

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



RFP # 1256
WILLIAMSON COUNTY SCHOOLS
Two-Way Radios

Williamson County Schools (WCS) is currently accepting sealed proposals from qualified two-way radio dealers interested in submitting a proposal for the district. Proposals must be submitted in a sealed envelope express mailed or hand delivered to the WCS Central Office, 1320 West Main Street, Suite 202, Franklin, TN 37064, Attn: Skip Decker.

Sealed RFP envelopes will be received until 2:30 pm on Wednesday, August 25, 2021, at which time they will be publicly opened. Faxed or Emailed proposals will **not** be accepted. Any proposals received after the specified opening time will **not** be accepted. In the event WCS must reschedule a RFP opening date or time, the specifications obtained from the WCS Purchasing Department in the RFP documents shall reflect the actual date and time. Once the sealed 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 RFP opening will take place at the aforementioned address.

THE FOLLOWING INFORMATION MUST BE PRINTED ON THE OUTSIDE OF THE SEALED BID ENVELOPE

- **RFP #1256 Two-Way Radios**
- Dealer Company Name and Address
- 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 dated Bid Cover Sheet

Williamson County Schools reserves the right to accept or reject proposals, based upon the evidence (or determined by WCS Staff) before or after the RFP 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.

The intent of this purchasing project is to establish standardization of equipment and competitive pricing for the purchase of portable two-way radio equipment to be used by various WCS staff members. Some of the Staff who will be using the two-way radios are listed below:

Teachers
Principals
Secretaries & Bookkeepers

After School Programs
Maintenance & Transportation Depts.
Security Director

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SRO Officers

Central Office Staff

The equipment will be used for communications within individual schools, county sheriff's department etc...The desire of WCS is to provide a good quality, reliable cost-effective two-way radio solution. WCS will be purchasing UHF radios that will integrate with the radios used by the Security Officer, Central Office Staff or Williamson County Emergency Management service. It is important that all radios are UHF compatible.

Over the last few years WCS has purchased hundreds of radios. The following radios have been purchased for various departments.

Hytera TC58OU-01
Vertex Standard VX-264
Kenwood TK-3312K

TRADE IN VALUE: In the future some of the schools may choose to upgrade their radios which would be one of the units listed above. When departments are making a new purchase, if a radio dealer feels he has a market for used units from the school system that may have some life remaining, it would be advantageous for WCS to trade those in. Therefore, WCS is requesting a trade in value of these type radios on the RFP cover sheet. If a proposer can re-sell radios that have been traded-in, then the vendor should list a basic trade in allowance for those units. WCS understands any radios to be traded in would be required to work and still be usable. Even if the trade in value would just be a nominal amount it would be desirable. This would not be a requirement to submit a proposal. However, if any proposer is interested this will be an incentive for WCS.

