

Purchasing Department
1320 West Main Street Suite 202
Franklin, Tennessee 37064-3700
Phone (615) 472-4010
Fax (615) 472-5609



RFB # 1182
WILLIAMSON COUNTY SCHOOLS
Vehicles and
Motorized Lift Equipment (Tow-motor)
for Various Departments

Williamson County Schools (WCS) will be accepting sealed bids to purchase vehicles and motorized equipment for our Maintenance, Facilities, IT and Transportation Departments. Bidders shall submit sealed bids using the attached forms. Sealed envelopes must be marked "WCS RFB # 1182 Vehicles & Motorized Equipment". Sealed bids must be submitted on or before 2:30 pm Tuesday, August 27, 2019 at which time sealed bid envelopes will be publicly opened. Absolutely no bids will be accepted after this time. Faxed or e-mailed bids will **not** be accepted. Bidders may include any related literature, written materials or specifications pertinent to the vehicle bid. Sealed bid envelopes shall be stamped (date and time) by WCS to verify the authenticity of receipt. Sealed bid envelopes should be sent, or hand delivered to the address listed below as the bid opening will take place at the same address:

Williamson County Board of Education
1320 W. Main Street, Suite 202
Franklin, TN 37064 Attn: Skip Decker

Please read all specifications carefully, if you have questions concerning the request for bid documents, contact the WCS Purchasing Department at 615-472-4010. It is the bidder's responsibility to acknowledge and understand the specifications, scope, requirements, terms and conditions of this bid project. This request for bid was prepared by the Purchasing Department. Should any terms or conditions on the attached vehicle specifications differ from the RFB, the terms and conditions of the RFB shall govern the process. Price, quality, service and warranty of the vehicles is essential; however, availability of product and ability to perform on schedule will be heavily weighted in the award process.

**SEALED BID ENVELOPES MUST HAVE THE FOLLOWING INFORMATION
PRINTED ON THE OUTSIDE OF THE BID ENVELOPE:**

- WCS RFB # 1182 Vehicles & Motorized Equipment
- Name of Bidding Company
- Date of Bid Opening
- Time of Bid Opening

**THE FOLLOWING ITEMS MUST BE INCLUDED
INSIDE THE SEALED BID ENVELOPE**

- SIGNED AND DATED BID COVER SHEET
- IRAN DIVESTMENT CERTIFICATE OF COMPLIANCE

Williamson County Schools reserves the right to accept or reject bids, based upon the evidence (or determined by WCS Staff) before or after the bid opening, that a bidder is not necessarily qualified by experience, is not in a position to perform the work specified in the time allotted, or upon evidence of collusion with intent to defraud or other illegal practice.

SECTION I - GENERAL TERMS AND CONDITIONS

1. All bids are to be complete in every detail as required. Bids that are incomplete, contain irregularities or are not in accordance with the specifications may be rejected. WCS reserves the right to waive any formalities to accept any bids as a whole, split bid, and or accept any individual item or items within a bid or to reject any or all bids in the best interest of WCS.
2. WCS reserves the right to award to multiple vendors at its sole discretion. For this particular bid project, WCS intends to purchase approximately (10-11) vehicles, and (1) tow motor pursuant to the award(s) and based on current and future funding. These vehicles may be different makes or models.. However, they must reasonably meet or exceed all the bid specifications herein. Award Purchases will be made depending on price and availability and may result in the purchases being made from the same or different vendors.
3. Bid is not limited or restricted to any specific manufacturer, brand name, model or make. The use of the name of a manufacturer or any special brand name, model or make in describing an item or the use of detailed descriptive specifications pertinent thereto, does not restrict bidders to that manufacturer or specific article or such detailed descriptive specifications. As previously stated this means or method is simply being used to indicate the character or quality of the article desired. All items bid however, must be of such character, quality and design as will serve the purpose for which it is intended to be used equally as well as that specified, and be equally suitable to the needs of Williamson County Schools.
4. When a vehicle is bid that differs on the make, model, or brand specified, the manufacturer's name and catalogue reference, together with specifications must be given along with any additional information pertaining to that vehicle. This information must be clearly stated on the RFB coversheet in every instance to enable the Purchasing Agent to determine its suitability, or otherwise. Williamson County Schools reserves the right, through the Purchasing Department to be the sole judge in such determinations.

