

## **Anchorage School District**

Educating All Students for Success in Life

Purchasing Department, 4919 Van Buren Street, Anchorage, AK 99517-3137

## **REQUEST FOR QUOTATION**

## THIS IS NOT AN ORDER

Show the following on the outside of the offer envelope OR email subject line: **RFQ 2024-716 PROPYLENE GLYCOL BASED INHIBITED HEAT-TRANSFER FLUID** 

DATE ISSUED: April 2, 2024 DUE: Prior to 10:00 a.m., Local Time DATE: April 9, 2024

The Anchorage School District (referred to as the "District") invites offers from qualified vendors to provide PROPYLENE GLYCOL BASED INHIBITED HEAT-TRANSFER FLUID, in accordance with the following documents that are a part of this RFQ 2024-716:

Section	Title	Pages
Cover Page	Request for Quotation	Consisting of 1 page
Section I	Instructions to Offerors	Consisting of 6 pages
Section II	Specifications	Consisting of 1 page
Attachment A	Signature Page	Consisting of 1 page
Attachment B	Offeror's Checklist	Consisting of 1 page
Attachment C	Offeror's Form	Consisting of 1 page

## **AVAILABILITY OF RFQ:**

This Request for Quotation (.pdf) is available electronically at the District's Purchasing website: <u>www.asdk12.org/purchasing/</u>.

## AWARD:

Award will be made to the lowest responsive, responsible offeror in accordance with Board Policy 3311, Administrative Regulation 3311.1(a).1, except local preference does not apply.

## PLAN HOLDER'S LIST:

A copy of the current plan holder's list can be viewed at: http://apps.asdk12.org/depts/purchasing/meeting/Plan\_Holders/2024/2024-716.xlsx

## SECTION I INSTRUCTIONS TO OFFERORS

#### A. GENERAL REQUIREMENTS

This solicitation is a REQUEST FOR QUOTATION (referred to as "RFQ") governed by applicable Anchorage School Board Policies, including Section 3311 of said Policies. School Board Policies are available at <u>https://www.boardpolicyonline.com/?b=anchorage</u>. Offerors should read this RFQ and review all instructions contained herein. Incomplete or incorrect offers may be rejected as not conforming to the essential requirements of this RFQ. Offers submitted on other than the prescribed forms contained in this RFQ may be rejected. Offerors may copy the forms contained in the RFQ for use in their offers; however, substitute forms or formats are unacceptable.

#### **B. EXAMINATION OF CONTRACT DOCUMENTS**

Offerors should read this RFQ and review all instructions contained herein. The submission of an offer shall constitute acknowledgement that the offeror has thoroughly examined and is familiar with the solicitation documents.

#### C. DEBARMENT AND SUSPENSION

Offerors must fully comply with the requirements regarding debarment and suspension in Subpart C of 2 CFR Part 180, as adopted by the Department of Education at 2 CFR §3485.12. Offerors are responsible for ensuring lower tier covered transactions include a term or condition requiring compliance with Subpart C of 2 CFR Part 180 and 2 CFR Part 3485, entitled Responsibilities of Participants Regarding Transactions. Contractors, subcontractors, or suppliers that appear on the Excluded Parties List System are not eligible for award of contracts that are a covered transaction under Subpart B of 2 CFR Part 180 and 2 CFR Part 3485. Offerors may access the Excluded Parties List System at <u>www.sam.gov</u>.

#### D. CONFLICT OF INTEREST

The Contractor agrees to certify that Anchorage School District employees, School Board members, or a member of their household are not in conflict of interest with the contract and Board Policy as stated in Board Policy 3311, Administrative Regulation 3311.1(E).1.

#### E. FIRM OFFER

Offers made in response to this RFQ must be good and firm for a period of 60 calendar days from the date specified for submittal of offers.

#### F. WITHDRAWAL OF OFFERS

Offers may be withdrawn on written request delivered to the District Purchasing Senior Director (email is acceptable) only prior to the time specified for submittal.

#### G. AVAILABILITY OF FUNDS

Awards are contingent upon the availability of funds.

#### H. FEDERAL EXCISE TAXES

The District is exempt from Federal Excise Taxes. An Exemption Certificate will be furnished when required.

#### I. PRICING AND PAYMENT

- 1. All prices shall be net and FOB Destination. In the case of discrepancy in the extended price calculation(s), the unit price(s) will prevail.
- 2. Payment will be made within 30 days after acceptance by the District. The District reserves the right to exercise a 10 day inspection period upon receipt, prior to acceptance. The District will provide notification(s), in writing, of any product not meeting the specifications contained herein. Any product determined to not meet the required specifications will be returned to the successful offeror, at no additional cost to the District and/or replaced with a product which meets or exceeds the required specifications. A successful offeror's failure to furnish a product that does not meet or exceed the required specification may be found in default, and their award may be cancelled in part or in whole, as determined by the District. Official acceptance shall be determined after an inspection of the product.
- 3. All prices shall be stated in U.S. dollars.