SECTION I – General Terms and Conditions

1. All proposals are to be complete in every detail as required. Proposals 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 whole proposals, split proposals, or any individual item or items within an RFP. In addition, WCS reserves the right to reject any or all submittals whichever is in the best interest of WCS.
2. WCS reserves the right to award to multiple vendors at its sole discretion. For this particular RFP project, WCS intends to purchase two-way radios based on current needs from multiple vendors. Therefore, two-way radios may be different makes or models and be priced accordingly. All units proposed must reasonably meet or exceed all the bid specifications herein.
3. All items submitted 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. Substitute Brands are not allowed. Only Brands stated on the RFP coversheet will be allowed.
5. This RFP is ultimately subject to funding (as with all WCS RFB/RFP projects). WCS is a tax-exempt organization...Although WCS is tax exempt – the Bidder - Proposer(s) are responsible for (and submitted cost must reflect) any / all sales and use tax for the two-way radios' delivery and or equipment.
6. Quantities have not been provided. WCS cannot guarantee any quantity or guarantee fulfillment of any purchase estimates at this time. Quantities will be disclosed during purchases. WCS reserves the right to increase or decrease amounts and or quantities as needed.
7. Proposals are to be valid for a minimum of 60 days or until awarded whichever comes first. WCS anticipates the award of this RFP to be on or around September 1, 2021. The first-year contract period will commence the day the RFP is awarded. The contract will run from the Proposal opening date until the following year with four (4) additional annual one-year renewals not to exceed a maximum period of five (5) years total.
8. **PRICE INCREASE:** The bid price must remain firm for the first two (2) years of this bid project. After that, beginning in year three on the anniversary date, WCS will allow an annual escalator that is not to exceed 1.5% of the original bid price. Each year going forward at the annual renewal date, WCS will allow an additional escalator not to exceed 1.5% for the remainder of the project.
9. If any two-way radio items have been unintentionally or accidentally omitted that are required for future purchases, the awarded proposer should extend a comparable discount for such items. These items may be negotiated with the awarded proposer if necessary. WCS Purchasing Department must approve any changes in offers to the original RFP specifications.
10. The language of this RFP shall be binding unless mutually amended by WCS and the awarded proposer or vendor. Issuance of an “award notice” will be considered the official project award. The terms and conditions of this RFP and detailed purchase order shall constitute entire agreement.
11. All invoices must have an approved WCS purchase order number. WCS requires one itemized invoice per purchase order which shall be presented after WCS has received 100% complete delivery (of all two-way radios on the purchase order) and to the satisfaction of the School or Purchasing Departments.
12. Invoice must be reflective of original submitted proposals; WCS will not be responsible for “added expenses”. Proposers should submit the most competitive “all in” RFP/cost. Prices must include complete shipping/delivery costs to the school or other location. The awarded Proposer / Vendors must provide full arrangements for delivery.



13. 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 if necessary. In the event an awarded vendor(s) fails to perform, WCS reserves the right to begin negotiations with the "next best proposer" to complete the projects or services. In addition, the vendor may forfeit future business with WCS.
14. RFP submittals are to be complete in every detail as required. Submittals that are incomplete contain irregularities or are not in accordance with the specifications may be rejected. WCS shall accept all proposals that are submitted properly. However, WCS reserves the right to request clarifications or corrections to proposals - if needed.
15. Awarded Vendor warrants to WCS that all items delivered, and all services rendered shall conform to the specifications or descriptions and will be fit for the particular purpose purchased. The merchandise should be of good quality and free from defects. Vendor extends to WCS all warranties allowed under the U.C.C. Vendor shall provide copies of warranties to WCS return of merchandise not meeting warranties shall be at the vendor's expense.
16. Various ancillary items are also needed when purchasing these radios and in the future. The RFP cover sheet will include a place for these items. Proposers should submit their most competitive prices on all items.

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.

1. INDEMNIFICATION /HOLD HARMLESS:

The awarded proposer 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.

2. Due to the availability of certain semiconductors, microchips, or other technical components, if you are submitting a proposal for two-way radios that would take longer than the typical delivery time frame 2-4 weeks, this must be clearly marked on the bid sheet. If a typical order is taking longer to fill at the time of this RFP then that information should be noted on the bid cover sheets.

SCHEDULE OF RFP OPENING AND AWARD



- RFP opening shall be conducted at 2:30 pm on Wednesday, August 25, 2021.
- WCS will establish the awarded proposer's *approximately* by or before September 1, 2021.

OVERALL SCOPE OF PROJECT

WCS will be making portable 2-Way Radio equipment purchases due to growth or replacement needs throughout the district for the next five years under the terms of this RFP. As previously mentioned, the bid price must remain firm for the first two (2) years of this bid project. After that, beginning in year three on the anniversary date, WCS will allow an annual escalator that is not to exceed 1.5% of the original bid price. Each year going forward at the annual renewal date, WCS will allow an additional escalator not to exceed 1.5% for the remainder of the project.

Evaluation and Award

WCS will award this bid project to the lowest and best bidders.