5. This bid is ultimately subject to funding (as with all WCS Bid projects). WCS is a tax-exempt organization . . . Although WCS is tax exempt — the Bidder(s) are responsible for (and bid cost must reflect) any / all sales and use tax for the vehicles, delivery and or equipment.
6. Quantities have been provided as approximations and may be estimates of potential purchases, not an initial purchase quantity. In addition, quantities provided are best estimates of anticipated orders; however, WCS cannot guarantee fulfillment of annual usage estimates. WCS reserves the right to increase or decrease amounts and / or quantities.
7. NOTE: Bids are to be valid for a minimum of 60 days or until awarded whichever comes first...Furthermore, WCS anticipates the purchase of possible — additional vehicles (from this bid project) in the near future, therefore, awarded bidders must hold their bid price for at least 10 months from the date of the bid opening.
8. Back orders are discouraged and bills for partial shipments are not acceptable.
9. Dealer or manufacturer incentives, cash allowances or rebates must be reflected / included in your bottom-line bid / price per vehicle. Any such promotional discounts must be filed and processed by the bidder not WCS.
10. If vehicle options listed have been unintentionally omitted that require future purchase, the awarded bidder should extend a comparable discount for such items. These items may be negotiated with the awarded bidder. WCS reserves the right to cancel any contract with or without a written notice within 30 days. The Williamson County Schools Purchasing Department must approve any change in offers to the original bid specifications.
11. The language of this RFB shall be binding unless mutually amended by WCS and the awarded bidder. Issuance of a WCS purchase order will be considered the award notice. The terms and conditions of this RFB and detailed purchase order shall constitute entire agreement.
12. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully address the full intent and meaning of each aspect of the specifications.
13. All invoices must have an approved WCS purchase order number, invoice must be reflective of the entire PO amount. WCS requires one itemized invoice per purchase order which shall be presented after WCS has received 100% complete delivery (of all vehicles on the purchase order) and to the satisfaction of the Purchasing Department. Do not stagger delivery of the vehicles. All vehicles listed on the purchase order should be delivered at one time as one shipment. Partial invoices will not be accepted or honored by WCS.

14. Invoice must be reflective of original bid; WCS will not be responsible for "added expenses". Bidders should submit the most competitive "all in" bid/cost. Prices must include complete shipping/delivery costs to the WCS Central Office. The awarded bidder must provide full arrangements for delivery. No vehicle shall be delivered to any other address (than the Central Office) unless instructed to by the Purchasing Department.
15. It is the awarded vendor's responsibility to comply with all local, state and federal laws, regulations, codes, licensing, and other requirements. The vendor must be prepared to substantiate compliance upon request by the Board's representative. In the event a bidder fails to perform, WCS reserves the right to begin negotiations with the "next best bidder" to complete the projects or services. In addition, the vendor may forfeit future business with WCS.
16. WCS will secure tags for the vehicles and the cost shall therefore be excluded from bid cost.
17. Vehicles must be delivered within the specified time frame as noted in this document in order to avoid liquidated damages. Failure to comply may result in liquidated damages beginning on the first day after the proposed delivery dates (noted on page 5) of \$200 per consecutive calendar day which will be deducted from the invoice until vehicles are successfully received.
18. DELIVERIES MUST BE SCHEDULED WITH THE WCS PURCHASING DEPARTMENT, (*not the department it is purchased for*).. at least 48 hours in advance of delivery. Upon delivery the certificate of origin for a vehicle, the original window sticker and the bill of sale with the current odometer reading should be presented to the WCS Purchasing Department. WCS Purchasing Department will coordinate vehicle inspection and invoice approval. Failure to follow these instructions will result in delay of payment.
19. Bids are to be complete in every detail as required. Bids that are incomplete contain irregularities or are not in accordance with the specifications may be rejected. WCS shall accept all bids that are submitted properly. However, WCS reserves the right to request clarifications or corrections to bids, - if needed.

SECTION II — OBLIGATIONS

The terms and conditions of this document shall be part of the contract. Williamson County Schools reserves the right to negotiate other terms and conditions it deems appropriate and necessary.

1. INDEMNIFICATION (HOLD HARMLESS):

The awarded bidder shall indemnify, defend, save and hold harmless Williamson County Schools, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of, the agreement by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2. If you are submitting a bid for a vehicle that would take longer than the specified date it must be clearly marked on the bid sheet. In other words, if you feel your company must take an exception to the bid completion date, you must give the reason for the delay, and explanation on why it is necessary and when you guarantee the vehicle will be delivered. WCS reserves the right to consider this when purchasing any vehicle on this bid, if it is in the best interest of Williamson County School District.