## J. DELIVERY REQUIREMENTS

- 1. Delivery of all items shall be according to the delivery time as stated by the offeror on the Specifications/Offer Form. Any undelivered item(s) may be cancelled. Offerors shall state in their offer the anticipated delivery time after receipt of order. The time of anticipated delivery must be stated in definite terms.
- 2. All deliveries shall be FOB Destination Maintenance & Operations,1301 Labar Street, Anchorage, AK 99515-3517 and labeled as follows:

Shipper's Name:\_\_\_\_\_ Purchase Order Number:\_\_\_\_\_ Carton Number:\_\_\_\_\_\_of \_\_\_\_\_

# Cartons not conforming to the above labeling requirement may delay receiving and payment by the District.

- 3. Orders must be shipped as available until complete.
- 4. All shipments shall be packaged to safeguard the property from damage. Any shipments delivered in a van/container must be clearly marked with the appropriate District purchase order number and palletized and wrapped/banded. Material must be stacked with not less than one (1) foot of space between the top of the cartons and the ceiling of the van/container.
- 5. It is the responsibility of the vendor to ensure that all drop shipments from any and all manufacturers, distributors, and others, are clearly marked with the appropriate District purchase order number, vendor's name and cart number(s) (for example, 1 of 4).
- 6. Shipments not conforming to the above requirements may, at the sole discretion of the District, result in delay of receipt and payment.

## K. QUESTIONS; METHOD FOR CLARIFICATION

Any offeror in doubt as to the true meaning of any part of this RFQ may submit to the District a written request for an interpretation thereof. Questions must be received by the District's Purchasing Department no later than three (3) calendar days prior to the date set for the submission of offers. Oral questions cannot be answered and are not binding for this RFQ. Questions can be submitted as follows:

Reference:	RFQ 2024-716 PROPYLENE GLYCOL BASED INHIBITED HEAT-						
	TRANSFER FLUID						
Email:	purchasing@asdk12.org						
[OR fax:	Anchorage School District Purchasing Department @ 907-243-6293]						
Attn:	Lisa Young, Purchasing Agent						

## L. SUBMISSION OF OFFERS

- 1. Complete offers MUST be in the office of the Purchasing Department, Anchorage School District, 4919 Van Buren Street, Anchorage, Alaska prior to the time and date stated on the Cover Page of this RFQ. It is the responsibility of the offeror to ensure that their complete offer and acknowledgement of subsequent addenda, if any, are in the office of the Purchasing Department prior to the time of the scheduled offer opening.
- 2. Offerors should be aware that addenda may be issued for this RFQ. It is the offeror's responsibility to ascertain if addenda have been issued by checking the District's Purchasing website: <u>https://www.asdk12.org/Page/5417</u>.
- 3. No oral change or interpretation of the provisions contained in this RFQ is valid. Written addenda may be issued when changes, clarifications, or amendments to offer documents are deemed necessary by the District.
- 4. The Signature Page (Attachment A) must be completed and signed by an authorized representative of the firm submitting the offer. Additional information requested in this RFQ shall be submitted as indicated on the Offeror's Checklist (Attachment B).
- 5. Offers may be submitted by mail or via email. Offers submitted by mail must be sent to the address provided in the header of the Cover Page of this document and must also reference RFQ 2024-716 PROPYLENE GLYCOL BASED INHIBITED HEAT-TRANSFER FLUID on the outside of the envelope. Offers submitted via email must be sent to purchasing@asdk12.org and reference RFQ 2024-716 PROPYLENE GLYCOL BASED INHIBITED HEAT-TRANSFER FLUID in the email Subject line.

## M. RIGHT OF REJECTION AND CLARIFICATION

The District reserves the right to reject any and all offers, to request clarification of information from any offeror, and to waive irregularities in the offer procedures. The District is not obligated to enter into a contract on the basis of any offer submitted in response to this RFQ. The District reserves the right, at its sole discretion, to cancel this RFQ or any part thereof, at any time, prior to the award of contract under this RFQ.

## N. REQUEST FOR ADDITIONAL INFORMATION

Prior to the final selection, offerors may be required to submit additional information, which the District may deem necessary to further evaluate the offeror's submission. Responses are due within three (3) calendar days of request by the District.