- WCS will determine the “best and lowest” by analyzing all proposals and identify which radio units and accessories submitted through the bid process meet or exceed specifications.
- From this process, WCS will establish the 3 lowest and best competitive bidders.
- The WCS Purchasing Department will establish and award this RFP to the best 3 overall bidders awarding each bidder 1 type of radio unit.
- Bidders should be as competitive as possible on both radios and ancillary equipment. The sum total of bid items will be taken into consideration by WCS in our evaluation process.
- WCS Staff will most likely purchase the most competitively priced units over and over. During a five-year period, it is anticipated that WCS will purchase approximately 800 – 1000 radio units.

SPECIFICATIONS FOR TWO WAY RADIOS

WCS has listed three (3) Radios that meet our Specifications. These three (3 units) listed below shall be the only two-way radios approved for WCS purchases. NO SUBSTITUTES ALLOWED.

- 1. Kenwood 1300 DU**
- 2. Motorola CP100D**
- 3. Hytera PD562I-U1**

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RFP #1256
Two Way Radios
Proposal Cover Sheet

I, _____ (print name) _____ (title)
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 proposal in a sealed envelope with Williamson County Schools, that as the proposer I am fully acknowledging and accept the language contained within this RFP document. **Notice to Proposer** – *If you find any of the language, terms, conditions, or specifications unacceptable – then please do not bid or submit a proposal package for this project.*

Signature: _____

COMPANY NAME: _____

ADDRESS: _____

Phone Number _____ E-Mail _____ Cell Phone Number _____

NOTE: All Unit prices below must include 100% shipping and handling to the WCS location needed. WCS Safety Director will program the units after delivery to WCS, therefore all software to perform this installation must be included in the price and provided to this department with initial orders or when needed for each type of unit sold. Software must be updated and provided at no additional cost during the life of this bid project. Any updates to software or related items must be furnished at no additional cost to the WCS Purchasing or Safety & Security Director or his designee in order to program the updates.

ITEM 1: Kenwood 1300 DU 2 – Way Portable Radio

Make _____ Model _____ Number of Channels _____

Warranty _____ Is this unit repairable or disposable _____

MSRP..... (Catalog Price)..... per unit \$ _____

PERCENTAGE DISCOUNT FOR Kenwood 1300 DU RADIO PURCHASES _____%

Net bid cost after discount \$ _____

ITEM 2: Motorola CP100D 2 – Way Portable Radio

Make _____ Model _____ Number of Channels _____



Warranty _____ Is this unit repairable or disposable? _____
MSRP..... (Catalog Price)..... per unit \$ _____
PERCENTAGE DISCOUNT FOR Motorola CP100D RADIO PURCHASES _____ %
Net bid cost after discount \$ _____

ITEM 3: Hytera PD562I-U1 2 – Way Portable Radio

Make _____ Model _____ Number of Channels _____

Warranty _____ Is this unit repairable or disposable? _____
MSRP..... (Catalog Price)..... per unit \$ _____
PERCENTAGE DISCOUNT FOR Hytera PD562I-U1 RADIO PURCHASES _____ %
Net bid cost after discount \$ _____

**RFP #1256
Two Way Radios
Proposal Cover Sheet
Page Two**

Company Name: _____ **Date:** _____

ITEM 4: Ancillary Items for the above proposed portable 2 way radios:

- Item 4-A Batteries..... MSRP..... (Catalog Price)... per unit \$ _____ Net bid cost \$ _____
- Item 4-B Belt clips MSRP..... (Catalog Price)... per unit \$ _____ Net bid cost \$ _____
- Item 4-C Desk charger MSRP..... (Catalog Price)... per unit \$ _____ Net bid cost \$ _____
- Item 4-D Antenna MSRP..... (Catalog Price)... per unit \$ _____ Net bid cost \$ _____

ITEM 5:

**PERCENTAGE DISCOUNT OFF MSRP FOR ANCILLARY PURCHASES
THAT MAY NOT BE LISTED ON THIS SHEET _____ %**

ITEM 6:

Trade in allowance for old/used radios that still have some residual value and are working:

1. Hytera TC58OU-01.....What type of trade in will your company provide per unit? _____
2. Vertex Standard VX-264 ...What type of trade in will your company provide per unit? _____
3. Kenwood TK-3312K..... What type of trade in will your company provide per unit? _____

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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

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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 _____