SCHEDULE OF BID DATES TIMES and RELATED VALUES

- **Bid Advertised** in the Tennessean.....August 6, 2019
- **Bid Opening** Shall be conducted at 2:30 pm on Tuesday... August 27, 2019
- **WCS will establish** the low bidder(s) for most vehicles by or before Thursday, August 29, 2019.
- **WCS will issue** award purchase orders on or around Wednesday, Sept. 4, 2019.

- **ALLOWABLE DELIVERY WINDOW** – Unless otherwise agreed upon all vehicles must be 100 % delivered to WCS in an efficient and effective timeline.
- The delivery timeline is approximately two weeks and shall begin on Monday, January 6, 2020 through Tuesday, January 21, 2020. If the Vehicles are not delivered by 2:00 pm Tuesday, January 21, 2020 then beginning Wednesday January 22, 2020 liquidated damages of \$200.00 per consecutive calendar day shall begin. Liquidated damages shall continue until vehicle is delivered and accepted as per the bid instructions. Liquidated damages shall be deducted from the awarded dealer’s invoice before final payment is made. *Special Note: If WCS is closed due to inclement weather during the delivery period, the liquidated damages date will be postponed until the weather clears and WCS is open. WCS will adjust accordingly.*
- **NOTE: If you are bidding on a vehicle that will not be available for delivery within the dates listed above, in order to avoid liquidated damages you must mark an exception on the bid cover sheet and put the date you guarantee the vehicle to be delivered. If other bidders can meet the delivery dates, even if your price is lower it may possibly be disqualified because it can't be delivered within the desired timeline.**
- If your bid price and revised delivery date is accepted by WCS, and you deliver the vehicle past the agreed upon date... then liquidated damages will begin the next day after your stated delivery date and continue until it is delivered as stated above.
- Any item bid that does not include a delivery date may be automatically disqualified regardless of price.

SPECIAL INSTRUCTIONS

- All Vehicles shall contain a Full tank of gas upon delivery to WCS.
- No NEW vehicle will be accepted that has more than 200 miles on the odometer.
- The original (MSRP) manufacturer's window sticker must stay intact and must accompany the delivery papers or be affixed to the window inside each vehicle upon delivery.. Failure to perform this delivery requirement may result in retainage of final payment and/or liquidated damages as explained above in this document.

SUBMITTING BIDS

- This bid has several items listed for purchase. Because the items vary in scope it is most likely that WCS will award to more than one vendor on a line item basis.
- When submitting a sealed bid...All bidders are encouraged to bid on as many items as they would like but it is not necessary to bid all items.
- Bidders are welcome to bid on one or more items and will not be penalized for only bidding on a single item. Mark any items that are not being bid as N/A on the bid cover sheet.

SCOPE OF PROJECT

- This project is for the procurement of several vehicles and a tow motor. The departments purchasing vehicles this fiscal year are the Maintenance, Food Service and Technology Departments of WCS. It is our desire to purchase approximately (10-11) vehicles and (1) tow motor.
- Vehicle Specifications are disclosed on the following pages.
- WCS has attempted to give bidders a range of options which are acceptable that can include many different makes and brands of vehicles in order that multiple bidders can meet the specifications. WCS has made every attempt to list pertinent information on these specifications. There is no specific brand required unless noted. Brands or names used to describe the vehicle are for illustrative purposes only, any practical similar vehicle that reasonably meets the specifications may be considered. However, WCS will make the final determination on this matter, if a vehicle with the lowest bid price is determined to be out of the original scope of specifications another model may be chosen regardless of low bid price.
- Since manufactures differ and similar vehicles that are different brands may have slightly different specifications on the GVWR, body, chassis, engine sizes etc.. please note all the current specifications, if your vehicle is slightly different please indicate that on the bid cover sheet. WCS will determine if the difference is relative to what we are planning to purchase.

VEHICLE SPECIFICATIONS

All bids submitted must reasonably meet or exceed the desired minimum specifications listed below; however, the selection process is not limited to options listed as previously explained above.

ITEM I 1-Ton Cab & Chassis Utility Truck with Service Body

(7) Units for Maintenance Dept.