## O. DISTRICT NOT RESPONSIBLE FOR PREPARATION COSTS

The District will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any offer. The District shall not be liable for any cost incurred by an offeror in responding to this solicitation or incurred for any work done, even in good faith, prior to execution of a contract and issuance of a notice to proceed, including but not limited to: offer preparation costs and other costs, including attorney fees associated with any challenge (administrative, judicial or otherwise) to the determination of the lowest responsive, responsible offeror and/or award of contract and/or rejection of offers. By submitting an offer, each offeror agrees to be bound in this respect and waives all claims to such costs and fees.

## P. PROTEST AND APPEAL PROCESS FOR AGGRIEVED OFFERORS

- 1. An interested party may protest a solicitation or a proposed award of a contract in accordance with Board Policy 3311, Administrative Regulation 3311.1(c).1. All protests must conform to the submission requirements established therein.
- 2. A protest as to the specifications and/or terms and conditions of a solicitation must be received by the Purchasing Senior Director as least five (5) calendar days prior to the due date of the offer; failure to protest as provided herein constitutes a waiver of any objection to the solicitation.
- 3. Protest of any proposed award must be received by the Purchasing Senior Director within three (3) business days after issuance of the notice of intent to award.
- 4. Any appeal of a denied protest shall be performed in accordance with Board Policy 3311, Administrative Regulation 3311.1(c).1.
- 5. This procedure is not applicable to purchases under \$25,000.

## **Q. PROTECTION OF PROPERTY**

The contractor assumes full responsibility for and shall indemnify the District for any loss or damage to any District property, resulting in whole or in part from the negligent acts or omissions of the contractor, or any employee, agent or representative of the contractor.

## **R. PUBLIC RECORDS CLAUSE**

This RFQ and the resulting offers received, together with copies of all documents pertaining to the award of a contract, will be kept by the Purchasing Department and made part of the record which will be open to public inspection. If an offer contains any information which is proprietary or confidential, each page of the offer containing such information must be clearly marked. Cost or price information will be open to public inspection.

## S. NONDISCRIMINATION

- 1. No bidder/offeror on any District contract shall illegally discriminate on the basis of race; color; gender; sex (including pregnancy); national origin; age; marital status; political or religious beliefs; physical or mental disabilities; genetic information; family, social, or cultural background; sexual orientation; veteran status; or any other classification set forth in federal, state, or municipality of Anchorage law relating to equal employment opportunity.
- 2. The submission of a offer or proposal constitutes certification that if awarded a contract with the District, the offeror or offeror shall fully comply with the requirements of paragraph 1. above. This section of the

Instructions to Offerors shall be deemed a part of the contract entered into by the successful bidder/offeror.

- 3. The successful bidder/offeror shall post in conspicuous places at its business operations a copy of this section, or notice setting forth the contents of this section, so that employees and job applicants are made aware of the protections against discrimination that this section provides.
- 4. Minority Business Enterprises:

The District requires adherence to the Anchorage Municipal Code, relating to Minority Business Enterprises and will monitor and implement these policies through the District's Equal Employment Opportunity Director (EEO).

- a. It is the policy of the District that socially and economically disadvantaged minority businesses located within the Municipality of Anchorage be afforded an equitable opportunity to participate in District contracts.
- b. Any appeal from a decision of the Equal Employment Opportunity Director shall be to the Superintendent and, if not satisfied, to the Board.

## T. ALASKA BUSINESS LICENSE - NOT APPLICABLE TO SOLICITATION/CONTRACT

## U. LOCAL PREFERENCE - NOT APPLICABLE TO SOLICITATION/CONTRACT

## V. BRAND - NOT APPLICABLE TO SOLICITATION/CONTRACT

## W. ASSIGNMENT

The successful offeror(s) shall not sell, assign, transfer or convey any contract resulting from this RFQ, in whole or in part, without the prior written consent of the District.

## X. WARRANTY

The successful offeror shall warranty all material and labor against defects in materials and workmanship for the duration of the manufacturer's published warranty on all items purchased under the contract; however, regardless of the manufacturer's warranty, the successful offeror shall be responsible for a minimum of a one (1) year warranty against defects and workmanship.

## Y. OCCUPATIONAL SAFETY AND HEALTH WARRANTY

Offeror, if awarded a contract, warrants that the products sold or services rendered to the District shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29 U.S.C. 651, pl 91-596). In the event the product sold does not conform to the OSHA standards and/or regulations, the buyer may return the product for correction or replacement at seller's option and at the seller's expense. Services performed by the seller which do not conform to the OSHA standards and/or regulations must be corrected by seller at seller's expense or by buyer at seller's expense in the event seller fails to make the appropriate correction within a reasonable time.

