spring	88	76	79	
Golf Boys	Spring	23	26	20	
Golf Girls	Spring	14	16	12	
Lacrosse - Boys	Spring	51	50	44	
Lacrosse - Girls	Spring	61	48	45	
Outdoor Track Boys	Spring	57	59	58	
Outdoor Track Girls	Spring	70	48	34	
Softball	Spring	20	18	19	
Tennis - Boys	Spring	20	18	17	
Tennis - Girls	Spring	28	22	31	
Total		1123	1043	1001	416

Avon High School

REPLACEMENT 4 YEAR CYCLE

Cycle Group	TEAM	2018/2019	2019/2020	2020/2021	2021/2022
Cycle I	GIRLS CROSS COUNTRY	R			
	BOYS CROSS COUNTRY	R			
	GIRLS INDOOR TRACK	R			
	BOYS INDOOR TRACK	R			
	GIRLS OUTDOOR TRACK	R			
	BOYS OUTDOOR TRACK	R			
	BOYS BASKETBALL	R			
	GIRLS BASKETBALL	R			
	CHEERLEADING	R			
	CREW	R			
Cycle II	BASEBALL		R		
	SOFTBALL		R		
	VOLLEYBALL		R		
	BOYS GOLF		R		
	GIRLS GOLF		R		
	GIRLS LACROSSE		R		
Cycle III	FOOTBALL			R	
	WRESTLING			R	
Cycle IV	BOYS LACROSSE				R
	BOYS SOCCER				R
	GIRLS SOCCER				R
	BOYS TENNIS				R
	GIRLS TENNIS				R
	FIELD HOCKEY				R

Note: "R" signifies the teams receipt of a new uniform.