



Business Department  
School Administration Building  
304 New York Ave  
Oak Ridge, Tennessee 37830  
Phone (865) 425-9003  
Fax (865) 425-9060

## Request for Proposal

### ***Description of items/services requested:***

The Oak Ridge Schools Board of Education is soliciting proposals for a 40' X 60' Storage Building, **(RFP 20-007) Maintenance Storage Building**.

### ***General Requirements:***

Proposals, bids, or responses will be accepted by the Oak Ridge Schools Business Department no later than **02:30 PM, March 6, 2020 EDT**. Every document must be enclosed in a sealed envelope clearly marked as a bid document and include TN contractor license information. **Two full copies** of the proposal must be submitted, each with original signatures on both Bid Forms (included in this packet). Any response, bid, or proposal received after the above deadline shall be considered late, and will not be opened or considered. Facsimile or emailed responses will not be considered. Bid prices must be valid for no less than sixty (60) days from the date of the bid.

### **All documents shall be submitted to the following address:**

Mary Ann Riley, Purchasing Specialist  
**RE: (RFP 20-007) Maintenance Storage Building**  
School Administration Building  
304 New York Avenue  
Oak Ridge, TN 37830

## ***Building Specifications:***

# **Storage Building**

**Oak Ridge Schools will be seeking bids for construction of a 40' by 60' storage building at the rear of the Secret City Academy building at 1440 Oak Ridge Turnpike, Oak Ridge, TN 37830. Details listed below.**

### Structure Details.

- Roof Color---Light Gray
- Trim Color--- Gray
- Gable End Color---Gray
- Side Wall Color---Dark Gray
- Unit Size---40' By 60'
- Roof Style---Vertical Style
- Leg Style---Ladder Legs
- Framing Gauge--- 14 Gauge steel
- Leg Height---16'
- Left Side---Fully Enclosed
- Left Side Siding---Vertical
- Right Side---Fully Enclosed
- Right Siding---Vertical
- Front Siding---Vertical
- Back Siding---Vertical
- Trusses---170mph Certified
- Insulation---R17- Roof, Walls, and End Walls

### Rollup Door.

- 12' by 12'
- Color---White

### Man Door.

- 36" by 80" Walk in door in main front next to the rollup door

### Concrete.

- Footers shall be installed per the engineer specs.
- 12' by 40' 6 inches deep pad poured on the main entrance of the storage building.
- A 10' by 30' by 6" deep drive on the left side of the building connecting the concrete pad to the asphalt drive. Concrete will need to be level with the asphalt drive.

### Building Permits.

- All permits shall be obtained by the installer.
- Any City codes inspections will be obtained by the installer.
- All stamped drawing must be submitted to the city codes department to obtain proper permits.

### **Warranty and Guarantee:**

1. A written warranty from the manufacturer shall be submitted with the final billing.
2. The submitted warranty will include a detailed roster of maintenance and care instructions. The owner shall follow these instructions for the warranty to remain in force.

### **Schedule:**

1. A Prebid site walk through will be conducted on February 26, 2020 at 2:30PM EDT. Please park in the Oak Ridge Chamber of Commerce parking lot (1400 Oak Ridge Turnpike, Oak Ridge, TN 37830) and a member of the Oak Ridge Maintenance Department will meet you there.
2. Sealed bids will be opened at the School Administration Building, 304 New York Avenue, Oak Ridge, TN 37830, at **02:30 PM EDT, March 6, 2020**.
3. **Two full copies of the proposal must be submitted**, with original Bid Forms included with each copy.
4. Work must start within 60 days of order placement and be complete within 120 days.

## **Bidding Procedures/Requirements**

**Location:** All bids must be submitted to the Oak Ridge Schools Business Department at or before the announced deadline.

Mary Ann Riley, Purchasing Specialist

RE: **(RFP 20-007)**

**Maintenance Storage Building**

Oak Ridge Administration Building

304 New York Ave

Oak Ridge, TN 37830

**Award of Contract:** The owner (Oak Ridge Schools) further reserves the right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all non-conforming, non-responsive, or conditional bids. Oak Ridge Schools may conduct such investigations as it deems necessary to assist in the evaluation of any bid to establish the responsibility, qualifications, and financial ability of the bidder, proposed sub-contractors and other persons and organizations to perform the work in accordance with the contract documents to the bidder who does not pass any such evaluation to the owner's satisfaction. The contract shall be awarded to the bidder, whose evaluation by the owner indicates to the owner that the award will be in the best interest of Oak Ridge Schools. It is also understood that the "apparent low bidder" will be announced at the bid opening; however, the "successful bidder," who may or may not be the lowest bidder, will not be announced until all issues, which include, but are not limited to quality, service, conformity to specifications, etc. have been resolved and until a period of review has been completed by the owner. Oak Ridge Schools does not enter into contracts that provide for mediation or arbitration. The owner (Oak Ridge Schools) further reserves the right to reject any and all bids, to waive any and all informalities, and to negotiate contract terms with the successful bidder (e.g., product line-item deletions or adjustments), and the right to disregard all non-conforming, non-responsive, or conditional bids.