Acceptable Brands are; Chevy, Ford, Ram. GMC

NEW 2019 or 2020 1-Ton Cab & Chassis Dual Rear Wheel Utility Truck with Service Body

- Rear Back up camera installed
- Preferred new 2019 or 2020 model
- GVWR shall be a minimum of 13,000 lbs. or a maximum of 14,500 lbs.
- Minimum of 59" cab to axle (or larger) dual rear wheels
- V 8 or equivalent gasoline engine
- Heavy Duty alternator
- Automatic Transmission with locking rear differential
- Exterior Color / White
- Gray, Tan, Black or other coordinating vinyl or cloth seats
- Air Conditioning
- Power Windows
- Power Door Locks with 2 sets of keyless remotes
- AM/FM radio
- Blue Tooth capability
- Vinyl Standard floor mats
- Outside mirrors suitable for towing
- Fuel fill kit must be included
- Engine oil cooler
- Transmission oil cooler
- Installed Class IV Receiver and Safety Chain Attaching Points
- Engine, transmission, power train and chassis must have required towing capacity of 6,800 lbs. minimum

72" Service Body

Service Body shall be a canopy roof / hi-roof model, with an approximate 6" offset from the top of the exterior compartment portion of the service body. The rear of the service body shall be equipped with two swing open personnel doors with windows. Interior of the service body should be painted white. Interior height of the body shall be greater than 70" rear bumper configuration will include installation of a commercial heavy-duty towing hitch — receiver. Unit shall be equipped with an electric brake device, including round 6 pin harness and connector.

- Acceptable Service Bodies include Omaha, Standard, Reading, Wil-ro, Knapheide

ITEM II 3/4 Ton Full Size Regular Roof Cargo Van

(2) units for the Maintenance Dept.

Acceptable Brands are; Chevy, Ford, GMC, Ram, Nissan

New 2019 – 2020 3/4 Ton Full size Regular Roof Cargo Van

- Preferred new 2019 or 2020 model year
- Minimum of a 4.8 Liter V8 or greater
- Automatic Transmission
- Factory installed towing package for 3/4 ton van with towing capacity of 6,800 lbs. minimum
- Gasoline Engine
- Cargo space of minimum 230 cubic feet
- Exterior Color white
- Interior colors should be coordinating black, brown, tan vinyl seats.
- Cargo area should include wall panels (finished sides)
- Air conditioning
- Power Windows
- Power Door Locks
- AM/FM Radio
- Blue Tooth Capability
- Power Steering
- Power Brakes
- Cruise Control
- Seating capacity 2 standard front seats
- Factory Installed back up camera
- Remote keyless entry with 2 sets of remotes
- Vinyl floor mats
- Double doors in rear with fixed windows
- Rear wheel drive
- Outside manual mirrors suitable for towing

ITEM III SMALL CARGO VAN

1 Unit for Technology Department if funds are available

Acceptable Brands are; Ford Transit, Nissan NV 200, Ram ProCity small

New 2019 – 2020 Smaller Cargo Van with Regular height roof

- Preferred new 2019 or 2020 model year
- Minimum of a 2.0 - 4 cylinder or greater
- Automatic Transmission
- Gasoline Engine
- Cargo space a minimum 150 cubic feet or similar
- Exterior Color white
- Interior colors should be coordinating grey, black, brown or blue vinyl seats.
- Air conditioning
- Power Windows
- Power Door Locks
- AM/FM Radio
- Blue Tooth Capability
- Power Steering
- Power Brakes
- Cruise Control
- Seating capacity 2 standard front seats
- Factory Installed back up camera
- Remote keyless entry with 2 sets of remotes
- Vinyl floor mats
- Double doors in rear with fixed windows
- Outside mirrors suitable for towing

ITEM IV (1) Unit Small – Mid - Size 4 x 4 SUV VEHICLE

(1) For Food Service Department

Acceptable types of Brands include but are not limited to the following: Chevrolet (Traverse), GMC – (Terrain) Ford Escape, Nissan Rogue. Jeep Cherokee or similar type.

WCS desires to purchase a Small to Midsize 4x4 Sport Utility Vehicle that is comparable in size and capacity to any of the brands listed above. However, bidders are not limited to these brands or models, other brands similar to this group that are equal to or better than may be considered. Vehicle must be a 4x4.

