

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



WILLIAMSON COUNTY SCHOOLS RFP #1259 - CENTENNIAL HIGH SCHOOL WEIGHT ROOM EQUIPMENT

Williamson County Schools (WCS) is currently accepting proposals from qualified equipment dealers interested in the competitive procurement of weight room equipment for Centennial High School. The proposals should include all related parts, labor, material, supplies, inside delivery, professional assembly and installation of the weight room equipment to one location by a competent, experienced and qualified commercial weight room equipment dealer. You may include any related literature, brochures or written material in the proposal envelope. 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. Faxed or emailed proposals will **not** be accepted.

Sealed proposals will be received until 10:30 a.m. on Tuesday, September 21, 2021, at which time proposal envelopes will be publicly opened. Any proposals received after the specified opening time will **not** be accepted. In the event WCS must reschedule an opening date or time, the specifications obtained in the proposal documents prepared by the WCS Purchasing Department, shall reflect the actual date and time. Please read the specifications carefully. If you have questions concerning this request for proposal document, contact either Skip Decker (skipd@wcs.edu) or Joan Breeding (joanbl@wcs.edu) in the WCS Purchasing Department.

Once the sealed proposal 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. All sealed RFP envelopes must be marked **“WCS – RFP #1259 – Centennial High School Weight Room Equipment”**.

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

- WCS-RFP #1259 Centennial High School Weight Room Equipment
- Company Name & Address
- Date and Time of Bid opening

The following information must be included on the **inside** of the sealed proposal envelope:

- Completed and Signed Proposal Form
- Tennessee Drug Free Workplace Affidavit (as required by TCU 50-9-113)
- Criminal Background Compliance Affidavit (as required by TCU 49-5-413)
- Certificate of compliance with the Iran Divestment ACT

GENERAL TERMS, CONDITIONS and 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. Breach of Contract or Default by the awarded vendor may result in the loss of ability or the opportunity to propose or conduct business with WCS. In the event the awarded proposer fails to perform, WCS reserves the right to begin negotiations with the “next best proposer” in order to complete the project or services.
2. Williamson County Schools reserves the right to accept or reject proposals, upon the evidence (or determined by WCS Staff) before or after the proposal opening, that a proposer 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.
3. Please note that this project is very competitive. WCS desires to award the project to the single overall most compelling proposer as evaluated and determined by the WCS staff. This solicitation is a Request for Proposal (RFP). To reiterate, this is not a hard bid or RFB but instead is a RFP.
4. 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.
5. By signing and submitting your proposal in a sealed envelope with Williamson County Schools, proposer agrees to all of the specifications, terms, conditions and obligations of the WCS RFP document. If proposer finds any of these terms unacceptable, please do not submit a proposal.
6. Items may be awarded to the lowest proposal(s) or best overall proposal, and WCS reserves the right to award based on quality, price and availability of product specified, whichever is in the best interest of WCS. WCS reserves the right to award to multiple vendors at its sole discretion.
7. It is the intent of WCS to award to one proposer. The proposal will be awarded on an overall bottom line turnkey project basis (which is TOTAL BID COST). The proposal will be awarded based on pricing/cost and service as validated through references and other qualitative consideration as submitted through the RFP process. Award shall be made based on best or most responsive proposal as determined to be in the best interest of WCS.
8. The use of the name of a manufacturer or any special brand, model or make in describing an item or the use of detailed descriptive specifications pertinent thereto, does not restrict vendors to that manufacturer or specific article or such detailed descriptive specifications; this means or method being used simply to indicate the character, or quality of the article desired; but 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 proposal differs on the make, model, or brand specified or such detailed descriptive specifications, the manufacturer’s name and catalogue reference, together with specifications therefore must be given or other information given (clearly stated on the RFP sheet in every instance) to enable the Purchasing Department to determine its suitability, or otherwise. WCS reserves the right, through the Purchasing Manager or 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 item named on the RFP sheet will be furnished. WCS Purchasing Manager must approve any change in offers to the original specifications.