**Bid Document:** For certain projects Oak Ridge Schools will supply a bid form to be completed by the bidder. When such forms are issued, only bids returned with the proper forms will be accepted. Envelopes must be sealed and marked as a bid document. Any bid may be withdrawn prior to the date and time as set forth in the "bid invitation." **On construction related bids, the envelope must contain the following information visible from the outside: TN License number, expiration date, classifications and limitations.**

**Conflict of Interest:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the State of Tennessee, or any of its agencies (which includes Oak Ridge Schools). Further, all bidders must disclose the name of any state or Oak Ridge School employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches. Bidding by Oak Ridge School employees is prohibited.

**Contractors, Subcontractors and employees:** If work is to be performed during regular school hours when children are present, the BOE reserves the right to require background checks, dress codes, and certain ethical standards of all employees on school property.

**Controlling Documents:** Compliance with Oak Ridge Schools' purchase order will be subject to all terms and conditions which comprise Oak Ridge Schools' General and Special Bid Conditions, if any, unless an exception is taken by the bidder to which Oak Ridge Schools has concurred in writing.

**Criminal Background Compliance:** Bidders shall be required to complete the attached Criminal Background Compliance Affidavit form in compliance with the provisions of Tennessee Code Annotated § 49-5-413.

**Deadline:** Any responses received after the scheduled closing time for the receipt for responses will not be considered.

**Default of Contractor:** In the event the Contractor defaults in performing this Contract, the Contractor agrees to pay Oak Ridge Schools all reasonable costs incurred in remedying such default, including a reasonable Attorney's fee.

**Drug Free Work Place Affidavit (Attached Herewith):** Bidders shall be required to complete the attached Drug Free Workplace Affidavit form in compliance with the provisions of Tennessee Code Annotated § 50-9-113.

**Errors in Bids:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes to bids must be initialed. Any alteration, erasure, addition to or omission of required information, change of the specifications, or bidding schedule, is made at the risk of the bidder.

**Exceptions:** If the bidder takes exception to anything in the specifications or terms and conditions, the exception must be listed in bid. If necessary, you may supplement with an attachment. If no exceptions are taken, mark bid "No Exceptions Are Taken". If no comments or exceptions are furnished, it will be assumed that no exceptions are being taken.

**Facsimile or Electronic transmissions:** Electronic transmissions will not be accepted except when in the course of the bidding process addendums or other notifications of errors on behalf of the owner places an undue hardship upon prospective bidders. Written notification by the owner must precede the acceptance of Facsimile transmissions.

**Hold Harmless Agreement:** Bidders shall be required to complete the attached Hold Harmless Agreement.

**Laws and Regulations:** The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project and shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

**Legal Issues:** Contracts with Oak Ridge Schools will be subject to the laws of Tennessee. Disputes will be tried in the State of Tennessee and in the Court of Anderson County. Bid will be denied if these provisions are not included in the contract.

**Legal Requirements:** The successful bidder shall be responsible for compliance with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the items covered herein. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility for their bid.

**Non-Collusion Affidavit:** Bidder shall be required to complete the attached Non-Collusion Affidavit.

**Payments:** Invoices that are submitted to Oak Ridge Schools Business Department will be approved and processed for payment. The awarded bidder is required to provide accurate and current addresses. Payment terms shall be specified in the bid response, including any discounts for early payment. Payment will not be made by Oak Ridge Schools to contractor until the said Maintenance Storage Building is inspected and approved as meeting all specifications by persons appointed by Oak Ridge Schools.

**Public Acts of 2006:** In compliance with the requirements of Chapter 878, Public Acts of 2006, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this contract.

**Purchase:** No purchase or contract is authorized or valid until the issuance of a Purchase Order from Oak Ridge Schools and the Board of Education approval of project in accordance with Oak Ridge Schools Policy. No employee is authorized to purchase equipment, supplies or services prior to the issuance of such Purchase Order and Board of Education approval.

**Sub-contracts:** The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a sub-contract under this contract must be acceptable to the Owner.

**Taxes:** Oak Ridge Schools is exempt from federal excise taxes and from state sales taxes on purchases of tangible personal property. Copies of the appropriate exemption documentation will be provided upon request. Contractors are responsible for the payment of taxes on tangible personal property which they use in the completion of their contracts, for which sales taxes have not otherwise been paid, irrespective of who holds title to the property or for whom the work is done.

