

**WENDEN ELEMENTARY SCHOOL DISTRICT NO. 19
REQUEST FOR QUOTATION NO. 1046**

QUOTATION DUE DATE JUNE 1, 2023 AT 3 P.M., M.S.T.

PROVISION OF MAINTENANCE AND REPAIR SERVICES, INCLUDING NECESSARY MATERIALS AND LABOR FOR THE FOLLOWING:

- HVAC
- WALK IN COOLER AND/OR REFRIGERATOR(S)
- FREEZER

LOCATION: Interested, qualified Vendors may submit a Quotation to Wenden Elementary School District at the following address:

MAILING ADDRESS:

Wenden Elementary School District #19
P O Box 8
Wenden, AZ 85357-0008

HAND DELIVERY-OVERNIGHT MAIL:

Wenden Elementary School District #19
71001 Santa Fe Avenue
Wenden, AZ 85357-0008

In accordance with the Arizona Administrative Code R7-2-1001, *et seq.*, competitive sealed Quotations promulgated by the State Board of Education pursuant to A.R.S. §§ 15-213 & 271(C), competitive sealed quotations for the materials or services specified will be received by the Wenden Elementary School District #19 at the above specified location until the time and date cited.

Quotations received by the correct time and date shall be opened and the name of each Vendor the quotation for the work to be provided, the cost for materials to be provided by the Vendor, mileage (if assessed), and other relevant information deemed appropriate by the District shall be recorded and made available for public inspection except to the extent the Vendor designates, and the District concurs, that trade secrets or other proprietary data contained in the documents remain confidential. If the Vendor designates a portion of their quotation as confidential, Vendor shall isolate and identify in writing the confidential portion(s) at the time of quotation submission.

Vendors are strongly encouraged to carefully read the entire Request for Quotation/Quotation.

Two (2) copies of the quotation are required. Quotations must be submitted in a sealed envelope properly addressed to the District business office with Request for Quotations, the Quotation Number, Quotation Due Date and Time, and Vendor's Name and Address clearly indicated on the envelope. The District will not be responsible for late delivery of improperly addressed envelopes. All quotations must be completed in ink or typewritten and a complete Request for Quotation along with the attached written certification that no conflict of interest exists as defined in A.R.S. §38-511 and that no collusion has occurred must be returned along with the offer by the time and date cited above. **Additional instructions for preparing a quotation are included in this Solicitation.**

The following dates will apply unless waived in writing by the District Governing Board:

1. Sealed quotations will be received until 3 p.m. (Mountain Standard Time, on June 1, 2023, at the District address listed above.) No quotations will be accepted after the time indicated. Quotations received after the deadline will be stamped with time and date and returned unopened.
2. Vendors are encouraged to make an appointment by calling the District office at 928-859-3806 to view the District HVAC, Walk In Cooler and/or Refrigerator(s) and Freezer(s) as they are installed and operated. Appointments can be made Monday through Thursday during normal business hours from 8AM until 4PM.
3. Quotations will be evaluated the week of June 5, 2023. Please have staff available at that time to respond to questions by telephone.
4. Contract award is expected to be made on or before July 10, 2023. The contract will be awarded based on demonstrated competence and qualifications to perform the required services at fair and reasonable compensation. However, after the Vendor is selected, the Superintendent will review the proposed contract and approve or disapprove it in accordance with Arizona Revised Statutes §§15-914(E) and 41-1279.21(A) (4), and the Arizona Administrative Code R4-44-117.
5. The District will send a letter to inform each Vendor submitting a quotation whether the quotation was accepted or rejected or as to which parts of the quotation were accepted or rejected.

Wenden Elementary School District #19 reserves the right to accept or reject any and all quotations or any part thereof, unless specified otherwise, and to waive any minor informalities in any quotation, deemed by us to be in the best interest of the District.

No contract may be awarded solely based on price. The District shall contract with the qualified vendor or person whose quotations is determined to be most advantageous to the District based upon the factors set forth in the Request for Quotation. Compensation shall be at an amount, which the District determines is fair and reasonable, taking into account budgetary limitations and scope, complexity, and professional nature of the materials/services.

Any question related to this Request for Quotation shall be directed to the contact person whose name appears below.

CONTACT PERSON: Gloria Dean, Superintendent

Ph# (928) 859-3806 Fax # (928) 859-3958 E-mail gloriadean@wendenk8.org

DATE ISSUED: _____

By: _____

Special Terms and Conditions

Term of Contract

The term of this contract shall commence upon board approval and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

Option to Extend

Wenden Elementary School District #19 reserves the right to unilaterally extend the period of any resultant contract for thirty-one days beyond the stated expiration date. In addition, by mutual written agreement, the contract may be extended on an annual basis for up to an additional four (4) years. Extension of the contract is subject to the availability of appropriated funds.

