

ROANE COUNTY PURCHASING DEPARTMENT REQUEST FOR QUALIFICATIONS

Roane County is issuing this Request for Qualifications (RFQ) for the service(s) listed below, subject to the terms and conditions of the Request for Qualifications, the accompanying specifications, and the Roane County Purchasing Manual.

At the appointed time the responses will be publicly opened in the office of the Roane County Purchasing Agent at the above address. Submissions arriving in the Purchasing Department past the appointed date and time will be considered late and will not be opened.

Deliver Responses To:

ROANE COUNTY PURCHASING DEPARTMENT
200 EAST RACE STREET, SUITE #3
KINGSTON, TENNESSEE 37763

**Request for Qualifications Number: 2015-1005/ALL FUNDS
BRUSH GRINDING**

Open Date & Time: JUNE 18, 2015 at 2:00 p.m. (Eastern Time Zone)

The Submission Envelope must show the RFQ Number, Name & Opening Date.

PURCHASING CONTACT INFORMATION

Lynn Farnham, CPPO, CPPB
Phone: 865-376-4317
Fax: 865-376-4318
Email: lynn.farnham@roanecountytn.gov

TERMS & CONDITIONS

1. Attached are instructions and conditions for submitting a RFQ for Roane County Government. The objective of this RFQ is to select successful responders in such a manner as to provide for open and free competition and comparability.

RFQ PREPARATION & SUBMISSION

1. Responders are expected to examine specifications, terms and conditions, general or special conditions, and all instructions for the purpose of this RFQ. Failure to do so will be at the responder's risk.
2. All RFQ's shall be in accordance with the instructions and specifications included in this RFQ. Specifications are intended to be open and non-restrictive.
3. It shall be the sole responsibility of the responder to make certain that all responses are in proper form are submitted to the Purchasing Department as described below.
4. All original forms must be signed by a person with authority to bind the RFQ.
5. On the outside of the envelope/package mark the RFQ as follows:
 - Vendor Name & Address
 - RFQ Number
 - RFQ Date & Time
6. The RFQ must then be in a sealed envelope/package mailed or delivered to the following address:

Roane County Purchasing Department
200 East Race Street, Suite #3
Kingston, Tennessee 37763

Please note that Roane County does not receive a guaranteed delivery time for express mail and/or packages. Please mail accordingly.

12. Sealed written responses will be received at the time and place specified on the RFQ. Postmark on the RFQ by this date will not suffice. RFQ's must be received on or before the date and time stated. Faxed responses will not be accepted.

LATE RECEIPT OF THE RFQ

1. The RFQ and modifications or withdrawals thereof received after the time set for opening will not be considered, unless they are received before the award is made and it is determined by Roane County that failure to arrive on time was due solely to a delay in delivery for which the responder has no responsibility.
2. RFQ's must be in the Purchasing Department prior to 2:00 p.m. on the appointed date. Time will be determined by the clock in the Roane County Purchasing Department and once Purchasing Agent/or their designee announces the time is 2:00 p.m., no other RFQ's will be accepted.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

1. It is the responsibility of the responder to review the entire RFQ document and to notify the Purchasing Agent if the RFQ is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested.
2. Pursuant to TCA §12-4-126, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda will be issued within less than forty-eight (48) hours of the bid opening day, excluding weekends and legal holidays designated in §15-1-101 unless the RFQ deadline is extended for a reasonable time as determined by the purchasing agent, which shall not be less than forty-eight (48) hours excluding

weekends and legal holidays designated in §15-1-101, to allow for any necessary changes to the RFQ documents and to allow responders to resubmit their responses accordingly.

3. Any questions concerning this RFQ are to be faxed to the Purchasing Department. Questions will be answered via addenda. Information obtained from any office other than the Purchasing Office is not to be considered binding.

RFQ OPENING & AWARD

1. RFQ's will also be examined for compliance with specification and conditions outlined in the RFQ document.
2. Consideration will be given to all RFQ's properly submitted. RFQ's will receive appropriate confidentiality before awarding. Upon award, RFQ documents and evaluation documents will be available for review. Errors discovered after public opening may not be corrected, and the responder may be bound to honor RFQ as submitted. After investigation of the nature of the mistake, the Purchasing Agent may allow the RFQ to be withdrawn.
3. The contract will be awarded in writing to the most responsive responder whose RFQ conforms best to the RFQ. It is the intent of Roane County to involve and utilize the best services with the best qualifications and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the county. However, currently there are no set asides for small or minority firms.
4. Since this is an RFQ, pricing is not requested and will not be a consideration of award. The purpose of an RFQ is to establish qualified contractors to do the services requested herein. The award may be made to one or all responders. Those found to be qualified to provide the services requested may be contacted as the need arises to have the service provided.
5. As departments have a need for the services, they may contact any or all of the successful responders to provide a price quote for specific projects. It is the intention of the RFQ that the requisitioning department will choose the contractor based on the following criteria: lowest price and the contractor able to provide the service when needed. Based on the project other factors may be considered for contractor selection.
6. Roane County reserves the right to accept or reject any or all RFQ's and to waive informalities and minor irregularities in the responses received.

PROTEST PROCEDURE

1. If a responder does not agree with the RFQ award, they have the right to protest. Disputes arising from the award of this RFQ must be submitted in writing to the Roane County Purchasing Department no later than seven (7) days from date of RFQ award. The steps for dispute resolution may include:
 - A meeting with the Purchasing Agent, the requisitioning department's manager and representatives from the disputing party to discuss and resolve the complaint.
 - Information from the aforementioned meeting will be forwarded to the County Attorney for review.
 - A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
 - Purchases will not be allowed under this procurement until a final decision is rendered.
 - In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures will be used.

APPROPRIATION

1. In the event no funds are appropriated by Roane County for the services in any fiscal year or insufficient funds exist to purchase the services, then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

VENDOR REQUIREMENTS

INSURANCE

1. The successful responder(s) will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property, for Bodily Injury and Property Damage Liability in the amount of no less than \$1,000,000, for Products and Completed Operations Liability of no less than \$1,000,000 and from claims for damage to any Roane County property. Additional insurance requirements may be listed any Special Terms & Conditions or in the RFQ Specifications. This insurance company shall have a Best's rating of A or better. Any deviations from the above requirements must be disclosed in the RFQ submission.
2. The successful responder(s) shall furnish a Certificate of Insurance issued by their insurance company showing that Roane County as an additional insured. Carrier will assume full common liability of all shipments.

COMPLIANCE WITH ALL LAWS

1. The successful responder is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

GOVERNING LAW

1. This contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Roane County, Tennessee. The Courts in Roane County shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

BUSINESS LICENSES

1. Responders are required to have a current business license prior to the RFQ being awarded. If the Responder is an out of county vendor it is the responder's responsibility to determine if a Roane County Business License is required by contacting the Roane County Clerk at 865-376-5556.
2. A Business Tax & License Affidavit is required to be submitted with the RFQ.

INDEMNIFICATION/HOLD HARMLESS

1. The successful responder shall indemnify, defend, save and hold harmless all departments of Roane County Government and/or the Roane County Board of Education, 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 successful responder, its subcontractors, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the successful responder, its subcontractors, suppliers, agents or employees until the contract terminates.

VENDOR PERFORMANCE

1. If the successful responder fails in full or part to perform or comply with any provision of this contract or the Terms & Conditions of any documents referenced and made a part hereof, Roane County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a Breach of Contract. Successful responders with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any successful responder with continued poor performance will be removed from the potential vendor list for one year.
2. Roane County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Roane County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Roane County reserves the right to purchase its requirements elsewhere, with or without competitive RFQ.
3. Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market so as to replace the item(s) rejected and/or not received. On all such purchases, the successful responder agrees to promptly reimburse the county for excess costs incurred by such a purchase.

BREACH OF CONTRACT

1. A party shall be deemed to have breached the contract if any of the following occurs:
 - Failure to provide the services that conform to contract requirements.
 - Failure to maintain/submit any report required hereunder.
 - Failure to perform in full or in part any of the other conditions of the contract.

CONTRACT TERMINATION FOR CAUSE

1. If the successful responder fails to properly perform its obligations under this contract in a timely or proper manner, or if the successful responder violates any terms of this contract, the county shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

CONTRACT TERMINATION FOR CONVENIENCE

1. The county may, by written notice to the successful responder, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the county. The county must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The successful responder shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the county be liable to the successful responder for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

BOOKS AND RECORDS

1. The successful responder shall maintain all books, documents, accounting records and other evidence pertaining to the services provided under this contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by county or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested.

INVOICES AND PAYMENTS

1. Payment will be made within 30 days after receipt of invoice for services included in this RFQ, whichever is later.
2. Roane County Government is not subject to taxation. A tax exemption certificate will be provided upon request.

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

1. Successful responder agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Successful responder shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Successful responder covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Successful responder covenants that it does not engage in any illegal employment practices.
2. Successful responder covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest; that would conflict in any manner with the provision of its goods or performance of its services. The successful responder warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Roane County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to successful responder in connection with any goods provided or work contemplated or performed relative to the agreement.
3. No employee or member of the Roane County's governing bodies shall participate in the selection or award of a contract if a conflict of interest, real or apparent, would be involved.
4. Officers, employees or officials of the Roane County Government shall neither solicit nor accept gratuities, favors or anything of more than nominal monetary value from vendors or parties to subcontracts.

**2015-1005/ALL FUNDS – BRUSH GRINDING
VENDOR INFORMATION SHEET
(Please fill out completely)**

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a RFQ and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this RFQ.

1. Vendor Name _____

2. Address _____

City _____ State _____ Zip Code _____

3. Contact Person (Please Print) _____

4. Telephone Number _____ Fax Number _____

5. Vendor's e-mail address _____

6. Authorizing Signature _____

7. Title of Person Signing RFQ _____

8. If addenda were issued, please acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

SCHOOL CONTRACTS ONLY

CRIMINAL HISTORY RECORDS CHECK – Do you agree to comply with Public Chapter 587 of 2007 which requires all contractors to facilitate a criminal history check, including fingerprinting, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee or subcontractor's personnel before permitting the employee or subcontractor's personnel to have contact with students or enter school grounds?

_____ Yes _____ No

**2015-1005/ALL FUNDS – BRUSH GRINDING
NON –COLLUSION, INDEPENDENT PRICE DETERMINATION,
NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT**

I do hereby certify that this RFQ is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive pricing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards and that no collusion with another firm was used in preparation of this RFQ.

I also certify that this firm does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his employees any segregated facilities at any of its establishments, and further, that the firm does not and will not permit their employees to perform their services at any location under this contract where segregated facilities are maintained.

By submission of this RFQ, the responder certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

I further certify that during the RFQ solicitation and/or during the performance of this contract that neither it nor its principals will participate in lobbying activities in conjunction with this project.

I agree to all terms and conditions of this RFQ and certify that I am authorized to sign this affidavit for the vendor.

Please indicate which of the following apply to your company. This information is requested for information purposes only. Roane County currently has no policy that allows for set asides or preferences for woman owned or minority owned businesses.

African American Owned
 Caucasian Owned
 Native American Owned
 Other Owned

Asian Owned
 Hispanic Owned
 Woman Owned

Signature

Title

2015-1005/ALL FUNDS – BRUSH GRINDING

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Roane 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 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 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 foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires _____.

**2015-1005/ALL FUNDS – BRUSH GRINDING
STATEMENT OF COMPLIANCE CERTIFICATE
ILLEGAL IMMIGRANTS**

EACH SUCCESSFUL RESPONDER RFQING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that _____ have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I, attached herein for reference.

- All Responders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their RFQ that attests that such Responder shall comply with requirements of Chapter no. 878.

Signed: _____

State of _____)
) ss
 County of _____)

Personally appeared before me, _____ the undersigned Notary Public, _____, the within named bargain or, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the _____, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this _____ day of _____, 20__.

 Notary Public

My commission expires _____

Statement of Compliance – Illegal Immigrants

**2015-1005/ALL FUNDS – BRUSH GRINDING
BUSINESS TAX & LICENSE AFFIDAVIT**

The undersigned, ("Affiant"), states that he/she has legal authority to swear this on behalf of _____ ("Successful responder"); that Successful responder is not in any manner in violation of *Tennessee Code Annotated, §5-14-108(l)* which provides that *"no purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent"*.

Affiant affirms and warrants that Successful responder's licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Successful responder is licensed and pays business taxes in _____ County, Tennessee.

AFFIANT

By: _____

Title: _____

Date: _____

Witness: _____

Date: _____

2015-1005/ALL FUNDS – BRUSH GRINDING SPECIFICATIONS

The purpose of this Request for Qualifications is to identify qualified contractors for Brush Grinding. Once established as a qualified contractor, you will be contacted to examine the pile(s) of brush to be ground. Pricing on Brush Grinding will be requested as the need arises.

SCOPE OF WORK

Contractor is to supply all labor and materials, equipment, and any other accessories necessary to Grind Brush at the Roane County Recycle Center.

The contractor will be responsible for grinding all brush that is stored at the Roane County Recycle Center at intervals set by the Director of Solid Waste. Grinding, if needed will typically be done in the fall.

All brush is to be ground into a material suitable for mulch.

This contract may also be used in the event of a disaster that may require FEMA or TEMA's involvement.

REQUIRED DOCUMENTS

The following documents must be returned in the envelope:

- Vendor Information Sheet
- Non-Collusion, Independent Price Determination, Non-Discrimination, Non-Debarment & Lobbying Affidavit
- Business Tax & License Affidavit
- Certificate of Insurance issued by the Contractor's Insurance Company.

Include a list of the equipment that will be used in the execution of this contract.

CONTRACT

Roane County's Purchase Orders and the Terms & Conditions and the Specifications of this Invitation to Bid will serve as the contractor's contract.

COMPLIANCE

1. If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Roane County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Roane County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Roane County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Roane County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
2. Roane County does not guarantee any quantities of goods or services to be purchased from of this term Contract. Roane County does not have an exact dollar amount that was procured for these types of goods/services.

TERM OF THE CONTRACT

The term of the contract is for fiscal year beginning July 1, 2015 through June 30, 2016.

BID RENEWAL

Roane County reserves the right to renew all aspects of the bid one year at a time for an additional two (2) years based on a firm fixed price. Roane County Purchasing will notify the vendor of their intention to renew this contract prior to June 1 of the proposed renewal year. This renewal is not automatic and will be based on an annual review of the contract.

Roane County reserves the right to purchase these items/services from other sources if the need arises. Roane County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Roane County desire not to renew, no reason needs to be given.