- Preferred new 2019 - 2020 model year SUV or Crossover Vehicle
- Minimum of a 3.6 Liter V6 or greater
- Four Wheel Drive...Either 2 wheel then switch into 4 wheel or all-wheel drive
- Automatic Transmission
- Gasoline Engine
- Exterior Color white
- Interior colors should be coordinating grey, black, brown, blue cloth or vinyl seats.
- Air conditioning
- Power Windows
- Power Door Locks
- Remote keyless entry with **2 sets of remotes**
- AM/FM
- Bluetooth Compatible
- Power Steering
- Power Brakes
- Cruise Control
- Seating capacity 5 passenger
- Factory Installed back up camera

ITEM V TOW-MOTOR SPECIFICATIONS

For Technology Department

Acceptable types of Brands include but are not limited to the following:

Raymond, Crown, Hyster or other similar brands

- **Tow-motor must be a sit down 4 - wheel counterbalanced model**
- **Electric motor 36 – 48 volt (Prefer Lithium Ion Battery if possible)**
- **Capacity of 4,000 to 6,000 lbs.**
- **Lift Height a minimum of 128 inches**
- **Charger for tow-motor must be included in price...However, WCS will connect to electricity.**
- **Tow-Motor and charger shall be 100% delivered to the WCS warehouse located at 1761 West Main Street, Franklin, TN 37064. This warehouse does have dock access.**
- **Must meet all current federal, state and local safety standards.**

BID COVER SHEET
Williamson County Schools RFB # 1182
Vehicles for Various WCS Departments

This bid cover sheet must be attached as the first page of the submitted packet.

I verify that I have carefully read the specifications, terms, conditions and instructions contained within this document and that I understand, acknowledge and agree to all the language set forth in this document... Again, by signing this document and submitting my bid in a sealed envelope to Williamson County Schools, I fully acknowledge, understand and accept the language contained within this RFB document and the delivery dates.

Printed Name of Bidder's Representative: _____

Signature: _____ **Title:** _____ **Date:** _____

Notice to Bidder — If you find any of the language, terms, conditions or specifications unacceptable — then please do not submit a bid package for this project.

BIDDER'S COMPANY NAME: _____

Address: _____

Phone Number: _____ Email: _____

* If the stated Proposed Delivery Date does not comply with the required delivery date window stated on RFB# 1182 (no later than Tuesday, January 21, 2020) Then said bid submission will be ranked and weighted lower than other bids that are complying with the bid request. Award Ranking: Priority will be given to bidders who submit bids that comply with the stated delivery window, which is between the dates of Monday, January 6, 2020 – Tuesday, January 21, 2020.

ITEM I - 1 Ton Cab & Chassis Dual Rear Wheel Utility Truck w/ Service Body (For Maintenance)

Make / Brand: _____ Model : _____

Year: _____ Warranty: _____ Service Body Brand _____

Proposed Delivery Date: _____
Does Truck meet all Bid Specs _____ If no what are the exceptions: _____

COST PER UNIT \$ _____

BID COVER Page 2

Name of Bidding Company: _____ *Date:* _____

ITEM II - 3/4 Ton Full Size Regular Roof Cargo Van

Make / Brand: _____ Model: _____

Year: _____ Warranty: _____ Other _____

Proposed Delivery Date: _____

Does Van meet all Bid Specs _____ If no what are the exceptions: _____

COST PER UNIT \$ _____

ITEM III - Small Cargo Van

Make / Brand: _____ Model: _____

Year: _____ Warranty: _____ Other _____

Proposed Delivery Date: _____

Does Van meet all Bid Specs _____ If no what are the exceptions: _____

COST PER UNIT \$ _____

ITEM IV - Small to Mid-Size SUV 4 X 4

Make / Brand: _____ Model: _____

Year: _____ Warranty: _____ Other _____

Proposed Delivery Date: _____

Does Vehicle meet all Bid Specs _____ If no what are the exceptions: _____

COST PER UNIT \$ _____

BID COVER Page 3

Name of Bidding Company: _____ *Date:* _____

ITEM V - Electric Tow-Motor Counterbalance 4 wheel sit down type

Make / Brand: _____ Model: _____

Year: _____ Warranty: _____ Volt: _____

Battery Type: _____ Charger : _____

Proposed Delivery Date: _____

100% cost of complete delivery of tow-motor and charger to the Warehouse address below:

*Williamson County Schools
Special Services Building (Warehouse)
1761 West Main Street
Franklin, TN 37064
Attn: Technology Department, John Duffett*

COST PER UNIT \$ _____

Note: Only the tow motor above should be delivered to the Special Services Building. All other vehicles are to be delivered as noted to the WCS Central Office.

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. 12-12-101, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name Printed Name of Authorized Official

Signature of Authorized Official

Date