Changes

The District reserves the right to revise the work quantities, locations and schedule and make other changes within the general scope of work as may be deemed necessary to best serve the interest of the District.

Contract Disputes

Disputes arising from this contract shall be resolved in accordance with the School District Procurement Rules proposed and/or adopted by the Arizona Department of Education for contract claims disputes. The code's adjudicative process must be exhausted before a court system is allowed to rule on any dispute; and that contract disputes will be resolved consistent with the code. The code's adjudicative requirements supersede contractual alternative dispute resolutions.

Project Scope

Quotation must include:

- Labor cost for maintenance and repair of HVAC units and/or Heat Pumps, including hourly rate, labor fee, and cost per unit for yearly maintenance inspection.
- Labor cost for maintenance and repair of walk-in cooler and freezers including hourly rate, labor fee, and cost per unit for yearly maintenance inspection.
- Guarantee that a trained repair person will respond to School District site to make necessary repairs within twenty-four (24) hours of Vendor being contacted regarding the failure of any covered system.
- Vendor's proposed compensation should the request for repair not be made within the twenty-four (24) hour time period and damages result which are attributable to the delay (examples may be: Replacement of food items rendered inedible; Waiver of labor costs; etc.).
- State the Vendor's warranty on materials and labor and include a time line of individual warranties on materials and labor included in the annual maintenance of each system and in each repair conducted thereafter.
- Vendor must provide the District with a license to carry out the maintenance and repairs in the State of Arizona; along with any business licenses and/or proof of legal entity filing, if any.

- Vendor must demonstrate training and/or experience in maintaining and repairing HVACs, walk in coolers and refrigerators and freezers.

Provide a fixed cost to perform the following services:

1. Preventative Maintenance and repair on HVAC Units and Heat Pumps, including, but not limited to:

- Check Refrigerant level in each system containing Refrigerant; correct deficiencies in the Refrigerant level if noted in check of Refrigerant level.
- Insure/verify that Refrigerant which has been bled from the system is either safely recovered, cleaned, and stored in a recovery/recycling machine or, in the rare instance that it is contaminated or otherwise unable to be recovered, that it is properly disposed of in compliance with Arizona laws.
- Check compressors and motors; note any problems with compressors and motors and any developing areas of concern.
- Maintain all wiring and keep up to compliance codes
- Maintain all drive belts and pulleys
- Maintenance and repair of HVAC Units.
- Maintenance and repair of walk-in cooler and/or refrigerator(s) and freezer(s).
- Complete, repair, upgrade, and/or maintain required wiring for the systems units to operate correctly.
- All products and workmanship provided in the maintenance and/or repair of the systems will be of the highest quality and free from defects.

All work must be performed to the appropriate standards and conform to the reasonable practices in the industry. Vendor must utilize existing warranties if such are in place and within the scope of the warranty in carrying out repairs on the systems. Vendor is expected to warrant his/her own work and further warrant that the services provided and the methods utilized in maintenance and repairs of the systems will comply with all state, county and/or local codes that apply to this type of work.

2. Thermostats

All thermostats will be kept in working order at all times.

3. Work Schedule

Work must be scheduled, when possible, to minimize any interruption of the school setting facility. Since the facility is in operation Monday through Thursday from 8 A.M. to 4 P.M., during the school year, most maintenance work will have to be done after 4:00 P.M, on Fridays, or on weekends.

Emergency repairs for breakdowns in any of the systems will need to be carried out within twenty-four (24) hours of the Vendor being notified of the breakdown of the system and may, therefore, be performed during normal working hours in order to return the system to working order in the shortest period of time.

4. Additional Requirements

- OSHA standards and regulations must be followed.
- Hazardous materials must be handled and disposed of properly; spills must be dealt with under State HazMat required methods.
- Successful Vendor, contractors and subcontractors must comply with A.R.S. §15-512 (H) regarding fingerprint clearance for any employee working on campus during times when school is in session.

