



**Achievement Today
for an Exceptional
Tomorrow**

REQUEST FOR QUOTATION

Quote #15-040

Door Repairs for Hurley Ranch Elementary

**Quotations will be received until
Thursday, November 13 , 2014 at 2:00 p.m.
local time.**

**Union Elementary
District No. 62
Business Services**
3834 S. 91st Avenue
Tolleson, AZ 85353
Date: October 28, 2014

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VENDOR NOTICE

THIS IS NOT A PURCHASE ORDER

The terms and conditions on the following pages should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided. Return the quotation by the above time and date to the above address or responses may be faxed or emailed to Contact.

DELIVERY LOCATION: 3834 S. 91st Avenue,
Tolleson, AZ 85353

CONTACT: Jessica
Purchasing /
Accountant

PHONE: (623) 478-5012
FAX: (623) 478-5006
EMAIL: jpenunuri@uesd.org

VENDOR QUOTATION

Please attach additional information and specifications if you are offering a comparable alternative product for any of the products listed below. (Product information below is provided by -----.)

Item No.	Qty.	Unit	Part No.	Description	Unit Price	Extended Price
1				<u>For items not listed below:</u> Discount on Published Catalog/Website Retail Price in effect at the time of the order. (<u>Please note that 0% is considered a response;</u> however, leaving the area blank is considered non-responsive.) Please provide applicable catalog(s) and/or website(s) with retail price information that will be used to compute discounted price or provide applicable retail price list(s) at time of order.	%	
2				Door Repairs for Hurley Ranch Elementary – see specifications (page 8)	\$	\$
3					\$	\$
4					\$	\$
					\$	\$

THIS SECTION MUST BE COMPLETED BY VENDOR

Discount Expiration Date ____ **USED ONLY FOR SOME SPECIAL CIRCUMSTANCE—NORMALLY ALL PRICES MUST BE GOOD THROUGH LAST DAY OF JUNE** _____ Delivery shall be made within _____ calendar days after receipt of order.

Tax Rate _____%

Company Name				Date	
Address			City		State
					Zip Code
Phone Number		Fax Number		Authorized Signature	
				Printed Name	

SPECIAL TERMS AND CONDITIONS

1. PURPOSE:

The purpose of this Request for Quotation is to enter into a contract with an authorized vendor to provide Door Repairs to one of our elementary schools Hurley Ranch.

2. AWARD BASIS:

Successful Supplier(s) will be determined by the ability to provide services, pricing, or other incentives offered. The District reserves the right to award as many term contracts as may be in the best interest of the District but a single award is anticipated. Award will not be made based on price alone; however it is a major factor.

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the Quote from on the Supplier's letterhead over the signature of the person signing the Quote form. Such appendages shall be considered part of the vendor's written quote. For the absence of any statements of deviation or exception, the Quote shall be accepted as in strict compliance with all terms and conditions.

2. EVALUATION:

The District shall evaluate all offers and award a contract to the apparent low responsive and responsible supplier(s). Price shall not be the sole factor in making the award, and suppliers should not anticipate that the lowest priced item or service will be awarded in all instances. Responsiveness to the solicitation and responsibility to successfully carry out the contract must be evident. Award will be made as determined to be in the best interest of the District and their decision shall be final.

Other factors to be considered in making the award include but are not limited to: Conformity with specifications, support available from vendor representative, reliability of supplier, satisfaction of previous service, time for delivery, and adherence in providing information as requested in this Request for Quotation.

3. MINIMUM:

The Union Elementary School District will not be bound to purchase a minimum quantity.

4. NON-EXCLUSIVE CONTRACT:

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the District. The District reserves the rights to obtain like goods or services from another source when necessary.

5. BILLING:

All billing notices must be sent to the District's Accounts Payable Department as shown on purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by the Union Elementary School District will refer to the RFQ number of this Solicitation. **SERVICES CANNOT BEGIN WITHOUT AN AUTHORIZED PURCHASE ORDER BEING ISSUED. PAYMENT WILL NOT BE MADE WITHOUT AN AUTHORIZED PURCHASE ORDER.**

6. TERM OF CONTRACT:

The term of the resultant contract will commence upon award and may continue until June 30, 2015 on an as needed basis. Purchase orders issued during that time will reflect those quote prices. Those quote prices must be held firm until payment on those purchase orders can be made after receipt of merchandise. The District has the option to renew the contract each year for three consecutive years.

7. PRICE CLAUSES:

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs, **including delivery**. DO NOT include sales tax on any item in the Quote.

8. SPECIFICATIONS:

The attached specifications are intended to meet the requirements of the District. Quote any additional services that your company can provide the District. When any part or parts of the equipment are not specifically mentioned, it shall be understood that what is usually provided in the manufacturer's stock model shall be furnished complete and ready for operation.

Wherever, in these specifications, a particular make or model number is indicated, it is done solely to establish the level of quality desired. This should not be interpreted to mean that only the make or model specified will be considered.

The District reserves the right to decide if alternates are equal and satisfy the District's needs. Alternate offer must include a listing of all areas where the item offered varies from the item specified; the manufacturer's name; catalog literature; and detailed specifications on the item offered. Failure to include the required information on alternate offer may result in the offer being rejected as non-responsive.