## Z. INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless the District from and against any and all claims of, or liability for, error, omission or negligent act of the Contractor under the contract or in any way arising from

the Contractor's performance of the work under the contract, breach of warranties set forth in the contract, or from any defect in equipment furnished by the Contractor. The Contractor shall not be required to indemnify the District for a claim of, or liability for, the independent negligence of the District. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the District, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "District", as used within this Section, including the board members, officers, employees, agents and other Contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the District's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

## AA.HOLD HARMLESS

Offerors shall defend and hold the District, its officers, employees, agents and insurers harmless from any and all claims arising from the use or consumption of product provided by offeror unless offeror can establish that such claims arise from the District's improper handling, storage, or use of the product.

## **BB.TERMINATION**

- 1. <u>By Default of the Contractor</u>. The District may terminate a contract whenever the Contractor defaults in the performance of the contract in accordance with its terms. In such an instance, the Contractor is liable for all expenses he/she has incurred under the contract. Any materials provided during or resulting from the contract shall be the property of the District.
- 2. <u>For the Convenience of the District.</u> The District may terminate a contract, or a portion thereof, whenever it is in the District's best interest to do so, with a ten (10) day written notice. In such instance, the District will assume responsibility for all financial commitments made prior to notice of termination. Any property, publications or materials provided during or resulting from the contract shall be the property of the District.

## END OF SECTION I

## SECTION II SPECIFICATIONS

Glycol shall be a heavy duty inhibited propylene 100% Concentrate solution designed for use in HVAC systems formulated to prevent corrosion and thermal breakdown. Temperature range -23F to 325F, provided with color dye green.

The Glycol shall be delivered: FOB Destination 1301 Labar ST, Anchorage AK 99515-3517, in 55-gallon sealed containers.

## **END OF SECTION II**

#### ATTACHMENT A SIGNATURE PAGE

#### This form must be returned with the submission/offer.

We the undersigned, in accordance with RFQ 2024-716 PROPYLENE GLYCOL BASED INHIBITED HEAT-TRANSFER FLUID, hereby submit our offer.

#### Any order(s) placed as a result of this RFQ requires delivery within 60 days ARO.

Please indicate delivery days ARO:

Addendum Number(s) \_\_\_\_\_\_ is/are hereby acknowledged.

#### FOR OFFERORS USE ONLY PLEASE COMPLETE ALL APPROPRIATE INFORMATION

Date:
Offeror:
Mailing Address:
City/State/Zip:
Physical Business Address:
City/State/Zip:
Telephone Number:
Fax Number:
Email Address:
Federal Tax ID Number:
Alaska Business License Number:
Offeror Signature:
Printed Name:
Printed Title:

## ATTACHMENT B OFFEROR'S CHECKLIST

#### **INSTRUCTIONS**

#### A. GENERAL

Offerors are advised that, notwithstanding any instructions or implications elsewhere in this RFQ, <u>only</u> the documents shown and detailed on this Checklist need to be submitted with and made part of their offer. Other documents may be required to be submitted after offer opening, but prior to award. Offerors are hereby advised that failure to submit the documents shown and detailed on this Checklist may be justification for rendering the offer non-responsive.

#### **B. REQUIRED DOCUMENTS FOR OFFER SUBMISSION**

- 1. Attachment A, Signature Page must be manually or electronically signed
- 2. Attachment C, Offeror's Form(s) (consisting of 1 page).
- 3. Erasures and/or other corrections made to the Offeror's Form(s) must be initialed by the person signing the offer.
- 4. All addenda issued shall be acknowledged by manually or electronically signing each addendum and submitting prior to the offer opening, or by indicating acknowledgement in the space provided on the Signature Page Attachment A.

## C. REQUIRED DOCUMENTS FROM APPARENT LOW OFFEROR TO BE SUBMITTED WITHIN THREE (3) CALENDAR DAYS FROM NOTIFICATION BY THE PURCHASING DEPARTMENT

\_\_\_\_Copy(ies) of all related Manufacturer Warranties as described in Section I, Paragraph X. WARRANTY.

\_\_\_\_Copy of Material Safety Data Sheet

<u>Copy of Product Data/Information Sheet</u>

\_\_\_\_Any other information deemed necessary by the Purchasing Senior Director or their designee.

#### ANCHORAGE SCHOOL DISTRICT RFQ 2024-716 PROPYLENE GLYCOL BASED INHIBITED HEAT-TRANSFER FLUID

## ATTACHMENT C OFFEROR'S FORM

Item	Qty	Units	Description	Unit	Extended
Number	-			Price	Price
1	20	55-Gal	Glycol, heavy duty inhibited propylene 100%		
		Drums	Concentrate solution.	\$	\$
			Color dye: Green.		

Vendor: