



INVITATION FOR WRITTEN QUOTE #19.009

Material and/or Service: **WQ #19.009, Batteries Miscellaneous: Non-Automotive**

Written Quote DUE DATE: **Tuesday, June 4, 2019** Time: **2:00 P.M. Local Time**

Location: Washington Elementary School District
Purchasing Department
4650 W. Sweetwater
Glendale, AZ 85304

The Washington Elementary School District No. 6 is requesting competitive written quotes from qualified firm(s) to provide concrete grinding services.

All proposals must be written legibly in ink or typewritten and can be submitted no later than **2:00 p.m., Tuesday, June 4, 2019** in any of one of the following manners:

- a) Returning the completed Written Quote Cost Form by mail or personal delivery.
- b) Faxing the completed Written Quote Cost Form to (602) 347-3521.
- c) E-mailing the requested information from the Written Quote cost Form to brian.wenrich@wesdschools.org.

Quotes will be opened publicly immediately after the hour closing. The name of each firm submitting a quote and other relevant information, as determined by the District, shall be recorded. This records shall be open for public inspection at the time of the quote opening. All other information, including pricing, shall remain confidential until after the award is made. All information and quotes submitted will be made available for public inspection after the award has been made, except to the extent that the Offeror has requested, and the District concurs, that certain information remain confidential.

The District reserves the right to accept or reject any or all quotes or any part thereof, and to waive any informality if any quote is deemed in the best interest of the District.

One vendor **will** be awarded a contract under this written quote.

Contact: Brian Wenrich
Phone: 602-347- 3537
Fax: 602-347- 3521
Email: brian.wenrich@wesdschools.org

Authorization:


Howard Kropp, Director of Purchasing


Date

SPECIAL TERMS AND CONDITIONS

1. Purpose

To award a contract to qualified vendors for miscellaneous batteries: non-automotive needed for the Washington Elementary School District.

2. Requirements

A. Insurance

Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.

Successful Offeror will be required to maintain Worker's Compensation and Employer's Liability Insurance as required by law.

B. Safety

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

3. Terms of Award

It is the intent of the District to utilize a multi-year contract beginning upon award, and continuing until June 30, 2020. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional two one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year.

4. Multiple Award

The District reserves the right to make a multiple award to more than one supplier.

5. Award Basis

The contract shall be awarded to the lowest responsible and responsive bidder whose quote conforms in all material respects to the requirements set forth in the Written Quote.

If a vendor receives a contract award, an order is placed and vendor is unable to meet the delivery requirements, meet service requirements, or material that meets the District's needs as outlined in this Solicitation, or is unable to hold proposal price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with the specifications, as determined by the District, the District reserves the right to go to the next lowest proposal price of equal quality which meets specifications. If the item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, vendor must pick up item immediately and replace to each district's satisfaction at no additional charge, or issue full credit, for service a return visit must be re-scheduled within 24 hours. Rejected items must be removed from the District's premises by the vendor upon verbal notification.

If a vendor receives a contract award and is unable to meet the services requirements as outlined in this Written Quote, or is unable to hold proposal price, or fails to provide acceptable service as determined by the District, the District reserves the right to go to the next lowest ranked vendor.

6. **Billing**

All billing notices must be sent to the District's accounts payable department as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by Washington Elementary School District will refer to the Quote number of this Proposal.

7. **Price Clause**

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. DO NOT include sales tax on any item in the proposal.

After initial contract term and at least 60 days but no more than 90 days prior to any contract renewal, the Washington Elementary School District will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The vendor shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the WESD Purchasing Department.

8. **Federal Requirements**

- i. Federal Procurement of Food 7 CFR 210.21 & 7 CFR 220.16 (d) "Buy American" The Contractor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products "**SUBSTANTIALLY**" (over 51%) processed in the United States. Exceptions to the *Buy American* provision should be used as a last resort, an Alternative or exception may be approved upon written request before item is delivered and documentation kept.
- ii. Copeland "Anti-Kickback" Act - All contracts and sub grants in excess of \$2000 for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act
- iii. Contract Work Hours and Safety Standard Act: The Offeror shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over \$2,500)
- iv. Termination Clause: The District may terminate for cause and for convenience the contract. Appendix II to 2 CFR Part 200. (Only applies to contracts over \$10,000)
- v. Debarment, Suspension, Ineligibility and Voluntary Exclusion: By signing the Offer & Acceptance form, the Offeror shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The Offeror shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or **otherwise excluded from, or** ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000)

9. **Estimated Usage**

The contract shall be utilized on an as needed, if needed basis.

OFFER AND ACCEPTANCE

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege Tax License No.: _____

For clarification of this offer, contact:

Name: _____

Federal Employer Identification No. _____

Phone: _____

DUNS No. _____

Fax: _____

Tax Rate: _____ %

EMAIL: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

CERTIFICATION

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Bid did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Bid. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 15-512, the Offeror shall comply with fingerprinting requirements unless otherwise exempted.
6. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
7. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

-----WESD USE ONLY-----

ACCEPTANCE OF OFFERThe offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the school district/public entity.

This contract shall henceforth be referred to as Contract No.

19.009

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed.

Awarded this _____ day of _____ 2019 _____

AUTHORIZED SIGNATURE

**WRITTEN QUOTE 19.009
BATTERIES MISCELLANEOUS: NON-AUTOMOTIVE**

QUOTE COST FORM

I/We, the undersigned, propose to provide the service necessary for the scope of work and specifications. (Please expand spreadsheet as an attachment if additional fields for data entry are required. Note company name on each attached sheet.)

I/We further declare that I/we have carefully read and examined all information to the referenced Request for Written Quote. I/We agree to comply with the District's rules, regulations and policies.

<u>Part #</u>	<u>DESCRIPTION</u>	<u>Use</u>	<u>Cost</u>
CLT10266	14.4 NICD MAK	Rechargeable - Makita cordless tool	
EVR357/SMC357	1.5V Coin	Watch Battery	
EVR386/SMC386	1.5v Coin	Watch Battery	
EVR389/SMC389	1.5v Coin	Watch Battery	
CR2430/LITHCR2430	3v Lithium		
CR2450/LITHCR2450	3v Lithium		
LMR9044/EPP9044	Motorola 7.5v NiCad	Rechargeable battery for two way radio	
EPP-KNB15/LMRKNB15H	Kenwood Two-Way Radios	High Capacity NiMH Battery	
NUREAA-4	AA NIMH 4PK	Rechargeable battery	
POWPS-640F/UB645	6V 4AH PWESNC FAST	Power-sonic	
SLAA6-5F/UB645	6V 5AH AGM VRLA	Sealed Emergency light Battery	
310C130/SLi31 MDC	12v Deep Cycle	Golf Cart Battery	
Battery Rebuilds Service			
Max Percentage Increase Year 2			
Max Percentage Increase Year 3			

Name of Company Proposing

Authorized Signature/Local Representative

Phone Number

Email