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



## RFB # 1361 WILLIAMSON COUNTY SCHOOLS District Vehicles

Williamson County Schools (WCS) is currently accepting sealed bids from qualified dealers interested in bidding on District Utility Trucks and a Cargo Van. 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: Skip Decker.

Sealed bid envelopes will be received until 10:30 am on Wednesday March 5, 2025 at which time they will be officially 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 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.

## THE FOLLOWING INFORMATION <u>MUST</u> BE PRINTED ON THE OUTSIDE OF THE SEALED BID ENVELOPE

Note: Bidders who fail to do this are subject to be rejected and may be discarded

- RFB #1361 District Vehicles
- Name of Company
- Date and time of Bid opening

#### Note: The following must be included inside the sealed bid envelope

- Signed and completed Iran Divestment Certificate
- Signed and completed Non-Boycott of Israel Certificate
- Signed and dated Bid Cover Sheet
- Specifications or bid specs that bidder would like to include

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 multiple vendors at its sole discretion. WCS desires to purchase approximately five vehicles. It is the intent of WCS to award to multiple vendors because of the various type of vehicles we are requesting. However, if one vendor has the lowest and most responsive bid on all items it is possible they may be awarded the entire project. All awards will be based on current 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 desired article. 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 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.
- 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 <u>unintentionally omitted</u> 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 PO 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. Because the WCS Purchasing Agent does not have the ability to list every specification or exact description when placing these items out for bid, the bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission. Bidder shall fully address the full intent and meaning of each aspect of the specifications or descriptions and provide a vehicle that meets or exceeds the needs of WCS.
- 13. All invoices must have an approved WCS purchase order number. WCS requires <u>one</u> itemized invoice per purchase order which shall be presented <u>after</u> WCS has received 100% complete delivery (of all vehicles on the purchase order) and to the satisfaction of the Purchasing Department.
- 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.
- 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. DELIVERY DATES: Vehicles must be delivered within the specified time frame the vendor notes on the bid cover sheet. If the vehicle has not been delivered at the time specified, WCS will have the following 3 options: 1. Applying liquidated damages of \$100 per consecutive calendar day until delivered. 2. Accept the dealer's adjusted delivery date or 3. Cancel the PO without any penalty to our organization. This decision will be determined at the appropriate time.
- 18. DELIVERIES MUST BE SCHEDULED WITH THE WCS PURCHASING DEPARTMENT, (not the department the vehicle is purchased for.)...at least 48 hours in advance of delivery. After delivery is made the awarded bidder must present a detailed, itemized, consolidated invoice. 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.

### **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 vendor, contractor its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of vendor, contractor, its subcontractors, suppliers, agents or employees.

#### SCHEDULE OF AWARD & RELATED VALUES

- Bid Opening shall be conducted at 10:30 am on Wednesday, March 5, 2025.
- WCS will establish the low bidder(s) for most vehicles by or before Friday, March 7, 2025.
- After WCS issues an intent to award the PO will be issued approximately 10 days later.

### 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...unless WCS has approved in advance and agreed to take a vehicle that has slightly over 200 miles for the purpose of receiving a discount or other justification at WCS discretion. This must be documented in writing and vendor must have pre-approval before the vehicle is delivered.
- 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.

## SUBMITTING BIDS VEHICLE SPECIFICATIONS

- Vehicle Specifications are disclosed on the following pages.
- WCS has made every attempt to list pertinent information on these specifications.
- 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 a reasonable variation of the specifications will be accepted if it is clearly marked on the bid cover sheet and does not vary more than an incremental amount.
- 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.

## **VEHICLE SPECIFICATIONS**

## <u>ITEM I</u> (3) units NEW 2024 or 2025 – 3/4 Ton Standard Cab long bed Pick-Up with utility boxes and ladder racks

- Regular Cab Rear Wheel Drive
- 8 foot Long Bed with service body and ladder racks as pictured
- Engine minimum size 5.71 with oil cooler
- Automatic Transmission with cooler
- GVWR of 8,500 or greater
- Factory installed rear view camera
- Power Steering
- Power Brakes
- Power Windows
- Power Mirrors
- Power Door Locks with 2 sets of keys
- AM-FM Bluetooth Capability
- Exterior Color / White
- Interior Color/ Gray, Tan, Black or Brown interior cloth or vinyl seats
- Towing/Trailering Package (Factory Installed of Mfg. Approved vehicle)
- Factory Installed Rear Back Up Camera
- Standard Vinyl flooring
- Service Body and Ladder Racks
- Service Body should have one central locking system per the WCS Maintenance Dept.