- If the District's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the District may provide written notice of this to Vendor and cancel this Agreement without further obligation of District. Appropriation is a legislative act and is beyond the control of the District.
- Vendor will maintain comprehensive general liability insurance for itself, subcontractors and employees with limits of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate per occurrence or claim naming the District as a co-insured upon the Policy.
- Vendor agrees that it is a separate and private company providing services to District. As such, its employees are not employees of the District and are not covered by District benefits nor by District worker's compensation insurance. Vendor therefore agrees that it shall fully insure its employees against personal injury and death or provide worker's compensation coverage for its workers while on District property. Should District's worker's compensation insurance coverage be required to pay for costs associated with injury or death to any Vendor employee while on District property, Vendor agrees that it shall reimburse District for any such payments. If applicable, Vendor shall be responsible for providing insurance coverage for its own employees under the Affordable Patient Care Act while employed on District property.
- By entering into the contract, Vendor warrants compliance with A.R.S. § 41-4401, A.R.S § 23-214(A), the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations at all times when operating in the State of Arizona. The District may request verification of compliance from any contractor or subcontractor performing work under this Agreement.
- Vendor shall retain, and shall contractually require each Subcontractor to retain, all books, accounts, reports, files and other records relating to the performance of the Agreement for a period of five (5) years after the completion of the Agreement and to make such documents open to inspection and audit at reasonable times.
- Vendor agrees that pursuant to A.R.S. § 38-511, the provisions which are incorporated herein by reference, this Agreement is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement is, at any time while the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.
- Vendor shall comply with all applicable State and Federal employment laws, rules, and regulations which requires that all persons shall have equal access to employment and educational opportunities regardless of race, color, religion, disability, sex (including sexual preference/identity), age, national origin, veteran's status, or political affiliation during the term of this Agreement.

Quotation Evaluation Criteria

Quotations will be evaluated and rated on the basis of the following criteria:

- Experience and qualifications of the Vendor: Vendor should demonstrate strong capabilities, experience, reputation and undertakings similar to those described in this RFQ. Similar experience includes any recommended projects and measures that the Vendor has furnished in projects of similar size and conditions as found in Arizona.

- Vendor will be evaluated on the soundness and detail of their quotation including cost.
- The quotation should include a complete scope of work; the initial annual maintenance review must be conducted prior to August 1, 2023; work required as a result of the annual maintenance review must be completed by August 30, 2023. Repair work may occur at any time during the year up to and including thirty (30) days beyond July 1, 2023 upon the sole determination of the District.
- The successful Vendor must provide any and all information that it deems necessary to for qualification.
- Each Vendor is required to provide three references. These references are to be current (i.e., no more than five years old).

Price

Quotations must include a complete description of costs to complete the requested scope of work; include the price sheet in the quotation. If mileage and/or time driving is to be included in the price; that additional cost is to be included as a separate line item for each charge.

Quotation Format and Contents

Vendor must submit quotations according to the guidelines listed in this Request for Quotations. Wenden Elementary School reserves the right to eliminate any company's quotation if Wenden Elementary deems the quotation to be lacking information.

Reservation of Rights

The district reserves the right to reject any or all quotations, to proceed or not to proceed with any subsequent quotations process, or to negotiate without further process any contract as may be in the best interest of the district and this project.

The Owner further reserves the right to undertake such investigation as it deems necessary to evaluate the qualifications of the Vendor and to evaluate its quotation. The districts may be asked to submit releases as part of the investigation and review of qualifications. Failure to provide a release if requested will result in disqualification.

All concepts, designs, information and cost-savings ideas that may be generated during the selection process shall become the property of the district.

Site Visit

Wenden Elementary understands that, in the course of preparing Quotations, it is necessary for the Vendor to access the building to gather information, inspect, take measurements, etc. A Wenden Elementary School representative will direct the tour and answer questions on appointment basis by calling the District office during normal business hours Monday through Thursday, 8 AM to 4 PM.

Notification of RFQ Award

Wenden Elementary may accept the quotation, which in its sole discretion, it determines to be in its own best interests or it may reject any or all quotations. These bidding documents in no way establish the right of any Vendor to the award of the contract. Assignment by successful Vendor to third parties of any contract based on the RFQ or any monies due is prohibited and shall not be recognized by Wenden Elementary unless approved by Wenden Elementary in writing. Wenden Elementary reserves the right to accept and reject any and all quotations and to waive informality, technical defect, or clerical error in any quotation, as the interest of Wenden Elementary may require. Wenden Elementary reserves the right to

negotiate with one or more Vendor as it sees necessary. All quotation submissions and materials become the property of Wenden Elementary and shall not be returned. Wenden Elementary will notify the successful Vendor within 5 days following selection of the suitable Vendor. The successful Vendor will be required to submit a current Certificate of Insurance and a performance bond upon acceptance of the quotation. In the event it becomes necessary, the successful Vendor will be required to apply for and obtain any required building permits prior to beginning any work.

Vendor has read the Request for Quotations and the Special Terms and Conditions, understands them, and will comply with them in both preparing and submitting a quotation and if awarded the contract.

Signed

Date

Name, Title

OFFER AND ACCEPTANCE

Maintenance & Repair of District HVAC Walk In Cooler and/or Refrigerator(s), Freezer

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, attachments, and amendments in the Solicitation for the amounts shown on the attached pricing sheets.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Name: _____

Federal Employer Identification No.: _____

Phone: _____

Arizona Registered Contractor No.: _____

Fax: _____

Tax Rate: _____%

Email: _____

Company Name

Signature of Person Authorized to Sign Offer

Company Street Address

Printed Name

City

State

Zip

Title