9. The specified make, model, or brand is a referenced or preferred item that is established in order to facilitate this proposal project. The item that you proposal must meet or exceed this specified item.
10. If quantities are provided, they are merely approximations and are only estimates of quantities that may be purchased.
11. Proposals are to be valid for a minimum of 30 days. For all awards, price, terms and conditions of agreement shall remain in effect for 12 months from award date for possible additional future orders.
12. The language of this request for proposal shall be binding unless mutually amended by WCS and proposer. Issuance of the purchase order will be the award notice. The terms and conditions of this request for proposal and detailed purchase order shall constitute the entire agreement.
13. Invoices must be reflective of original proposal; WCS will not be responsible for any “added” expenses. By submission of proposal, vendor certifies that all items are equal to or better than the referenced items and agrees to all terms and conditions stated herein.
14. The 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.
15. All proposals and related awards are ultimately subject to funding by WCS. WCS is a tax exempt organization. The proposer(s) are responsible for (and the proposal cost must reflect) any and all sales and use tax for the materials and/or equipment to be provided and/or used.
16. 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.
17. WCS is most interested in a bidder who will participate in a value added trade-in deal. Options regarding trade-in deduction of old/existing weight room equipment currently at CHS:
 - a. If the proposer **is** interested in purchasing the old/existing equipment at CHS and includes a trade-in deduction in the total bid cost, the equipment must be comprehensively removed from the school by/before December 10, 2021.
 - b. If the proposer **is not** interested in the old/existing equipment and does not include a trade-in deduction in the total bid cost, the equipment will remain at CHS and be sold at WCS public auction at a later date.
18. The “Total Bid Cost” line on the proposal must reflect any trade-in deduction proposer is allowing for the old/existing weight room equipment at Centennial High School.
19. This project requires a competent, qualified and experienced commercial weight/strength equipment dealer to perform 100% turnkey inside delivery, professional assembly and installation between the dates of Tuesday, November 30, 2021 – thru – Friday, December 10, 2021. For incomplete project, liquidated damages of \$100.00 per consecutive calendar day shall commence beginning on December 11, 2021 and shall accrue daily until successful completion. Said liquidated damages shall be deducted from final invoice.

20. Proposal price must include 100% of all vendor's cost of the weight room equipment including shipping/inside delivery/professional assembly/installation and delivery of equipment from the manufacturer/dealer to the school location. WCS shall not be responsible for "added" expenses that are not accurately/properly disclosed on the proposal form; therefore, shipments must be delivered with freight charges prepaid.
21. WCS anticipates issuing the award purchase order within 6 days of the RFP opening date of September 21, 2021. The successful awarded dealer shall schedule the actual delivery of equipment by appointment. **DO NOT** stagger or drop ship any of the items!
22. All packing slips and invoices must have an approved WCS purchase order number. Once project is 100% complete to the satisfaction of WCS, vendor shall submit one itemized consolidated invoice for the full amount of the project to WCS Purchasing Department. The award purchase order number must be referenced on the invoice. WCS will remit one, single payment for the project.
23. 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 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.
24. The proposer 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.
25. The proposer shall be responsible to comply with all local, state, and federal laws, regulations, licensing, permits and other requirements as applicable. All proposers must provide evidence of current business license if requested by WCS.
26. All proposals must be in strict compliance with this request for proposal. Failure to comply with all provisions of the RFP may result in disqualification. By signing the proposal, proposer acknowledges that requirements of the proposal have been read and understood. The response to the RFP may be included as an attachment to the contract to ensure compliance without any additional cost to WCS.
27. WCS will not be liable in any way for any costs incurred by any vendor for preparation of proposals, communication, travel, and any other associated expenses and/or demonstrations.
28. INSURANCE: 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 \$1,000,000 listing WCS as additional insured must be provided within 5 days after award.

SCOPE OF WORK

Williamson County Schools desires to procure heavy duty, commercial grade weight room equipment for Centennial High School, during the month of September, 2021. For any selected items that require a WCS director or coach to confirm order details such as colors, graphic designs, sizes, quantities, for specific items, these confirmations must be accompanied by authentic verification or proof of such (i.e. printed email or printed fax transmission report). Although this proposal is specifically for strength equipment and accessories, supplemental items may be negotiated by WCS and purchased.

The reference to the equipment make and models or the use of detailed descriptive specifications is used to indicate the character, or quality of item desired. All items proposed should be of equal or better than the specifications of current model being referenced. Proposer may suggest more than one make and model.

Proposer should include warranty information on a separate sheet.

Inside Deliveries must be made by appointment only.

Deliveries will be made to the following address:

Centennial High School
5050 Mallory Lane
Franklin, TN 37067
(615) 472-4270

Invoices should reference the correct purchase order number and be mailed to:

Williamson County Schools
Attn: Purchasing Department
1320 West Main Street, Suite 202
Franklin, TN 37064

SCHEDULE OF AWARD

- **Proposal opening shall be conducted at 10:30 a.m. on Tuesday, September 21, 2021.**
- **WCS will establish the low bidder by or before Monday, September 27, 2021.**

Evaluation, Selection and Award

In addition to competitive pricing, preferential consideration will be given to experienced, qualified commercial weight/strength equipment dealers who have the ability to respond quickly to service the needs of WCS and providing warranty and training on the equipment. Local dealer representation is certainly valued. The selection and award process of an RFP are by nature more subjective than that of a hard bid. Although competitive pricing is essential, it should be noted that WCS will determine and judge the most compelling and desirable proposal that serves the best interest of the Centennial High School Weight/Strength Program. Said compelling and qualitative benefits are more subjective by nature.

**WCS RFP #1259
Proposal Cover Sheet
Centennial High School Weight Room Equipment**

This proposal 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: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

By signing and submitting your bid/proposal in a sealed envelope with Williamson County Schools, proposer agrees to all of the specifications, terms, and conditions of this WCS RFP document...If you find any of these terms unacceptable – please do not submit proposal.

SIGNATURE: _____

PRINT NAME: _____ DATE: _____

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- **PLEASE INCLUDE WARRANTY INFORMATION ON A SEPARATE SHEET**
 - **PLEASE USE THE ATTACHED PROPOSAL COVER SHEETS TO SUBMIT PRICES**

Proposer: _____ Date: _____

**WCS RFP #1259
Proposal Cover Sheet
Centennial High School Weight Room Equipment**

Item	Description	Specifications	Brand and Model Offered	Qty. Est.	Price Per Unit	Total Cost	Comments
1	TORQUE siege Double Half Rack w/Single Storage	Torque X-Siege XSS-6-4-X1 with options. Back to Back Half Cages with Two Lifting Stations. Materials - 11 Gauge Steele - 3x3 Tubing Upright Height - 9 ft (XRACK-9U) Upright Color - Blue It must include following 9 features listed below:	TORQUE XSS-6-4-X1	5			
		REQUIRED FEATURES	CHECK "YES" IF INCLUDED		CHECK "NO" IF NOT INCLUDED		
	with Multi-Grip Crosses	Includes solid 1.25" diameter ergonomic handles and a 2" diameter "fat grip" straight bar for four different pull-up variations					
	with Bar Catches and Bar Supports	UHMW wear guards protect uprights and Olympic bar. Aluminum spring pins prevent them from getting knocked off.					
	with J-Hook Bar Supports	UHMW wear guards protect uprights and Olympic Bar. Aluminum spring pins prevent them from getting knocked off.					
	with Vertical Bar Catch and Hanging Storage	Provides hanging storage for resistance bands, handles, chains, etc. Allows for storage of bar catches, supports or the dip attachment. Mounts between two vertical weight storage sets					
	with Lower Band Resistance Pegs	Increases rack stability and enables resistance bands to be used with Olympic bar training.					
	with Uprights	3x3 11 gauge steele 9' - Color Blue Numbered Slots					
	with 9' Upright Vertical Weight Storage	Mounts between lower frame supports. Extra long nylon covered weight horns provide storage for weight plates on each peg. Each upright contains (4) pegs for a total of (16) pegs on double-sided rack					
2	with Landmine	3-Dimensional pivot allows a full range of motion. Molded rubber support to keep GRT centered in storage position	TORQUE GRT-102	5			
3	with Dip Attachment	Open gusset for anchoring Ergonomic 2" diameter flared handles Aluminum spring pin secures attachment to upright	TORQUE XLAB-DA	5			

Proposer: _____ Date: _____

**WCS RFP #1259
Proposal Cover Sheet
Centennial High School Weight Room Equipment**

Item	Description	Specifications	Brand and Model Offered	Qty. Est.	Price Per Unit	Total Cost	Comments
4	TORQUE Flat/Incline Utility Bench	11 Gauge Steele Double-stitched molded pads with tapered edges. Simple one-handed adjustment for 0, 15, 30, 45, 60, and 75 degree angles. Handle for portability and wheels that engage only when bench is lifted. Aluminum handled seat angle adjustment. High density urethane foot guards and rubber feet on 3-point stance.	TORQUE XFIB	10			
5	TKO 10 sided 5-100 Rubber Encased D-bell	HANDLE - Hard chrome coated 31-32mm diameter RUBBER - Virgin rubber with 7mm thickness ASSEMBLY - Solid steel machined head, press fit and welded	TKO 829TR	2			
6	Clubline 3-Tier D-bell Rack	Commercial Quality 5' 3-Tier Rack 2"x3" tubing with 11 gauge steele (2) racks hold (1) 5-100 set of dumbbells Top (2) shelves surface area of 59" x 12" Bottom shelf surface area 59" x 18"	BodySolid SDKRDB	2			
7	Service Agreement	Minimum 2 year onsite service agreement					
					Total Equipment Cost including Service Agreement		
ROOM EQ TRADE IN: 8 Hammer Strength Racks -Rusted, bolts stripped or loose 15 Power Bars Miscellaneous Dumbbells-Most have loose ends 4 land mine floor attachments					Less Existing Weight Room Equipment Trade-In Deduction		
					TOTAL BID COST		

WCS is most interested in a bidder who will participate in a value added trade-in deal. Options regarding trade-in deduction of old/existing weight room equipment currently at CHS:

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- b. If the proposer is not interested in the old/existing equipment at CHS and does not include a trade-in deduction in the total bid cost, the equipment will remain at CHS and be sold at WCS public auction at a later date.

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 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 _____, 2014
_____ 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 _____, 2014 _____.

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