9. PACKAGING & SHIPPING:

Vendor shall be responsible for the following:

- Industry Standard packing, which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address, and **purchase order number**. All shipments shall be Prepaid F.O.B. Destination. C.O.D. shipments will not be accepted.
- Items shall be properly packaged for shipment and storage, in new containers, according to accepted commercial practice. No extra charge for packaging will be allowed.
- The successful vendor shall be responsible for delivery of items in good condition, and file all claims for breakage, imperfections and other losses with the carrier.
- Unless otherwise specified, the vendor will be required to deliver the equipment to the site, uncharted and set in place or install in locations designated in the specifications and drawings. Costs pertaining to these requirements are to be included in the unit price.
- Packing slips, containing the District's purchase order number, shall accompany all deliveries. No items are to be shipped or delivered until receipt of an official purchase order from the District. Vendors not complying with these instructions may be required to furnish proof of delivery (signed delivery slip).
- Rejected shipments must be removed by the vendor from the District's premises, within five (5) calendar days after receipt of written notification.
- It is agreed that the vendor will be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, vendor agrees to give the District first priority. Vendor agrees that if the product or service offered does not comply with the foregoing, the District has the right to cancel the sale at any time with full refund within thirty (30) days after notification and vendor further agrees to be fully responsible for any consequential damages suffered by the District.

10. 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
- c. 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 evidence in writing and approved by the District Representative prior to the institution of the change.

UNIFORM GENERAL TERMS AND CONDITIONS

1. CONTRACT INTERPRETATION:

- a. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- b. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- c. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- d. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- e. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- f. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. CONTRACT ADMINISTRATION AND OPERATION:

- a. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- b. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the school district/public entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the school district/public entity.

4. COSTS AND PAYMENTS:

- a. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the school district/public entity within thirty (30) days. The Purchase Order number must be referenced on the invoice
- b. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.
- c. Applicable Taxes.
 - Payment of Taxes by the School District/Public Entity. The school district/public entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
 - State and Local Transaction Privilege Taxes. The school district/public entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the school district/public entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the school district/public entity.

4. CONTRACT CHANGES:

- a. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- b. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- c. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

5. RISK AND LIABILITY:

- a. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- b. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the school district/public entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- c. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the school district/public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the school district/public entity of materials furnished or work performed under this Contract. The school district/public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- d. Third Party Antitrust Violations. The Contractor assigns to the school district/public entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

6. CONTRACT TERMINATION:

- a. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the school district/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the school district/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- b. Gratuities. The school district/public entity may, by written notice, terminate this Contract, in whole or in part, if the school district/public entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the school district/public entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The school district/public entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- c. Suspension or Debarment. The school district/public entity may, by written notice to the Contractor, immediately terminate this Contract if the school district/public entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- d. Termination for Convenience. The school district/public entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the school district/public entity 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 school district/public entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the school district/public entity. 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 A.A.C. R2-7-701 shall apply.
- e. Termination for Default.
 - In addition to the rights reserved in the Uniform Terms and Conditions, the school district/public entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 - Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the school district/public entity.
 - The school district/public entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the school district/public entity for any excess costs incurred by the school district/public entity reprocurring the materials or services.
- f. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- g. 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 subcontractor 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.

7. CONTRACT CLAIMS:

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted there under.

8. CONTRACTOR'S EMPLOYMENT ELIGIBILITY:

By entering the contract, contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.

Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

9. TERRORISM COUNTRY DIVESTMENTS:

Per A.R.S. 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

10. SCRUTINIZED BUSINESS OPERATIONS:

Per A.R.S. 35-391, the District is prohibited from purchasing from a company with scrutinized business operations in Sudan.

Per A.R.S. 35-393, the District is prohibited from purchasing from a company with scrutinized business operations in Iran.

11. FINGERPRINT CHECKS:

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

The district shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Additionally, contractor shall comply with the governing body fingerprinting policies of each individual school district or public entity.

STATEMENT OF NO QUOTE

If you are not providing a quote on this service/commodity, please complete and return *only* this form to Union Elementary School District #62, **3834 S 91st Ave, Tolleson AZ 85353** or fax it to the attention of the Purchasing Department (623) 478-5006 (Please print or type, except signature)

Failure to respond may result in deletion of Bidder's name from the qualified Bidder's list for the Union Elementary School District #62

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to quote on your **RFQ 15-040 Door repairs for Hurley Ranch Elementary** because of the following reasons:

Service/Commodity

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to this solicitation.

_____ Remove our name from this list only.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet all insurance requirements.

_____ Other. (Specify below)

REMARKS:

SIGNATURE: _____

DATE: _____

RFQ 15-040 Door Repairs for Hurley Ranch Elementary

SPECIFICATIONS

The Union Elementary School District is seeking quotations for door repairs for Hurley Ranch Elementary campus. The vendor will be required to schedule an appointment and walk thru the campus and evaluate doors that need to be repaired. The quotation should include the following:

Classroom No.

Type of repair needed

Description of hardware needed

Price for hardware

Number of labor hours and pricing

Any related charges such as freight, taxes

Please contact Daniel Moreno at (623) 251-1706 to schedule an appointment.