

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



RFP # 1272
WILLIAMSON COUNTY SCHOOLS
AED Automated External Defibrillators

Williamson County Schools (WCS) is currently accepting sealed proposals from qualified AED 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 10:30 am on Tuesday, November 30, 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 an 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 RFP ENVELOPE

- RFP #1272 AED
- Dealer's Company Name and Address
- Date and time of Proposal opening

Note: The following must be included inside the sealed RFP envelope

- Signed and dated proposal cover sheet
- Signed and completed Iran Divestment Certificate
- Criminal Background Affidavit
- Drug Free Workplace Affidavit

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 AED equipment to be used by the WCS Health & Wellness Staff Members. The equipment will be used at Williamson County Schools & WCS Ancillary Facilities.

WCS desires to provide high quality, durable, reliable and cost-effective AED units in our facilities. WCS has purchased Zoll units for the past 14 years, to keep consistency in the brand of units at all WCS facilities, only "Zoll Plus" brand units will be accepted for this proposal project. No exceptions.

Many companies offer a rebate program or other incentive when purchasing their AED products. WCS is requiring that any rebate be included and factored into the initial proposal price. In other words, the rebate should be included in the price at the time of purchase. This would alleviate waiting for a rebate check at a later date, having to complete extra paperwork etc... Proposers should also provide a trade in allowance for our current Zoll units that are in working order but are being replaced due to age.

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 proposal, split proposals, or any individual item or items within an RFP. In addition, WCS reserves the right to reject any or all proposal submittals whichever is in the best interest of WCS.
2. WCS reserves the right to award to multiple vendors at its sole discretion if necessary. For this particular RFP project, WCS intends to purchase all AED units from one vendor. Units proposed must be a “Zoll Plus” brand, no other brands will be accepted on this RFP.
3. All units submitted must be of such character, quality and design as will serve the purpose for which it is intended to be used. The unit specified is suitable to the needs of Williamson County Schools.
4. This RFP is ultimately subject to funding (as with all WCS RFP projects). WCS is a tax-exempt organization...Although WCS is tax exempt – the Proposer(s) are responsible for (and submitted cost must reflect) any / all sales and use tax for the delivery and equipment.
5. WCS intends to replace around 26 - 35 units during the first year depending on funding. However, WCS cannot guarantee any quantity or guarantee fulfillment of any purchase estimates at this time. WCS reserves the right to increase or decrease amounts and or quantities as needed.
6. 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 December 14, 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 two (2) additional annual one-year renewals not to exceed a maximum period of three (3) years total.
7. **PRICE INCREASE**: The bid price must remain firm for the first year of this RFP project. After that, beginning in year two on the anniversary date, WCS will allow an annual escalator that is not to exceed 1.5% of the original bid price. In the 2nd 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.
8. If any specification has 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.
9. 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.

10. 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 the units on the purchase order to the satisfaction of the Nursing or Purchasing Departments.
11. 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 as noted on the purchase order. The awarded Proposer / Vendors must provide full arrangements for delivery.
12. 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.
13. 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.
14. 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. All merchandise should be of good quality and free from defects. Vendor extends to WCS all warranties allowed. Vendor shall provide copies of warranties to WCS. Return of merchandise not meeting warranties shall be at the vendor’s expense.
15. Various ancillary items may also be needed when purchasing the AED units and also in the future. The awarded proposer should submit their most competitive prices on any ancillary item if it is needed during the contract dates.
16. All units purchased by Jan 5, 2022 must be 100% delivered to the satisfaction of the Health and Wellness Director, no later than March 4, 2022, to avoid liquidated damages. If units are not delivered beginning March 5, liquidated damages of \$200 per day will begin and continue until the units are delivered. LD’s will be deducted from the awarded proposer’s invoices.

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.

SCHEDULE OF RFP OPENING AND AWARD

- RFP opening shall be conducted at 10:30 am on Tuesday, Nov. 30, 2021.
- WCS will establish and award this project (*approximately*) by or before December 14, 2021.
- Award Purchase Orders issued by/before January 5, 2022.
- All AED units must be received by before March 4, 2022 to avoid Liquidated Damages.

OVERALL SCOPE OF PROJECT

WCS will be making AED equipment purchases due to growth or replacement needs throughout the district for the next three years under the terms of this RFP. As previously mentioned, the RFP price must remain firm for the first (1) year of this bid project. After that, beginning in year two on the anniversary date, WCS will allow an annual escalator that is not to exceed 1.5% of the original bid price. The next and final year 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 proposer.

- WCS will determine the “best and lowest” by analyzing all proposals and identify which AED units and accessories submitted through the RFP process meet or exceed specifications.
- WCS will establish the lowest and best competitive proposer.
- The WCS Purchasing Department will establish and award this RFP to the best overall proposal.
- Proposers should be as competitive as possible on AED units and ancillary equipment.
- WCS will purchase several additional units during a three-year period.

SPECIFICATIONS FOR ZOLL PLUS AED

Zoll Plus is the name of the AED unit WCS will accept. Additional information can be found at the hyperlink below.

https://www.zoll.com/-/media/public-site/products/fully-automatic-aed-plus/9650-0311-05-sf_b.ashx

RFP #1272 AED 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 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. 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 WCS Staff.

ITEM 1: Zoll Plus AED Unit complete... which includes, the unit black carrying case, 5-year Adult & Childs AED CPR-D pads, scissors, gloves, etc,,with batteries.

Price per each unit \$ _____

ITEM 2: Wall Cabinet to enclose / hold the AED Unit and accessories listed above

Price per cabinet \$ _____

ITEM 3: Ancillary items:

A. Adult Replacement Pads... number of pads per package _____ **Price per package \$** _____

B. Childs Replacement Pads... number of pads per package _____ **Price per package \$** _____

C. Replacement Batteries **Price per each battery \$** _____

ITEM 4: ANNUAL MAINTENANCE & INSPECTION (if your company provides this service)

What would the cost be for each AED unit if your company completed an annual inspection /calibration of the unit, replacing batteries if needed, replacing any worn or used pads, ensuring the unit is in perfect working order and giving a detailed report of the findings.

Price of each unit Annual Inspection \$ _____

ADDITIONAL COMMENTS:

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 undersigned 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 _____