

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



**RFB #1289
WILLIAMSON COUNTY SCHOOLS
Radio Infrastructure Projects
at various WCS Schools**

This bid opening has been rescheduled from an earlier date as originally advertised in the Thursday April 14, 2022 Tennessean. The new date and time are noted below:

► BID OPENING WILL BE HELD at 10:30 am THURSDAY, APRIL 28, 2022 ◀

Williamson County Schools, (WCS) is currently accepting sealed bids from radio dealers interested in bidding on radio infrastructure at WCS locations. Sealed Bid envelopes will be accepted at the Williamson County Board of Education, Central Offices, located at 1320 West Main Street, Suite 202, Franklin, Tennessee 37064, until **10:30 am on Thursday, April 28, 2022** at which time sealed bids will be officially opened. Bids should be sent by express mail or delivered in person and should be marked to the attention of Skip Decker, WCS Purchasing Department. All bids will be stamped by the Purchasing Department with the date and time of receipt to ensure compliance. Any bid envelope received after the specified opening time will **not** be accepted. Faxed or emailed bids will **not** be accepted. All sealed bids must be marked **“RFB # 1289 Radio Infrastructure Projects”**.

The following information must be listed on the outside of the sealed bid envelopes:

- WCS-RFB #1289 Radio Infrastructure Projects
- Contractors Name & Address
- Date and Time of Bid opening,

Interested Radio Infrastructure Dealers must include in their sealed bid envelope the following list of completed documents:

- Drug Free Affidavit
- Criminal Background Affidavit
- Signed Bid Form
- Iran Divestment Form

An apparent low Bidder will be established from this bid process. Contracts for this project will be awarded to the lowest, best, and most responsive bid that reasonably meets specifications and qualifications. WCS Purchasing will prepare a bid tabulation shortly after the bid opening. The WCS Safety & Security Department will review the bid tabulations. Once the apparent low bidder has been established through the competitive bid process, WCS Purchasing will release an intent to award naming the low bidder sending a copy to all participants of the bid. Approximately ten (10) consecutive calendar days after the tabulations are released WCS will issue a fully funded award PO to the low bidder.

After the successful bidder has received the Award Notice / Purchase Order, said bidder must provide to WCS the following item within (15) consecutive calendar days from the date of WCS award notice:

- **INSURANCE:** WCS must be named as an additional insured on contractor's policy.
 - A. Contractor will obtain and maintain insurance to protect contractor and owner from claims which may arise out of or result from contractor's operations under the contract.

Certificate of Liability with a minimum of \$2,000,000 listing WCS as additional insured must be provided.

This bid document was prepared by the WCS Purchasing Department please read the specifications carefully, if you have questions concerning this request for bid document, contact the WCS Purchasing Department by emailing skipd@wcs.edu Skip Decker.

- Williamson County Schools reserves the right to accept or reject bids, 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.
- 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.
- The use of the name of a radio/repeater 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. This bid is not limited too or restricted to any specific brand, service provider or vendor 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 the Williamson County Schools.
- When a unit 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 item.
- This information must be clearly stated on the RFB coversheet in every instance to enable the Purchasing Dept. to determine its suitability, or otherwise. Williamson County Schools reserves the right, through the Purchasing Dept. to be the sole judge in such determinations.
- 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 is responsible for (and bid cost must reflect) any / all sales and use tax for the vehicle.
- Bids are to be valid for a minimum of 60 days or until awarded whichever comes first. Once WCS has issued a PO the repeaters must be delivered (and installed if applicable) as specified within 60 calendar days. After a PO is issued listing the locations to be installed, the awarded dealer must be 100% finished by the date set on the PO which has been agreed upon by WCS and the awarded bidder.
- Failure to deliver the repeaters on time will result in liquidated damages of \$150 per consecutive calendar day until the repeaters are delivered and installed at all locations on the PO. WCS reserves the right to cancel any PO with or without a written notice within 30 days.
- For all awarded bids price structure will be fixed and remain in effect throughout the entire contract period. The awarded bid will be in effect for a period of (1) year with an annual option to renew at

the anniversary date of the contract for an additional (4) years not to exceed a total of (5) years, upon mutual agreement of both parties. At the end of the first year period, an increase of up to but not to exceed 1.5% of the original price may be considered by WCS. If the increase is agreed upon by both parties it will be fixed until the beginning of the next annual renewal. At this time WCS may consider an additional 1.5% increase for that contract year. This may continue at the beginning of the anniversary period as long as the contract is enforced.

- 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.
- All invoices must have an approved WCS purchase order number.
- It is the awarded bidder's responsibility to comply with all local, state and federal laws, regulations, codes, licensing, and other requirements. The bidder 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.
- The Project may be awarded to the lowest and best overall bid that best meets specifications and WCS reserves the right to award based on quality, price and availability of services specified, whichever is in the best interest of WCS. The bid will be awarded on a bottom-line turn-key project basis which is based on pricing/cost, service, and installation.
- If quantities are provided, they are approximations and may be estimates of annual usage, not initial purchase quantity. Quantities provided are best estimates of anticipated order quantities; however, WCS cannot guarantee fulfillment of annual usage estimates.
- The terms, conditions, and language of this RFB shall supersede and take precedence over any resulting contract / agreement and shall be binding unless mutually amended by WCS and the awarded bidder. Disputes or legal matters will be litigated in Williamson County or the Middle District of Tennessee. WCS Purchasing Manager must approve any change to original proposal specifications.
- The successful / awarded bidder shall perform the complete installation – including all necessary materials, supplies and equipment and labor per the bid specifications.
- The installation must be performed exclusively by persons that are authorized and certified by the manufacture of the units and related radio equipment.
- This specification is primarily to protect WCS in warranty matters.
- WCS Safety & Security Department will provide and make available several locations on a rotating basis – until all locations have had the installations performed.
- If project is incomplete / unfinished after a PO is issued listing the locations to be installed and date of completion which has been agreed upon by WCS and the awarded bidder, liquidated damages will be enforced. Liquidated damages of \$150 per consecutive calendar day shall commence beginning on the date listed on each PO. These liquidated damages shall be assessed daily – and deducted from final invoice until project is satisfactorily finished.

- **Important Note:** Throughout this document WCS refers to several school locations. It must be acknowledged and noted that our target goal is all school locations. However, the actual quantity of schools will be a direct function of available funds. We have a general budget for this project which we expect should fund most locations. WCS will only perform installation on – as many locations as funding allows.
- Regardless of the brand – the awarded radio repeaters must have the capability to be upgraded at a minimal cost effective (bid) rate in the future if necessary.

SCOPE OF PROJECT:

WCS intends to purchase and have installed new radio repeaters in all schools. The successful / awarded bidder shall perform 100% installation (includes all materials, supplies, equipment, and labor) at a pre-approved site listed on the Purchase Order. Williamson County School District is looking for a radio dealer to provide a turnkey solution for onsite communication systems at each school location. Currently, the radios used in the schools have several dead spots as they are currently configured. For the safety of the students and faculty, some improvements are required. The following is a statement of work for this project.

Currently, Williamson County schools’ internal communications operates on simplex, UHF channels. It has been found that in several cases this is now becoming inadequate to provide campus wide communications. WCS has several hundred UHF radios in service throughout the school system. It is the intention of the school system to make the best use of the current assets and implement an enhanced coverage system per school to maximize the current inventory. WCS is requesting a proposal that will provide a repeater system in each school to enhance the coverage of the current radios as well as provide digital coverage for migration as current radios are replaced.

It is the intention of the Williamson County School District to secure a vendor to provide, install and maintain infrastructure to enhance the communications in each school.

The selected vendor must provide a “package” system that will be similar from school to school and will operate on County provided channels. The vendor will be required to provide a plan, given the channel sets that will function for each school and minimize interference from school to school in the best manor. The County will provide an adequate number of channel pairs, within reason, to achieve this goal. The selected vendor will be responsible for any reprogramming of current subscriber units to allow them to access the new infrastructure. The schools will make all of the subscriber units available at the time of installation for the reprogramming. If interference is detected by another school’s repeater, vendor will work to mitigate it.

The following is a list of the minimum requirements for the proposed infrastructure:

1. A UHF repeater capable of dual mode, analog and digital. Without the need to make any physical setting to alternate between modes.
2. The supplied repeater must be compatible with the Kenwood DASS (DMR Auto Slot Selection) function as this will apply to future system migration upgrades.
3. An antenna system specifically designed to provide superior in building coverage as well as the surrounding campus area without producing long range coverage that would possibly cause interference with adjacent school campuses that may have to share the same channel pair.
4. All necessary power supplies (to include a battery backup with a 20-minute runtime), duplexers, cabling, antennas, surge suppressors/grounding and mounting hardware will be supplied as part of the school system package. Grounding must meet R56 standards. Installation will be a fixed price per school. Understanding that some installs may require more advanced design, the pricing for each school shall be the same for budget purposes.
5. The awarded vendor must be an authorized service agent for the products proposed. The vendor must have deployed no less than 5 (five) similar systems in the mid-state area. The selected vendor must maintain spare units to be put in place should any of the systems require factory service.

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I, _____ (Print Name), _____ (Title),

_____ (Signature), _____ (Date), 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. 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.

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

Bidder Company Name: _____
Address: _____

Phone Number: _____
Email: _____

Base Bid: Provide a UHF repeater capable of dual mode, analog and digital. Without the need
to make any physical setting to alternate between modes. The supplied repeater must be
compatible with the Kenwood DASS (DMR Auto Slot Selection) function as this will apply to
future system migration upgrades. An antenna system specifically designed to provide superior
in building coverage as well as the surrounding campus area without producing long range
coverage that would possibly cause interference with adjacent school campuses that may have to
share the same channel pair. All necessary power supplies, duplexers, cabling, antennas, surge
suppressors/grounding and mounting hardware will be supplied as part of the school system
package. Installation will be a fixed price per school.

Understanding that some installs may require more advanced design, the pricing for each school
shall be the same for budget purposes and will include 100% installation (all materials, supplies,
equipment, and labor) at the approved site listed on the Purchase Order.

COST FOR EACH SCHOOL LOCATION \$ _____

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 Board of Education to provide numerous 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 _____, 20__

Notary Public _____

My commission expires: _____

CRIMINAL BACKGROUND COMPLIANCE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer contracting with Williamson County Board of Education to provide various 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 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: _____

**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