

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



WILLIAMSON COUNTY SCHOOLS
RFB #1350
Band Instruments & Related Equipment

Williamson County Schools (WCS) is soliciting bids for the procurement of Band Instruments & related equipment. Bidders shall submit sealed bids using the attached forms. Bid envelopes must be marked "RFB #1350 Band Instruments and Related Equipment". Bidders may include any related literature, brochures, or written material inside the RFB envelope if desired. Sealed Bids must be submitted on or before 2:30 p.m. Thursday, August 15, 2024 at which time RFB envelopes will be publicly opened. Absolutely no bids will be accepted after this time. Faxed or emailed bids will not be accepted. Sealed Bid envelopes shall be stamped (date and time) by WCS to verify the authenticity of receipt and should be sent to the address listed below as the bid opening will take place at the same address:

Williamson County Board of Education
1320 West Main Street Suite 202
Franklin, TN 37064
Attn: Skip Decker, Purchasing Agent

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

- RFB #1350 Band Instruments & Related Equipment
- Company Name
- Date and Time of Bid opening

**THE FOLLOWING INFORMATION MUST BE INCLUDED
INSIDE THE SEALED RFB ENVELOPES**

- Completed Proposal Form (form attached)
- Signed and dated Iran Divestment Act (form attached)
- Non-Boycott of Israel form
- Catalogs or related materials (if desired)

This RFB document was prepared by the WCS Purchasing Department. Please read the specifications carefully. If you have questions concerning this document, contact the WCS Purchasing Department at 615472-4079.

SECTION 1- GENERAL TERMS AND CONDITIONS

Williamson County Schools reserves the right as determined by WCS Staff to accept or reject bids, before or after the RFB opening if WCS determines 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.

1. This project will be awarded to the lowest and best bid(s) as determined by WCS. WCS reserves the right to award based on quality, price and availability of the products specified, whichever is in the best interest of the school district. WCS reserves the right to award to multiple vendors at its sole discretion. It is the desire and intent of WCS to award this RFB on a line-item basis to multiple vendors.
2. The use of the name of a manufacturer or any special brand(s), models or makes in describing an item or the use of detailed descriptive specifications pertinent thereto, does not necessarily restrict vendors 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 articles desired. The article on which proposals are submitted must be of such character, quality and design as will serve the purpose for which it is to be used equally as well as that specified; must be the equal of the article described and equally suitable to the needs of the WCS. If the submitted proposals differ on the make, model, or brand specified or such detailed descriptive specifications, then the manufacturer's name and catalogue reference, together with specifications therefore must be given or other information given (clearly stated on the RFB sheet in every instance) to enable the Purchasing Agent to determine its suitability, or otherwise. WCS reserves the right, through the Purchasing Agent, to be the sole judge in such determinations. When no reference is made by the vendor to the make or grade proposed to be furnished it is understood that the specific article named in the RFB sheet will be furnished.
3. The specified make, model, or brand is a referenced or preferred item that has been established in order to facilitate this RFB project. Each item has 3 brands listed, all three of these items are acceptable. WCS will determine which brand best fits their needs according to price and quality at time of award.
4. If quantities are provided, they are approximations and may be estimates of the desired instrument(s). This may or may not be the initial purchase quantity. Quantities provided are best estimates of anticipated order quantities; however, WCS cannot guarantee fulfillment of these estimates.
5. Bids are to be valid for a minimum of 60 days. For all awarded bids, price, terms and conditions of agreement shall remain in effect for 12 months from the award date for possible additional future orders.
6. All bids are to be complete in every detail as required, and bids that are incomplete contain irregularities or are not in accordance with the specifications may be rejected.
7. The language of this request for bid 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 this request for bid and detailed purchase order shall constitute the entire agreement.

8. All packing slips and invoices must have an approved WCS PO number. We require one itemized invoice per PO which shall be presented after we receive 100% of the items on the original PO..
9. Invoices must be reflective of original bid. WCS will not be responsible for added expenses. By submission of an RFB the vendor certifies that all items are equal to or better than the referenced items and agrees to all terms and conditions stated herein. Unit prices submitted in the bid shall include all overhead, expenses, materials, supplies and shipping.
10. As previously stated, the total cost of shipping should be included in the unit prices. WCS prefers to avoid expediting or rush shipment scenarios. All shipments should be sent regular freight with standard shipping, no overnight or rush shipments should be included in the pricing. The percentage discount structure submitted in this bid should be such that the vendor's bid price (with the discount) includes all handling and shipping for each unit. Prices must also include 100% handling, material and labor costs from the manufacturer or dealer to the distribution location. To reiterate, WCS shall not be responsible for "added" expenses that are not accurately / properly disclosed on the bid form; therefore, shipments must be delivered with freight charges prepaid.
11. The awarded vendor 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.
12. WCS is a tax-exempt organization. All bids are ultimately subject to funding. Bid cost must include any / all related sales and use tax... Although WCS is tax exempt — the Bidders are responsible for any / all sales and use tax for the materials and or equipment.
13. It is the 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.
14. If at any time the awarded vendor(s) fails to perform over the term of the agreement then WCS reserves the right to negotiate with the next best bidder(s). In addition, the failed vendors may forfeit future business with WCS.
15. WCS Purchasing Department must approve any change in offers to the original bid specs.
16. The awarded vendor(s) warrants to WCS that all items delivered, and all services rendered shall conform to the specifications or descriptions and will be suitable for the particular purpose purchased, of merchantable quality, good workmanship and free from defects. Vendor extends to WCS all warranties allowed under the U.C.C. Awarded vendor(s) shall provide copies of warranties to WCS upon request. Return of any merchandise not meeting warranties shall be at the vendor's expense.
17. Liquidated Damages If items are not delivered on time as submitted on the bid cover sheet, Liquidated Damages of \$50 per day are subject to begin on the following date and continue each consecutive day until the item has been received by the Fine Arts Director. Liquidated Damages will be deducted from the bidder's invoice.

SCOPE OF WORK

WCS will be making purchases of Band Instruments, it is the desired goal of the Districts Fine Arts Director to have this equipment available and ready as soon as possible for the present school year.

EVALUATION AND AWARD

WCS will award this RFB project to the lowest and best bid as determined by the price at the Directors discretion.

- Williamson County Schools will determine the "Best" by analyzing all bid prices and identify which units submitted through the RFB process meet the individual needs of WCS and fits budget restraints.
- All bids are subject to funding.
- From this process — WCS will establish the lowest and best competitive bidders.
- WCS will establish an award based on price and best value then issue Purchase Orders accordingly.

All Invoices should reference the correct Purchase Order Number and be mailed to:

Williamson County Schools
1320 West Main street, Suite 202
Franklin, TN 37064
Attn: Mark Kinser, Fine Arts Director

WCS Projected Timetable, all dates are firm:

RFB Opening	Thursday, August 15, 2024 at 2:30 pm
WCS Purchase Orders Issued	Approximately 5 days after bid opening
PO's must be complete	By delivery date stated on the bid sheet.

ALL ITEMS WILL BE SHIPPED TO ONE CENTRAL LOCATION:

WCS TEXTBOOK WAREHOUSE
1761 WEST MAIN STREET
FRANKLIN, TN 37064
WCS RFB #1350

Bid Cover Sheet
Band Instruments Related Equipment
for Williamson County Schools

Page 1

This signed cover sheet must be the first page of the submitted proposal.

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. I recognize, by signing this document and submitting my bid in a sealed envelope with Williamson County Schools, that as the bidder I fully acknowledge and accept the language contained within this RFB document.

Signature of Authorized Bidder:

COMPANY NAME: _____

ADDRESS: _____

Office Phone Number _____

E-Mail Address:

Cell Phone Number

NON-BOYCOTT OF ISRAEL
CERTIFICATION

Tenn. Code Ann. S 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. S 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:

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

RFB # 1350 Band Instruments and Related Equipment

Bidder Name: _____

Date _____

Item Number	Quantity Needed	Description of Item	Acceptable Brand Names	Model Number	BID PRICE each per unit	Delivery Date
1	3 total	New intermediate Baritone Saxophone with low A, High F# rover ligature, protégé, Selmer C or similar mouthpiece.	Eastman	EBS543		
			Jupiter	JBS1000		
			Yamaha	YBS-480		
2	3 total	New Base Clarinet, resin or hard rubber body with Low C, Leather pads, peg, mouthpiece and Rover Ligature.	Accent	BC735C		
			Jupiter	JBC1000NC		
			Yamaha	YCL-221		
3	1 total	New 14 x 6.5 Concert Snare Drum, 8-ply maple body natural finish case and stand	Majestic	BC735CMCS1 465 MA		
			Pearl	PHP1465/N314		
			Yamaha	CSM-1465All		
4	1 total	New Euphonium Key of Bb 4 valve silver plated	Eastman	EEP826S		
			Jupiter	JEP1120S		
			Yamaha	YEP-642S11		
5	4 total	New French Horn key of Bb/F . 468 bore	Eastman	EFH462		
			Holton	H179		
			Yamaha	YHR-671		
6	5 total	New Marching Baritone, Silver Plate, .571 bore 10" yellow brass bell.	King	1127SP		
			Jupiter	JBR1101MS		
			Yamaha	YBH-301MS		

Name of Company

Item Number	Quantity Needed	Description of Item	Acceptable Brand Names	Model Number	BID PRICE each per unit	Delivery Date
7	5 total	New Marching Mellophone, Silver Plate, key of F .462 bore 10" yellow brass bell	King	1121SP		
			Jupiter	JMPIIOIMS		
			Yamaha	YMP-204MS		
8	1 total	New Piccolo	Jupiter	JPCIOIO		
			Pearl	PFP-105		
			Yamaha	YPC-32		
9	6 total	New Sousaphone 3 valve .689 bore silver finish with case	Conn	20KSBW		
			Eastman	EPH495S		
			Yamaha	JSPIIIOS		
10	1 total	New Tuba, 4/4 .689 bore 4 valve lacquer	Eastman	EBB534		
			Jupiter	JTUIIOO		
			Yamaha	YBB-321		
11	2 total	New Intermediate Bb Tenor sax, High F#, lacquer case	Eastman	ETS481		
			Jupiter	JTS 1100Q		
			Yamaha	YTS-480		
12	1 total	New Oboe, modified conservatory 3rd oct key	FOX	330		
			Jupiter	JPBIOOO		
			Yamaha	YOB-441M		