**Tie Bids:** If two or more bidders submit identical bids and is equally qualified; selection shall be made at the discretion of the owner.

**Title VI of the Civil Rights Act of 1964:** All interested parties, without regard of race, color, or national origin, shall be afforded the opportunity to bid and shall receive equal consideration. Title VI states “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity receiving Federal financial assistance.” Oak Ridge Schools strives to protect individuals’ civil rights through active compliance with the requirements of Title VI.

**Vendor Indemnify:** Oak Ridge Schools will indemnify vendor to the extent Tennessee law allows.

**Warranty:** The vendor shall provide warranty information on the equipment, components and items bid with the bid submittal.

**Bid Form**

Owner: Oak Ridge Schools Board of Education  
Mary Ann Riley, Purchasing Specialist  
**RE: (20-007) Maintenance Storage Building**  
School Administration Building  
304 New York Ave  
Oak Ridge, TN 37830

Project: **Maintenance Storage Building**  
**RFP (20-007)**

Bid Opening: **Friday, March 6, 2020, 02:30 PM EDT**  
Business Services Conference Room

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Main Bid: This amount is for the ***Construction of a 40ft. X 60ft. Storage Building for the rear of the Secret City Academy building including all specifics as listed on Page 2.***

Bid Amount: \_\_\_\_\_ USD.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Please attach detailed specifications for storage building bid.**

**Please include TN License number, expiration date, classifications and limitations on outside of bid envelope.**

**DRUG-FREE WORKPLACE AFFIDAVIT**

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with Oak Ridge School District to provide construction services, 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. § 50-9-113 which requires each employer with no less than five (5) employees receiving pay who contracts 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 the terms of T.C.A. § 50-9-113.

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:** \_\_\_\_\_

**CRIMINAL BACKGROUND COMPLIANCE AFFIDAVIT**

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an Employer contracting with the Oak Ridge School Board of Education to provide services having direct contact with children or access to grounds of an Oak Ridge 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. § 49-5-413 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:** \_\_\_\_\_

**HOLD HARMLESS AGREEMENT**

This Hold Harmless Agreement is between

\_\_\_\_\_ Name of Contractor  
(hereinafter Contractor), and Oak Ridge Schools named in this bid.

Contractor agrees that as a condition precedent to "Contractor" being awarded a contract from Oak Ridge Schools, "Contractor" agrees to indemnify, protect, defend, and hold harmless Oak Ridge Schools, its Board Members, agents, and employees from all judgments, claims, demands for payment, suits or actions of every nature and description brought against Oak Ridge Schools, its Board Members, agents, and employees alleging injuries or damages sustained by any person arising out of or in the course of "Contractor's" providing goods or services to Oak Ridge Schools.

Name of Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF TENNESSEE**

County of Anderson

\_\_\_\_\_ personally appeared before me, the undersigned, with whom I am personally acquainted and who, upon oath, acknowledged that he/she/it executed the within instrument for the purposes therein contained, and who further acknowledge that he/she/it is authorized to execute this interment on behalf of

\_\_\_\_\_.

\_\_\_\_\_  
Signature

Witness by hand and Notaries seal at office this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**My Commission Expires:** \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

NON-COLLUSION AFFIDAVIT TO BE EXECUTED  
BY DESIGN-BUILDER

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder neither possesses a business relationship with any employee of the District which may be involved in the award or administration of the project nor has received or solicited either directly or indirectly any inside information from an employee of the District which would give the bidder an advantage over any other bidder; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Typed Name of Officer

\_\_\_\_\_  
Office

WARNING! PROPOSALS WILL NOT BE CONSIDERED UNLESS THIS AFFIDAVIT IS COMPLETED AND EXECUTED, INCLUDING THE AFFIDAVIT OF THE NOTARY AND THE NOTORIAL SEAL.

**IRAN DIVESTMENT ACT REQUIREMENTS**

Pursuant to *Tennessee Code Annotated* § 12-12-106 (as enacted by Chapter 817 of the Public Acts of 2016) the chief procurement officer for the State of Tennessee shall publish a list of persons determined to be engaging in investment activities in Iran. The list is posted on the website of the Tennessee General Services Department’s Central Procurement Office\*. When competitive bidding is required, *Tennessee Code Annotated* § 12-12-111 requires every bid or proposal submitted to a local government for goods or services to include the following statement, subscribed or affirmed by the bidder as true under the penalty of perjury:

**CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid 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 *T.C.A.* § 12-12-106.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Name of Firm/Company*

\*<https://tn.gov/assets/entities/generalservices/cpo/attachments/List of persons pursuant to Tenn. Code Ann. 12-12-106. Iran Divestment Act-July.pdf>