



Business

Department

School Administration Building

304 New York Ave

Oak Ridge, Tennessee 37830

Phone (865) 425-9005

Fax (865) 425-9060

## Request for Proposal

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

The Oak Ridge Schools Board of Education is soliciting proposals **Waste Container Services for the district – RFP 24-007.**

### *General Requirements:*

Proposals, bids, or responses will be accepted by the Oak Ridge Schools Business Department no later than **2:00 PM EST, March 7, 2024.** Every document must be enclosed in an envelope clearly marked as a bid document. 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. 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: Waste Container Services

(RFP 24-007)

Oak Ridge Schools

304 New York Ave

Oak Ridge, TN 37830

**General Specifications:**

- Containers are to be furnished and maintained by the Contractor. Any variations of containers such as but not limited to size must be noted.
- Contractor will change out containers on an annual basis or provide an annual cleaning service for each container.
- Contractor will provide repair service for any damage to doors/lids that do not close properly within 48 hours of being notified.
- All container enclosure gates will be properly closed and secured after each service.
- Any reduction in the number of scheduled trash pickups by the Contractor will be credited against additional trash pickups requested by the District. The daily schedule is defined as five (5) pickups per week (one each weekday) except as modified by the holiday schedule or scheduled breaks.
- Contractor will provide the method or schedule used for calculating the fuel and mileage charges.
- Contractor to submit unit costs for “Additional Services” which shall include the following:
  - One additional weekday pickup of one (1) container at any single location
  - One additional weekend or evening pickup at any single location
  - One additional container added at any single location
- Contractor must provide a written description of any variations or exceptions to the above schedule included in the bid amount. No changes will be made during the term of the contract without written approval from the District.
- Any agreement between the selected Contractor and the District may be cancelled by either party upon submission of written notification thirty (30) days in advance of termination of services. Failure by the Contractor to provide the scheduled services for three (3) consecutive weekdays may result in termination of any obligation to the Contractor on the part of the District.
- Invoices to and payments by the District shall be made monthly
- The contract is for one (1) year and the District reserves the right to extend the contract annually for five (5) years.
- Charges for additional services must be itemized and payments for such services will be added to the regular monthly payment.
- No trash service is required on the following holidays:

Labor Day	Christmas Day	Independence Day
Thanksgiving Thursday	New Years Eve	Good Friday
Thanksgiving Friday	New Years Day	Memorial Day
Christmas Eve	Martin Luther King Day	

- Contractor must provide a written description of any restrictions regarding use of containers as to type, size, weight, etc. of trash or debris placed in the containers. (Attach with you your bid response)
- Contractor will provide and add alternate proposal for providing single stream recycling services in addition to the waste removal services.
- Proposal will include the cost of receptacles, pick-up, and removal on a 1 x per week basis.
- Contractor will provide a designated customer service contact to resolve issues in a timely manner.
- Contractor must make every attempt to maintain a standardized schedule of service.

**Locations, Container Sizes, and Pickup Dates/Times:**

<b>BUILDING</b>	<b>LOCATION/ADDRESS</b>	<b>WEEKLY SERVICE</b>	<b>MONTHLY COST</b>
School Administration Building	304 New York Ave	1 – 6 yd - Daily	
Glenwood Elementary	125 Audubon	1 – 8 yd – T/Th	
Glenwood Cafeteria		1 – 6 yd – Daily	
Linden Elementary	700 Robertsville Rd	1 – 8 yd – Daily	
Linden Recycling		1 – 8 yd – F	
Willow Brook Elementary	298 Robertsville Rd	1 – 6 yd – M/W/F	
Willow Brook Cafeteria		1 – 6 yd - Daily	
Woodland Elementary	168 Manhattan Ave	1 – 6 yd – M/W/F	
Woodland Elementary Cafeteria		1 – 6 yd - Daily	
Jefferson Middle School	200 Fairbanks Rd	1 – 6 yd – M/W/F	
Jefferson Middle Cafeteria		1 – 6 yd - Daily	
Robertsville Middle School	245 Robertsville Rd	1 – 8 yd – T/Th	
Robertsville Middle Cafeteria		1 – 6 yd - Daily	
Robertsville Recycling		1 – 8 yd - F	
Oak Ridge High School	127 Providence Rd	1 – 6 yd – T/Th	
ORHS Gym		1 – 6 yd - Daily	
ORHS Cafeteria		1 – 6 yd - Daily	
ORHS – Secret City Academy		1 – 6 yd – T/Th	
ORHS – Recycling @ Cafeteria		1 – 8 yd - F	
ORHS – Recycling	127 Providence Rd	1 – 8 yd - F	
Oak Ridge Preschool	157 Carver Ave	1 – 6 yd - Daily	
Blankenship Field	144 Broadway Ave	1 – 8 yd – Will Call	

### Submission Requirements:

1. A detailed bid form, which includes quantity and unit cost must be included in the bid package. Please include specification sheets on all products/terms.
2. **Two full copies of the proposal must be submitted**, with original Bid Forms included with each copy.
3. A detailed description of all warranties and support for equipment and software must be included.
4. Any renewal costs (if any) shall be included in notes on the Bid Form. Specifically, anticipated annually recurring costs for maintenance, support, and upgrades, if any, must be listed.
5. The amount listed on the Bid Form should reflect the **total implementation costs** of this project as submitted.
6. A copy of your W-9 should be included with bid documents.
7. Any questions should be directed to Mary Ann Riley via email: [orspurchasing@ortn.edu](mailto:orspurchasing@ortn.edu)
8. References are required of those bidders who have NOT done business with Oak Ridge Schools. Please submit references on a separate sheet with business name, address, phone number and contact name if known.

### Schedule:

1. **The contract for bid services will begin July 1, 2024. The school year runs from July 1, 2024 to June 30, 2025.**
2. Sealed bids will be opened at the School Administration Building, 304 New York Avenue, Oak Ridge, TN 37830 at **2:00 PM EST March 7, 2024.**

## Bidding Procedures

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

Mary Ann Riley,  
Purchasing Specialist  
Waste Container Services  
RFP 24-007  
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. Price will be the primary factor when determining the successful bidder assuming all bid specifications are met. 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 the Owner 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."

**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.

**EDGAR Certification:** The EDGAR certifications and provisions are required and applied when Oak Ridge Schools expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**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.

**Facsimile 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 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. Bids will be denied if these provisions are not included in the contract.

**Non-Boycott of Israel Affidavit:** Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to TCA 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

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

**Payments:** Invoices that are submitted by the awarded bidder are required to provide accurate and current addresses. Payment terms shall be specified in the bid response, including any discounts for early payment. The Oak Ridge Schools Business Department discourages the practice of picking up checks in person unless there is an emergency situation.

**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.

**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.

**Taxes:** Oak Ridge Schools is tax exempt.

**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  
School Administration Building  
304 New York Ave  
Oak Ridge, TN 37830

Project: **Waste Container Services**  
**RFP 24-007**

Bid Opening: **2:00 PM EST, March 7, 2024**

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

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

\_\_\_\_\_

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

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

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

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

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

**Main Bid:**     *Please fill out the following page and return a copy with your proposal.*

**Bid Amount:**  
TOTAL COST                    \$ \_\_\_\_\_ USD

**Please attach detailed specifications.**



**PLEASE FILL OUT THIS PAGE AND RETURN A COPY WITH YOUR PROPOSAL.**

**Locations, Container Sizes, and Pickup Dates/Times:**

<b>BUILDING</b>	<b>LOCATION/ADDRESS</b>	<b>WEEKLY SERVICE</b>	<b>MONTHLY COST</b>
School Administration Building	304 New York Ave	1 – 6 yd - Daily	
Glenwood Elementary	125 Audubon	1 – 8 yd – T/Th	
Glenwood Cafeteria		1 – 6 yd – Daily	
Linden Elementary	700 Robertsville Rd	1 – 8 yd – Daily	
Linden Recycling		1 – 8 yd – F	
Willow Brook Elementary	298 Robertsville Rd	1 – 6 yd – M/W/F	
Willow Brook Cafeteria		1 – 6 yd - Daily	
Woodland Elementary	168 Manhattan Ave	1 – 6 yd – M/W/F	
Woodland Elementary Cafeteria		1 – 6 yd - Daily	
Jefferson Middle School	200 Fairbanks Rd	1 – 6 yd – M/W/F	
Jefferson Middle Cafeteria		1 – 6 yd - Daily	
Robertsville Middle School	245 Robertsville Rd	1 – 8 yd – T/Th	
Robertsville Middle Cafeteria		1 – 6 yd - Daily	
Robertsville Recycling		1 – 8 yd - F	
Oak Ridge High School	127 Providence Rd	1 – 6 yd – T/Th	
ORHS Gym		1 – 6 yd - Daily	
ORHS Cafeteria		1 – 6 yd - Daily	
ORHS – Secret City Academy		1 – 6 yd – T/Th	
ORHS – Recycling @ Cafeteria		1 – 8 yd - F	
ORHS – Recycling	127 Providence Rd	1 – 8 yd - F	
Oak Ridge Preschool	157 Carver Ave	1 – 6 yd - Daily	
Blankenship Field	144 Broadway Ave	1 – 8 yd – Will Call	

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

\*Please be sure to include all costs of implementation in the total (any surcharges, charges to be incurred, etc.).

**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** \_\_\_\_\_

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

\_\_\_\_\_ 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 CONTRACTOR

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 \_\_\_\_\_, \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Signature

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

\_\_\_\_\_  
Office

\_\_\_\_\_  
Notary Seal

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\\_Annotation\\_12-12-106\\_Iran\\_Divestment\\_Act-July.pdf](https://tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Annotation_12-12-106_Iran_Divestment_Act-July.pdf)

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

**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 \_\_\_\_\_