



RFB #1278
WILLIAMSON COUNTY SCHOOLS
Water Softener Repair & Replacement at Several Schools

Williamson County Schools, (WCS) is currently accepting sealed bids from qualified bidders interested in submitting a bid for the water softener repair and replacement project to take place at 9 schools across the district. Bids must be submitted in a sealed bid envelope express mailed or hand delivered to the WCS Central Office, 1320 West Main Street, Suite 202, Franklin, TN 37064, Attn: Joan Breeding.

Sealed bid envelopes will be received until 2:00 p.m. on Thursday, February 24, 2022, at which time they will be publicly opened. Faxed or emailed bids will **not** be accepted. Any bids received after the specified opening time will **not** be accepted. In the event WCS must reschedule a bid opening date or time, the specifications obtained from the WCS Purchasing Department in the bid documents shall reflect the actual date and time. Once the sealed bid envelope is submitted to WCS, the Purchasing Department will stamp the face of the envelope to authenticate the actual date and time it is received. The RFB opening will take place at the aforementioned address. Please mark sealed bids envelopes **“WCS - RFB #1278 Water Softener Replacement at Several Schools”**.

The following information must be printed on the OUTSIDE of the sealed bid envelope. Failure to do so could result in the bid being rejected and disqualified.

- **RFP #1278 Water Softener Repair & Replacement at Several Schools**
- Company Name and Address
- Date and Time of Bid Opening

The INSIDE of the sealed bid envelope must contain the following items in to be accepted. Failure to include all of these items will result in disqualification:

- Bid Cover Sheet - Completed, signed, and dated
- TN Drug Free Workplace Affidavit (as required by TCA 50-9-113)
- Criminal Background Check Affidavit (as required by TCA 49-5-413)
- Certification of Compliance with the Iran Divestment Act

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 WCS Purchasing Department. Should any terms or conditions on the attached specifications differ from the RFB, then the terms and conditions of the RFB shall govern the process. Any questions concerning this document should be addressed in an email and sent to Joan Breeding, WCS Purchasing Department.



INTRODUCTION TO THE BID

RFB Documents for WCS – RFB #1278 Water Softener Repair and Replacement at 9 Schools contains important details along with precise specifications. “Bidders Beware” and be certain that you understand the scope and significance of your bid. The bid will be valid for a period of 1 year with an option to renew for additional 4 years. This option offers WCS the option of making additional purchases at other schools if necessary. Price increases are addressed in paragraph 2.2.

If a bidder needs additional bid document information, then it must be submitted in an email to joanb1@wcs.edu before the deadline of Monday, February 21, 2022 at 12:00 noon. If an Addendum is necessary, it will be released to bidders by/before 11:30 am on Tuesday, February 22, 2022. Absolutely no questions will be accepted, and no additional addendums will be made after these deadlines. For a site visit or technical specifications bidders should contact Joshua Nelson in the WCS Maintenance Department Joshua.nelson@wcs.edu office phone 615-472-4972. Josh is the WCS Plumbing Foreman and can answer specific questions concerning the water softener units that are currently installed and the type of new units WCS is expecting to purchase from this bid.

WCS will be replacing the water softeners at the following schools:

1. Independence High School
2. Spring Station Elementary
3. Nolensville Elementary School
4. Pearre Creek Elementary
5. Franklin High School
6. Ravenwood High School
7. Allendale Elementary School
8. Sunset Elementary School
9. Longview Elementary School

Currently there are water softeners at each of these locations. WCS would like for each one of the old units to be removed and replaced with a new system that meets or exceeds the specifications in this document. In releasing this Request for Bid our expectations are to receive **turn-key bids** that will replace the current water softeners at a reasonable price and in addition provide inspection and maintenance services in the future on the new units. Therefore, WCS welcomes any company that is capable of fulfilling these requirements. WCS reserves the right to add additional water softener units at other schools if necessary as determined in this request for bid document.

PART ONE: General Information

- 1.1 Manufacturer’s Names or Special Brands:** The use of a manufacturer’s name: Use of any special brand, model, or make in describing an item, or the use of detailed descriptive specifications pertinent thereto, does not restrict vendors to that manufacturer or specific article or such detailed descriptive specifications. This means



or method being used is simply to indicate the character or quality of the article desired. The articles or services on which proposals are submitted should be of such character, quality and design that will serve the purpose for which it is intended.

- 1.2 Indemnification/Hold Harmless:** 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 awarded proposer, 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.

PART TWO: Evaluations of Submitted Bids

- 2.1 Award of RFB:** The project will be awarded to the lowest and best overall qualified bidder that meets or exceeds the specifications set forth by the WCS – Maintenance Department. Any bidder that clearly does not meet specifications will not be considered.
- 2.2 Valid 30 Days:** Bids are to be valid for a minimum of 30 days or until awarded, whichever comes first. For all awarded RFP's price will be fixed and remain in effect for a 12-month period from commencement of award. WCS shall reserve the right to renew the award of the proposal for an additional (4) one-year terms not to exceed a total of (5) total years.
- 2.3 Price Increase:** At the end of each contract year, WCS will consider possibly negotiating a price increase of up to 1.5% if both parties are in agreement. If for any reason a contract cannot be agreed upon WCS reserves the right to solicit the next best bidder.
- 2.4 Acceptance or Rejection of Proposals:** Williamson County Schools reserves the right to waive any formalities and accept or reject proposals, upon the evidence (or determined by WCS) before or after the proposal opening, that a proposer 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. All proposals are to be complete in every detail as required. Those that are incomplete, contain irregularities or are not in accordance with the specifications may be rejected.
- 2.5 Funding:** This RFB project is ultimately subject to funding as with all WCS RFB projects. WCS is a tax-exempt organization: Costs must include all related sales and use tax... Although WCS is tax exempt the bidder(s) are responsible for any / all sales and use tax for the materials and or equipment.

PART THREE: Schedule of Award and Related Values

- 3.1 Award of RFB:** WCS anticipates the due diligence to be completed and the submitted bids revised and finalized *approximately* by or before Monday, February 28, 2022. Bidders should take note that this date is approximate and circumstances

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



beyond WCS control could push this date back. WCS Purchasing will prepare a bid tabulation and will send out the intent to award notice to all bidders.

3.2 Invoicing/Payments: Payments will be made within (30) days of the date the awarded bidder completes the project. The invoice is stamped when received by WCS Accounts Payable. All invoices must be reflective of the original RFB and vendors bid. WCS will pay from (1) itemized invoice. That invoice must include a WCS PO. As previously stated WCS will not be responsible for any "added" expenses.

3.3 After the bid is Awarded: Once the successful bidder is established through the competitive RFB process, WCS Purchasing will notify in an email the awarded bidder with our intent to proceed with award of the bid. WCS will send out an intent to award notification that includes the bid tabulations to all bidders who submitted a bid.

After this intent to award has been issued, in approximately 10 days the Official Award PO will be issued to the awarded bidder. The awarded bidder will have (15) consecutive days from the date of the PO notification to provide to WCS Purchasing the following item:

- A certificate of liability insurance for an amount no less than \$2,000,000 naming WCS as an additional insured.

**COMPLETE DETAILED BID SPECIFICATIONS
CAN BE SENT BY EMAIL IF REQUESTED
Contact Joan Breeding at the email address below.**

joanb1@wcs.edu



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WILLIAMSON COUNTY SCHOOLS
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BID COVER SHEET

This Bid Cover Sheet must be attached as the first page of the submitted RFB packet.

I, _____, (Name) _____ (Title),
verify that I have carefully read the specifications, terms, conditions, and instructions contained
within this RFB document and that I understand, acknowledge, and agree to all the language set
forth in this document. By signing this document and submitting my proposal to Williamson
County Schools, I fully acknowledge, understand, and accept the language contained within this
RFB document.

Company Name: _____

Address: _____

Phone Number: _____ Cell Phone Number: _____

E-Mail Address: _____

Signature: _____ Date: _____

Print Name: _____ Date: _____

BASE BID:

**Item I. Provide a price for 100% turn-key cost of one unit at each of the 9 WCS locations.
This will include, removal and disposal of the old unit, delivery of the new units,
Complete installation, parts and labor and materials for each unit.**

\$ _____ per each school unit x 9 units equal grand total of \$ _____

**Item II. Price for yearly maintenance inspection at each one of the locations to adjust,
calibrate, clean and maintain as necessary the unit for maximum operation.**
\$ _____ for each unit once per year.

Item III. Hourly Labor price for technician to repair units if necessary \$ _____ per hour

Item IV. Percentage mark-up of parts used during installation. Cost plus _____ % markup



CRIMINAL BACKGROUND COMPLIANCE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer contracting with Williamson County Board of Education to provide services having direct contact with children or access to grounds of a Williamson County public school while students are on grounds, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 49-5-4 13 as amended effective September 1, 2007 for entities entering into contracts with a local board of education where the company's employees will have direct contact with school children or access to the grounds of a school when children are present. It is the duty of the Company to require applicants supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds and to take certain other actions based upon the results of the records check.
3. The Company is in compliance with the terms of T.C.A. § 49-5-413.

Further affiant saith naught.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____ with whom I am personally acquainted (or proved

to me on the basis of satisfactory evidence), and who acknowledged that he/she is the _____ of

_____ and is authorized to execute this instrument on behalf of the principal for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20_____.

Notary Public

My commission expires: _____



DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Williamson County government to provide services, hereby states under oath as *follows*:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contacts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the forgoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 2001

Notary Public

My commission expires: _____

Comm. No.2018-01
00210.3



**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. 5 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. 5 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