#### **Service Body**

Service Body shall be an aluminum body with locking compartments and ladder racks similar to the one pictured. **Acceptable Service Bodies include:** 

Omaha, Standard, Reading, Wil-ro, Knapheide or similar.

## ITEM II (1) unit New 2024 or 2025 – ¾ ton 2500 Standard Cab Long Bed Diesel Pick Up

- Standard Cab long bed 4-wheel drive
- Diesel Engine minimum size 6.71 Cummins Engine with oil cooler
- 440-amp block heater
- Automatic 6 speed Transmission with cooler
- Dual Alternator GVWR of 8,500 or greater
- Factory installed rear view camera
- Power Steering
- Power Brakes
- Power Windows
- Power Mirrors
- Power Door Locks with two sets of keys
- AM-FM Bluetooth Capability
- Exterior Color / White
- Interior Color/ Gray, Tan, Black or Brown interior cloth or vinyl seats
- Towing/Trailering Package (Factory Installed of Mfg. Approved vehicle)
- 3.73 rear end AUX switch kit
- 115-volt outlet
- Standard Vinyl flooring in cab

## Item III (1) Unit New 2024 or 2025 1500 Sprinter/Pro Master Type Low Roof Cargo Van

- 136-inch Wheelbase Cargo Van with Low Roof
- Engine minimum size 5.71
- Standard Automatic Transmission
- GVWR of 8,500 or greater
- Factory installed rear view camera
- Power Steering
- Power Brakes
- Power Windows
- Power Mirrors
- Power Door Locks with two sets of keys
- AM-FM Bluetooth Capability
- Exterior Color / White
- Interior Color/ Gray, Tan, Black or Brown interior cloth or vinyl seats
- Towing/Trailering Package (Factory Installed of Mfg. Approved vehicle)
- Standard Vinyl flooring in cab

## BID COVER SHEET Williamson County Schools RFB # 1361 District Vehicles

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

I,	(Print Name),	
carefully read the specification	(Signature),ons, terms, conditions, and instructions ge, and agree to all the language set for	contained within this document and
Notice to Bidder – If you fin then <u>do not</u> submit a bid paci	d any of the language, terms, condition kage for this project.	s, or specifications unacceptable –
•	· · · · · · · · · · · · · · · · · · ·	es, delivery dates, etc must be either except or reject any deviations
Bidders Company Name:		
Address:		
Phone Number:	Email:	
	4 Ton Regular Cab, Full size long bed P ladder racks. (3 units needed) Model or type:	ick-up with utility service body including
Model Year: V	Varranty:	
Service Body Brand	includes ladder racks	
Delivery date vendor expects th	e vehicle to be delivered	
	COST PER UNIT	\$
	Total cost for 3 units	S
Model Year: Warr	anty:	
Delivery date Vendor expects	s this vehicle to be delivered:	

# BID COVER SHEET PAGE TWO

## **ITEM II** New 2024 or 2025 ¾ ton 2500 Standard Diesel Long Bed Pick Up Truck

Make / Brand:	Model or type:
Model Year: V	Varranty:
Delivery date vendor expects t	his vehicle to be delivered
	COST PER UNIT \$
TEM III New 2024 or 2025	5 1500 Sprinter/Pro Master Type Low Roof Cargo Van
Make / Brand:	Model or type:
Model Year: V	Varranty:
Delivery date vendor expects t	he vehicle to be delivered

## 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	F
Before me personally appearedacquainted (or proved to me on the basis of satisfactor person executed the forgoing affidavit for the purposes the	y evidence), and who acknowledged that such
Witness my hand and seal at office thisda	y of
Notary Public My commission expires:	