

Purchasing Department
1320 West Main Street, Suite 202
Franklin, Tennessee 37064-3700
Phone: (615) 472-4010
Email: skipd@wcs.edu



**Williamson County Schools
RFB # 1332
Door and Window Laminated Security Film**

Williamson County Schools (WCS) is currently accepting sealed bids from qualified bidders for sales and installation of laminated security window & door film to be installed in school offices. Bids must be submitted in a sealed envelope, mailed or hand delivered to Williamson County Schools, Central Office, 1320 West Main Street, Suite 202, Franklin, TN 37064, Attn: Skip Decker. Sealed bids will be received at the address listed above until **10:30 am Thursday, November 30, 2023**. 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 an RFB opening date or time, the specifications obtained from the WCS Purchasing Dept. shall reflect the actual date and time. Once the sealed bid envelope is received at WCS offices, it will be stamped on the front of the envelope to authenticate the actual date and time it was received.

**THE FOLLOWING INFORMATION MUST BE PRINTED ON
THE OUTSIDE OF THE BID ENVELOPES:**

- **WCS RFB #1332 Door & Window Laminated Security Film**
- **Company Name**
- **Date and Time of Bid opening**

**IMPORTANT: THE FOLLOWING INFORMATION MUST BE INCLUDED
INSIDE THE SEALED BID ENVELOPES**

- **Completed Bid Form (form attached) Signed and Dated**
- **Criminal Background Affidavit**
- **Drug Free Affidavit**
- **Signed Iran Divestment Certificate**
- **Non-Boycott of Israel Certificate**

Bids that do not contain the above documents are subject to being disqualified.

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 at 615-472-4079.

NOTE: Bidders may and are encouraged to include any related literature, written materials or specifications pertinent to the laminated security film bid.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Williamson County Schools reserves the right to accept or reject bids upon the evidence of (or as 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.
2. The Door and Window Laminate Security Film submitted for consideration may be a different make or brand than what is specified in this document....However, the laminated film that is submitted for bid must reasonably meet or exceed all the bid specifications herein. Award Purchases will be based on price, quality and availability.
3. **As stated above this bid is not limited or restricted to a specific manufacturer, brand name, or specific name of product. The use of the name of a manufacturer or any special brand name or make in describing this 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 means or method is simply being used to indicate the character or quality of the article WCS Safety & Security Department desires. However, all items bid must be of such character, quality and design (*equal to or better than*) 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 laminated door or window laminated security film system is bid that differs on the make, or brand specified, the manufacturer's name and catalogue references, together with specifications must be given along with any additional information pertaining to that type of laminate security film. This information must be clearly stated on the RFB coversheet in every instance to enable the Purchasing Agent and the Safety and Security Director to determine its suitability, or otherwise. WCS reserves the right to be the sole judge in such determinations.
5. The bid will be awarded based on pricing/cost and service as validated through references and other considerations as submitted through the RFB process. Award shall be made based on best or most responsive bid as determined to be in the best interest of WCS. Our intent is to award bid to one lowest, best and most responsive competitive bidder.
6. Breach of contract or default by the awarded vendor may result in the loss of ability or the opportunity to bid or conduct future business with WCS. In the event the awarded bidder fails to perform, WCS reserves the right to begin negotiations with the "next best bidder" in order to complete the project or services.

7. This bid is ultimately subject to funding (*as with all WCS - RFB projects*). WCS is a tax-exempt organization. Although WCS is tax exempt – the bidder(s) are responsible for (and the bid cost must reflect) any and all sales and use tax for the materials and or equipment to be provided and/or used.
8. 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.
9. The successful bidder must be a licensed, qualified, authorized dealer of the door and window laminate security film brand that is listed (the brand they are bidding on).
10. Bids are to be valid for a minimum of 90-days or until awarded whichever comes first. For all awarded bids, price will remain fixed for a 12-month period from date of bid opening and the commencement of the award. On the anniversary date WCS reserves the right to renew the award annually for a period of four (4) additional one-year terms...not to exceed a total of five (5) years. Beginning in the second contract year, WCS will consider negotiating a price increase of up to 1.5% each year during the remaining years of the contract if both parties agree. If for any reason a contract cannot be agreed upon WCS reserves the right to solicit the next best bidder. In addition, WCS reserves the right for any resulting agreement from this RFB to cancel the contract with a written notice within 30 days without penalty.
11. WCS reserves the right for any resulting agreement from this RFB to install this system in any school or other facility that is owned or leased by the Williamson County Board of Education. This may include but is not limited to the Central Office, the Maintenance, Transportation, Textbook and Food Services Buildings or new future schools or other construction.
12. The language of the RFB shall be binding unless mutually amended by WCS and the awarded bidder. Issuance of the purchase order will be the award notice. The terms and conditions of the RFB and detailed purchase order shall constitute the entire agreement.
13. Invoices must be reflective of original bid. WCS will not honor any extra or added charges that are presented after the bid has been awarded. Complete 100% material, labor, delivery, installation, clean-up and other costs must all be included in the turn-key bid price.
14. Williamson County Schools has the right to dispute any questionable charges by contacting the awarded vendors either by phone, email or in writing. Invoices must be reflective of original bid and must include a valid WCS purchase order number to be paid.
15. To reiterate any previous statements WCS will not be responsible for “added expenses”. There absolutely shall be no surcharges... Bidder’s should submit the most competitive “all – in” bid/cost.

16. Invoices should be submitted for payment upon 100% satisfactory completion of each PO. The invoice should be submitted to the WCS Purchasing Department (on behalf of and in coordination with WCS Safety & Security Dept.).
17. Only bid submittals meeting the exact specifications (equal to or better than) of the door & window laminated security film requested as outlined in the section titled “Scope of Work” will be considered. Any or all substitutions must be equal to or better than and proof of such will be required. WCS reserves the right to refuse a bid submittal that is not within the exact bid specifications, regardless of the bid price.

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 with the awarded bidder if 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. 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.
3. The bidder shall be responsible to comply with all local, state, and federal laws, regulations, licensing, and other requirements as applicable. All bidders must provide evidence of current business license.
4. WCS anticipates issuing the purchase order approximately (10) days from the bid opening.
5. **This bid is considered a 100% turnkey project, bid prices should reflect all materials, labor, installation delivery, freight costs and clean up. Awarded bidder is not allowed to use the school districts dumpsters or trash disposal containers.**

SCOPE OF WORK

Williamson County Schools currently has a total of approximately 53 facilities and ancillary buildings throughout Williamson County, Tennessee. Additional schools and renovations to existing buildings are likely to remain constantly under construction. During the entire (5) years of this awarded bid project any new locations must be included in the original bid prices. All buildings are located within a 584 square mile radius.

1. Williamson County Schools desires a 100% turnkey purchase and installation of Laminated Security Film for doors and windows in the entrance areas, or any other areas where the need is determined to require this application.
 - a. As previously mentioned, bids submitted by vendors must include 100% all parts, materials, labor, installation and delivery costs. In addition, any training or informative information to the office and security staff must be included in the price (if necessary) at the school districts discretion.
 - b. WCS has spent approximately \$1.5 million dollars on this commodity within the past few years. It is reasonable to assume that going forward WCS will continue to install and use this product for many additional projects. Therefore, the bid pricing for this project will be used for many additional projects during the length of the contract. In the future WCS will budget projects each year to continue the upgrading and safety and security of our facilities.
2. Laminate film installation must be free from bubbles, contamination, creases or other visual imperfections in the film or on the glass when installed. The project must also include the installation of an attachment / anchoring system per the manufacturer's instruction on all sides of the glass and on all sides of the frame. All locations where attachment is feasible the glazing color must be black, brown, grey, or white to match as closely as possible to the present window frame color.
3. This document represents a request for unit pricing per square foot covering 100% cost of the labor, materials and installation cost required to install laminated door & window security film.
4. It shall be the awarded vendor's responsibility to obtain the measurements of each school after the bid is awarded and the locations and areas of the building are chosen for each phase of the project.

5. Each phase of the projects should be completed in a reasonable length of time as determined by the size and scope.
6. Bids will be reviewed and will be considered on a number of factors, including but not limited to the following:
 - a. The bidders have proven experience to deliver the product and install in a timely manner with minimal disruption to the school setting.
 - b. The bidder's experience in similar projects as well as its ability to warranty its installation shall be important.
 - c. The bidder's current ability to commit to a start and finish date for the awarded agreement.
 - d. The bidder's manufacturer's warranty for the security film itself and the total unit installed pricing shall be important factors in choosing the successful bid.

SPECIFICATIONS

The WCS suggested brand and make of laminated security film material is listed below...bidders must bid on the listed brand or on brands that meet or exceed these qualifications.

Manufacturer:

Eversafe Brand, Security Laminate:

To be used for doors and windows, to be installed on both sides of the glass. Security laminate to be attached with structural sealant and /or structural attachments.

- **Security Laminate Requirements for Interior:**
 1. Security Laminate shall be a minimum of 12 mil with the following mechanical properties: Ultimate Tensile Strength minimum 28,500 psi
Break Strength minimum 336 lb./inch
Elongation at Break minimum 125%
Peel Strength minimum 7 lb. / inch
- **Security Laminate Requirements for Exterior:**
 2. Security Laminate shall be minimum of 7 mil with the following mechanical properties: Ultimate Tensile Strength minimum 26,000 psi
Break Strength minimum 180 lb./inch
Elongation at Break minimum 140%
Peel Strength minimum 7 lb./inch
- **Minimum Security Laminate Safety Accreditations:**
 3. Impact: EN356 P2A DIN 52290 Part 4 A1
 4. Wind Debris: ASTM E330, TAS 201, 202, 203 Florida Building Code (Dade County Small Missile Test)
 5. Hurricane; Bomb blasé, Siach Gefen IDF Testing, UL 972 Burglary Resisting Glazing Material, GSA Level D (4psi, 30 psi/msec)
 6. Impact EN 12600 Class 1B1

- **Minimum Structural Sealant Requirements:**
 One part, neutral-cure, elastomeric sealant;
 ASTM C679, Curing Time;
 ASTM C 639, Flow,
 Working Time; ASTM 2240,
 Durometer Hardness, Shore A; ASTM D412,
 Ultimate Tensile Strength, 350 psi, MPa, 2.41;
 ASTM D624, Tear Strength, die B 49 ppi;
 ASTM C794 40 ppi;
 ASTM C1135, Tensile at 25% Elongation, 43 psi;
 ASTM C1135, Tensile at 50% Elongation, 65 psi;
 Ultimate Tensile Strength, 170 psi, 1.17 MPa,
 ASTM C719 Joint Movement Capability;
 Federal Specification TT-S0001543A (COM-NBS) Class A for silicon building sealant;
 Federal Specification TT-S-00230C (COM-NBS) Class A for one-component building sealant;
 ASTM Specification C-920 Type S, Grade NS, Class 50, Use NT, G and A.
- **MINIMUM STRUCTURAL ATTACHMENTS REQUIREMENTS:**
 ASTM Standard, F 1642-04, “Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings” ASTM Book of ASTM Standards, Vol. 04.07, March 2004. 2 US General Services Administration (GSA), GSA-TS01-2003, “Standard Test Method for Glazing and Glazing Systems subject to Dynamic Overpressure Loadings,” GSA Jan. 2003. 3 Department of Defense (DoD), Unified Facilities Criteria (UFC) UFC4-010-01, “DoD minimum Antiterrorism Standards for Buildings” DoD October 2003.
- **WARRANTY PERIOD:**
 Warranty shall be 15 years for all installed security laminates, structural sealants, and structural attachments including the installation.
- The awarded bidder is responsible for the installer, the installer must be authorized by the manufacturer. The installer must have at least 5 years of experience and a professional knowledge of school building installations. Installer will be 100% responsible for cleaning and preparing all window surfaces prior to installation. Installer will not install products under environmental conditions (temperature, humidity, ventilation) outside of manufacturer’s recommended limits. Before the release of payment is made, WCS shall confirm that workmanship is consistent with the approved manufactures recommendations.
- **CARE AND MAINTENANCE:**
 Instructions for Care and Maintenance provided at the conclusion of the project.

WCS Projected Timetable:

RFB advertised in Tennessean newspaper	Wednesday, October 25, 2023
RFB distributed to potential vendors	Wednesday, November 1, 2023
Sealed Bids due by 10:30 am	Thursday, November 30,2023
Bidder selected, and PO awarded approximately	10 days after bid is opened or before.

Each Project commencement date and completion date is to be determined when the PO is issued

During the life of this contract, when a project is scheduled, and a PO issued for the installation an approximate completion date will be determined. The awarded vendor will be given a commencement date and a completion date for each PO. If the projects are not finished within the date set for completion, liquidated damages may be incurred if the Safety and Security Director determines they are necessary. Liquidated Damages of \$200 per each consecutive day beginning the day after the chosen finish date will begin and continue until all the installation is completed. LD's will be deducted from the vendor's invoice for that PO.

BID COVER SHEET
Williamson County Schools
RFB #1332
Door & Window Laminated Security Film

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

I, _____ (print name), _____ (title), verify that I have read the specifications, conditions, and instructions and agree to all therein.

COMPANY _____
NAME:

ADDRESS: _____

PHONE _____
NUMBER:

EMAIL _____
ADDRESS:

By signing and submitting this bid in a sealed envelope with Williamson County Schools, the bidder agrees to all of the specifications, terms, and conditions of the WCS - RFB # 1332 document...If you find any of these terms unacceptable – please do not bid.

SIGNATURE: _____

PRINT NAME: _____ DATE: _____

After the successful bidder has received the Award Notice / Purchase Order, said bidder must provide to WCS the following items within (15) consecutive calendar days from the date of WCS award notice. A Certificate of Liability Insurance for no less than \$2,000,000 listing Williamson County Schools as an Additional Insured. Failure to provide this document may result in cancellation of the award, in that case WCS reserves the right to negotiate with the next best bidder.

BID COVER SHEET
Page 2
Williamson County Schools
RFB #1332 Door & Window Laminated Security Film

COMPANY NAME: _____ **DATE:** _____

ITEM # I

Turn-Key - 100% Unit Cost of Door & Window Film Per Square Foot using the “Eversafe Brand” Security Laminate listed in the specifications of this document. This unit price must include full installation, parts, labor and materials for both sides of the glass using a minimum 12 mil for interior and minimum 7 mil for exterior of the door/window.

PRICE PER SQUARE FOOT includes Interior Side of the glass (as specified above)

\$ _____ /sf for Interior clear film _____ mil

\$ _____ /sf for Interior tinted film _____ mil

PRICE PER SQUARE FOOT includes Exterior Side of the glass (as specified above)

\$ _____ /sf for Exterior clear film _____ mil

\$ _____ /sf for Exterior tinted film _____ mil

ITEM # II

Turn-Key – 100% Unit Cost of Door & Window Film Per Square Foot using an “ALTERNATE BRAND” of Security Laminate... The alternate brand must reasonably meet or exceed in all ways, the listed specifications of the brand listed in this document. Proof of this specification must be printed and attached to this bid to be considered. This unit price must include full installation, parts, labor and materials for both sides of the glass using a minimum 12 mil inside and minimum 7 mil outside of the door/window.

Alternate Brand Name of Laminate Security Film: _____

Specs must be included on a separate page attached to this bid.

PRICE PER SQUARE FOOT includes Interior sides of the glass (as specified above)

\$ _____ /sf for Interior clear film _____ mil

\$ _____ /sf for Interior tinted film _____ mil

PRICE PER SQUARE FOOT includes Exterior sides of the glass (as specified above)

\$ _____ /sf for Exterior clear film _____ mil

\$ _____ /sf for Exterior tinted film _____ mil

How long does it take your crew to install approximately 400 square feet of window film (interior and exterior) in a typical one-story basic entry to a school building?

Number of Hours _____

Does bid price include a minimum of 15-year warranty on all parts, labor, installation and materials ____ Yes ____ No

Can other Government Agencies or School Districts piggyback off this bid ____ Yes ____ No

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 construction services, hereby states under oath as *follows*:

1. The under signed 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 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: _____

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

NON-BOYCOTT OF ISRAEL
CERTIFICATION

Tenn. Code Ann. § 12-4-119 prohibits public entities from entering into a contract for services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in and will not be engaged in for the duration of the contract, a boycott of Israel. This applies to any contract entered into on or after July 1, 2022. The law does not apply to contracts with a value of less than \$250,000 or in contracts where the supplier has less than ten employees. A boycott of Israel means engaging in refusals to deal, terminating business activities or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken: (1) In compliance with, or adherence to, calls for a boycott of Israel, or (2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

Certification Requirements. 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: The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

Printed Name and Title of Authorized Official

Signature of Authorized Official

Date

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 _____.

Notary Public My commission expires:
