

2022-14-204 – ENGINEERING SERVICES

The Roane County Purchasing Department will receive sealed Statements of Qualifications for **Engineering Services for the Roane County Public Utility Board (RCPUB) (Sewer)** as specified herein. For the purpose of this RFQ Roane County & RCPUB are interchangeable. Statement of Qualifications are to be received by **2:00:00 p.m. on Tuesday, May 24, 2022**. Late submittals will neither be considered nor returned. **Pages 10-14 must be returned in your envelope for your Proposal to be considered.**

Deliver Statement of Qualifications To:

Proposal Number #2022-11-143
Roane County Purchasing Department
200 East Race Street, Suite 3
Kingston, Tennessee 37763

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

Purchasing Contact Information

Lynn Farnham, CPPO, CPPB
Roane County Purchasing Agent
Phone: 965-376-4317
Fax: 865-376-4318
Email: lynn.farnham@roanecountytn.gov

GENERAL TERMS & CONDITIONS

1. Addenda

No modifications to the Request for Statement of Qualifications (RFQ) shall be binding upon the Roane County or the RCPUB unless made in writing by an authorized representative of the Roane County Purchasing Department. Addenda, if issued, are sent to registered vendors. Prior to submitting a Statement of Qualifications, it is the responsibility of the vendor to ascertain that they have received all addenda issued and propose accordingly.

Pursuant to TCA §12-4-126, questions regarding the specifications or RFQ procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the proposal opening date. No addenda will be issued within less than forty-eight (48) hours of the proposal opening day, excluding weekends and legal holidays designated in §15-1-101 unless the proposal opening 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 RFQ documents and to allow responders to resubmit their responses accordingly.

All questions concerning the RFQ are to be submitted in writing to the Purchasing Department. Information obtained from any other source is not to be considered binding.

2. Appropriation

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

3. Assurance Statement:

- i. The vendor hereby agrees that it will comply with:
- ii. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- iii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iv. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- v. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- vi. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vii. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- viii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- ix. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- x. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.

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- xi. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

4. Availability of Requested Items

Vendors must accept responsibility for verifying availability of specified items prior to responding to this RFQ. If specified items are discontinued, replaced or will not be available for an extended period of time, the vendor shall notify the Purchasing Department no less than 96 hours prior to the proposal deadline, excluding weekends and legal holidays.

5. Award - Evaluation

The right is reserved, as the interest of the Roane County may require, to reject any and all Statement of Qualifications and to waive any informality in Statement of Qualifications received. Roane County reserves the right to make an award on all items or on any of the items and for an item quantity less than the quantity proposed upon unless qualified by specific limitation of the Vendor. Contract award, if made, shall be to the responsive, responsible Vendor submitting the lowest proposal and/or who scores higher on the evaluation criteria included in the RFQ. (*Responsive Vendor* is defined as a Contractor, business entity or individual who has submitted a proposal that fully conforms in all material respects to the RFQ and all of its requirements, including all form and substance. *Responsible Vendor* is defined as a Contractor, business entity or individual who has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.) In the event tie Statement of Qualifications are totally equal, selection shall be made by publicly witnessed drawing of lots. Disputes arising from the award of this proposal must be submitted in writing to the Purchasing Department and received no later than five (5) calendar days from contract award date.

The contract will be awarded to the Vendors whose proposal is the lowest from a responsive and responsible Vendor for the area of distribution. Vendors are requested to note on their proposal document that is submitted if they will honor proposal pricing for one year from the award date.

Roane County reserves the right to accept or reject any or all Statement of Qualifications, and does not guarantee that a contract will result from this RFQ. Roane County reserves the right to award to the responsible Vendor whose proposal, conforming to all the material terms and conditions of the RFQ, is found to be the most qualified vendor and meets all of the requirements of the RFQ. The Vendor may be required by Roane County to prove their financial and productive capacity to perform the requirements of this RFQ. Vendor shall be prepared to supply the Roane County, upon request, three (3) customer references of similar work performed by the Vendor.

6. Background Check – School Projects

Any employee of the successful vendor or sub-contractor must submit to a criminal history, records check prior to the employee having contact with students or entering school grounds when students are present. Reference TCA § 49-5-413 as amended in Public Chapter 1080. This check is at the vendor's expense and is conducted by a qualified Contractor that follows the standards of the Tennessee Bureau of Investigation and the Federal Bureau of Investigation.

7. Bankruptcy or Insolvency

In the event of any voluntary or involuntary proceedings by or against either party in bankruptcy or insolvency, or for the appointment of a receiver, trustee or an assignee for the benefit of creditors of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, Roane County may cancel this contract or affirm the contract and hold the seller responsible for damages.

8. Proposal Acceptance

Prices quoted shall be held firm and subject to acceptance by Roane County for a period of 60 calendar days from the proposal deadline, unless the Vendor indicates otherwise in their proposal or a different number of days are included in the RFQ. If awarded, within the time frame specified, Vendor agrees to furnish all supplies/services described or specified at the prices and delivery time quoted.

9. Business Licenses

Vendors located in Tennessee are required to have a current business license issued by the State of Tennessee at the time the Statement of Qualifications are submitted. Vendors located outside Tennessee are required to obtain a business license issued by the State of Tennessee and in Roane County if the project cost is over \$50,000.

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10. Compliance with Applicable Laws

Contractor 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.

11. Conflict of Interest

No employee, officer or agent of Roane County shall participate in the selection, or award of, or administration of a contract if a conflict of interest, real or apparent, would be involved. Roane County employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to sub-agreements.

By responding to this RFQ, the Contractor covenants that it has no public or private interest, nor shall acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its contractual services. Contractor 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, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

12. Contract Modification

The contract expresses the complete agreement of the parties. Any changes hereto must be in writing and signed by the Roane County Purchasing Agent. No other individual is authorized to modify the contract in any manner.

13. Contract Period

If awarded, the Proposal period for this award shall be a one-year period. Contract pricing shall be firm for one (1) year.

14. Contract Terms

Upon award, the performance of this contract shall be covered solely by the terms and conditions set forth herein. Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by Roane County of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by Roane County of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Invitation. Any different or additional terms contained in the seller's acceptance are hereby objected to.

15. Debarment and Suspension

USDA/FNS follows the guidance in 2 CFR part 180, OMB Guidelines to agencies on Governmentwide Non-procurement Debarment and Suspension, as well as related Executive Orders 12689 and 12549, which requires verification that the person with whom they intend to do business has not been excluded or disqualified when entering into a transaction covered by this section. This verification will be done by completing the attached form at the end of this document.

By signing your submission, the Contractor certifies that it and its current principals, and its current sub-contractors and their principals:

- (A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- (B) Have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- (C) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- (D) Have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the County if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its sub-contractors are excluded or disqualified.

16. Declarative Statements

Statements or words such as must, shall, or will are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being non-responsive and disqualified.

17. Definitions

- (A) Roane County, Tennessee, and includes its designated representatives.
- (B) The "Contractor" is those mentioned as such "Contractor, seller, vendor, supplier", in the contract and includes their designated representatives.
- (C) The "Specifications" includes instructions to Vendors, the terms and conditions of purchase, the definitions and the technical specifications of the work.

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- (D) A “sub-contractor” is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who performs services of the project.
- (E) “Calendar Days” are consecutive days, as occurring on a calendar, without regard to the day of the week, month, year, or holidays. The National Institute of Governmental Purchasing (NIGP) Online Dictionary of Procurement Terms, at www.nigp.org, will govern on questions as to any other definition in this contract

18. Delivery

Delivery will be F.O.B. Destination unless otherwise specified in this RFQ. This will apply to regular and normal stock items and special items which must be ordered direct from manufacturer. All transportation charges shall be paid by the seller.

To ensure adequate service level to the people, Roane County requires that all goods or services ordered will be delivered when specified. Time is, therefore, the essence of this contract. If delivery is not made or service performed at the time agreed upon, Roane County reserves the right to cancel the order and purchase elsewhere and hold seller accountable therefore. Repeated instances of not meeting the stated delivery time will be just cause for termination of the contract.

19. Federal Tax and State Sales Tax

Purchases by Roane County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished upon request.

20. Force Majeure

Neither party shall be liable for delays, or defaults in the performance of this contract due to Force Majeure or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

21. Future Purchases – Contract Renewal

Unless otherwise noted, Roane County reserves the right to purchase goods or services for one year from the date of the award of the contract at the same price and terms and conditions. Further, Roane County reserves the right to renew all aspects of the contract one (1) year at a time for additional years in one (1) year increments as noted in the proposal specifications. There is no guarantee that this contract will be considered for renewal.

22. Governing Law

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 be exclusive and concurrent jurisdiction of any disputes which arise hereunder.

23. Indemnification and Insurance

- (A) The Contractor 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 Proposal 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 Proposal submission.
- (B) The successful Vendor 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.
- (C) Contractor shall indemnify, defend, save and hold harmless all departments of Roane County Government and/or Roane 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 sub-contractors, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the Contractor, its sub-contractors, suppliers, agents or employees until the contract terminates.
- (D) The successful Vendor is required to provide a Certificate of Insurance to the Purchasing Department naming Roane County as additional insured. The Certificate must be turned in to the Purchasing Department prior to contracts being signed or purchase order is issued. Complete certified copies of insurance policies shall be provided upon request. The Contractor must maintain the insurance coverage required by while this contract is in force, and shall provide documentation of such insurance in a form satisfactory to the Purchasing Department. Noncompliance may result in the contract being awarded to the next lowest responsive and responsible Vendor.

24. Incurred Cost

Roane County will not be liable in any way for costs incurred by any Vendor in the preparation and submission of its response, nor for the participation in any required meetings, discussions, or negotiations.

25. Independent Contractor

Contractor shall acknowledge that it and its employees serve as independent Contractors and that Roane County shall not be responsible for any payment, insurance, or incurred liability.

26. Inspection and Acceptance

The Contractor shall be responsible for all material or service until they are delivered and accepted. No material or service received by the Roane County pursuant to this contract shall be deemed accepted until Roane County has had reasonable opportunity to inspect said material or service. All

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material discovered to be defective or does not conform to any warranty of the seller herein, upon initial inspection or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect Roane County discount privileges or exclude any other legal, equitable or contractual remedies the Roane County may have therefore been involved. Performance of services shall be completed to Roane County satisfaction.

27. Iran Divestment Act

By submission of this Proposal and the attached affidavit, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint 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 Vendor is not on the list created pursuant to Tennessee Code Annotated §12-12-106.

28. Invoices

Invoices shall be submitted to the Roane County Accounting Department, PO Box 643, Kingston, TN 37763. Invoices may also be submitted electronically to the Accounts Payable Clerk.

Pay requests for construction services must be authorized by the Contractor, the engineer, and the county's representative on the project.

29. Late Statement of Qualifications

It is the responsibility of the Vendor to deliver their submission modification on or before the opening deadline date and time. Modifications cannot be made to the after the solicitation deadline. The time of record will be the date/time stamp Purchasing Department. Late Statement of Qualifications will not be considered or returned. Statement of Qualifications are considered late if received after 2:00:00 p.m. on the opening date.

30. Limitations of Liability

In no event shall Roane County be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Roane County has been advised of the possibility of such damages.

31. Modification or Withdrawal of Statement of Qualifications

Statement of Qualifications may be modified or withdrawn by signed written notice to Roane County Purchasing Department or in person by an authorized vendor representative provided the modification or withdrawal is received prior to the opening deadline. A vendor representative making a modification in person shall have proper identification and shall initial the change. The vendor representative shall sign a receipt for the withdrawal of a RFQ envelope. An electronic notice with an authorized signature would be acceptable for modification or withdrawal. It is the vendor's responsibility to confirm receipt of the modification or withdrawal. The electronic communications shall not reveal any pricing but shall provide the addition, subtraction or other modifications so that the final prices or terms will not be known by Roane County until the sealed envelope.

32. Non-Collusion

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of this RFQ, require that all decisions made as to matters concerning this Proposal be made on an individual firm basis. The Vendor certifies that no company employees, agents, or representatives colluded in any respect with any other person or firm as to the terms and conditions of the company's Proposal. This verification will be done by completing the attached form at the end of this document. Any concerted activity with respect to this Proposal will be reported to the Antitrust Division of the Office of the Attorney General, State of Tennessee.

33. Notification to County

If no Proposal is to be submitted in response to this RFQ, it is not necessary to return the Invitation; however, notice should be given to the County if the recipient wishes to remain on Roane County vendor list for future solicitations.

34. Notice and Service Thereof

Any notice to any Contractor from Roane County relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted with said Contractor or his authorized representative.

35. Packaging

Roane County will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

36. Patents

The seller guarantees that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and seller covenants that he will, at his own expense, defend every suit which may be brought against Roane County, or those selling or using Roane County product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit. .

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37. Preparation of Statement of Qualifications

- (A) Vendors are expected to examine all RFQ documents. Failure to do so will be at the Vendor's risk.
- (B) Each Vendor shall furnish all information required by the Invitation. The Vendor shall sign the Invitation; erasures or other changes shall be initialed by the person signing the offer. Statement of Qualifications that are submitted on forms other than the enclosed forms are subject to disqualification.
- (C) Unit price shall include freight unless otherwise specified in the Invitation. In case of discrepancy between any unit price and an extended price, the unit price shall govern.
- (D) Alternate Statement of Qualifications for supplies or services other than those specified will not be considered unless authorized by the Invitation.
- (E) Vendors must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the Invitation.
- (F) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.
- (G) Vendors are cautioned to check their submissions for possible error. Errors discovered after public opening cannot be corrected and the Vendor will be required to honor their pricing or be subject to disqualification for award.

38. Protest Procedure

If a prospective vendor does not agree with the contract award, they have the right to protest. Disputes arising from the award of this contract must be submitted in writing to the Roane County Purchasing Department no later than seven (7) days from date of award of the contract. The steps for dispute resolution may include:

- (A) A meeting with the Purchasing Agent, the requisitioning department's manager and representatives from the disputing party to discuss and resolve the complaint.
- (B) Information from the aforementioned meeting will be forwarded to the County Attorney for review.
- (C) 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.
- (D) Purchases will not be allowed under this procurement until a final decision is rendered.
- (E) In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures will be used.

39. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such assertion or correction.

40. Public Information

The vendor understands that any material supplied to Roane County Purchasing Department in submitting this RFQ may be subject to public disclosure under the Tennessee Open Records Act, T.C.A. §§ 10-7-501 et seq.

41. Qualifications of Vendors

The Purchasing Department may make such investigations as are deemed necessary to determine the ability of the Vendor to perform the work and the Vendor shall furnish all such information and data for this purpose as may be requested. Roane County reserves the right to reject any Proposal if the evidence submitted by or investigation of such Vendor fails to satisfy the county that such Vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

42. Quantities

Roane County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to rejection and return at seller's expense.

Roane County does not guarantee any purchase will be made as a result of this RFQ; also, Roane County does not guarantee any minimum or maximum quantity that may be ordered based on the outcome of this RFQ.

43. Records

The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice from Roane County, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

44. Registration

Vendors are to register to be on the Roane County vendor list by going to the County's website at www.roanecountytn.gov. Select Purchasing Department and click on vendor registration. Vendors are responsible for keeping their information current.

45. Remedies

Roane County shall have all rights and remedies afforded under the U.C.C. and in State & Local laws in contract and in tort, including but not limited to, rejection of goods, rescission, right offset-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

46. Regulation Compliance

The Contractor shall comply with the following requirements insofar as they apply to the performance of this contract:

- (A) **"Equal Employment Opportunity"** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 1375, "Amending Executive order 11246 Relating to Equal Employment Opportunity and implementing regulations at 41 CFR part 60," Office of Federal Contract compliance Programs, Equal Employment Opportunity, Department of Labor.
- (B) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**, as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-76711) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Applies to contracts and subcontracts in excess of \$100,000. Contractors must certify compliance with the applicable provisions of the Clean Air Act; the Clean Water Act; the Federal Water Pollution Act; Executive Order 11738; and Environmental Protection Agency regulations.
- (C) **CFR 200 Appendix 11 (1); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**- Contractors that apply or Proposal for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay and person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosure are forwarded from tier to tier up to the non-Federal award.
- (D) **Encouraging Small and Minority Owned Businesses**-To encourage business activity and ensure maximum full and open competition, efforts must be taken to solicit participation by minority firms, women's business enterprises, labor surplus area businesses, and minority owned businesses in procurements. It is the intent of Roane County School's Department of School Nutrition to involve and utilize the best product/services at the best prices and to provide small and minority firms, women's business enterprises and labor-surplus area firms with solicitation whenever they are possible sources.

47. Restrictive or Ambiguous Specifications

It is the responsibility of the Vendor to review the entire RFQ document and to notify the Purchasing Agent if the solicitation is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested.

48. Right to Inspect

Roane County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

49. Subcontracts

The Vendor is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by Roane County.

50. Submissions of Statement of Qualifications

- (A) Statement of Qualifications shall be enclosed in a sealed envelope and addressed to the:

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

The name and address of the Vendor shall be identified on the face of the envelope along with the RFQ number and title. Statement of Qualifications for construction projects exceeding \$25,000.00 must include the required Contractor license information on the face of the envelope per T.C.A. § 62-6-119.

- (B) Roane County does not accept submissions by facsimile or any electronic transmission. See Clause 28 under Terms and Conditions of the RFQ regarding modifications or withdrawal.
- (C) Samples of items, when required, must be submitted within five (5) calendar days and at no expense to Roane County unless otherwise specified by the county. If not consumed by testing, samples will be returned at Vendor's request and expense unless otherwise specified in the RFQ.

51. Termination of Contract

If the Contractor or any of his Sub-Contractors fails to perform or comply with any provision of this contract, Roane County may consider such failure or noncompliance a breach of contract and reserves the right to terminate the contract at any time, in whole or in part, in the sole judgment and discretion of the Purchasing Agent. 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. If the contract is so terminated, the County may purchase, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated and the Contractor will be liable for excess cost occasioned thereby. In the event the contract is terminated by Roane County for due cause, the vendor may be barred from proposing on Roane County contracts for a period of 12 months. The contract may be cancelled without cause by either party with the giving of written notice of no less than 30 calendar days. From this notice to the termination date to the Contractor.

REGULATION COMPLIANCE

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.360-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act ([42 U.S.C. 7401- 7671q 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251- 1387 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401- 7671q 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251- 1387 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Copeland Anti-Kickback Act – 40 U.S.C. 3145 The Copeland (Anti-Kickback) Act ([18 U.S.C. 874](#) and [40 U.S.C. 3145](#)) makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the **Energy Policy and Conservation Act (42 U.S.C. 6201)**.

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

Davis-Bacon Act – Act – (40 U.S.C. 3141-3144, and 3146-3148) If required, in accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If this Subcontract is for \$100,000 or more, SubContractor affirms and certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal or state agency, a member of Congress, officer of employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal or State contract, grant or any other award covered by 31 U.S.C. 1352.

EPA’s Solid Waste Disposal Act (2 C.F.R. § 200.323) Procurement of recovered materials (pursuant to section 6002).

Prohibition on certain telecommunications and video surveillance services or equipment (2 C.F.R. § 200.216).

Domestic preferences for procurements (2 C.F.R. § 200.322).

It is the intent of Roane County to involve and provide small and minority firms, women’s business enterprises and labor surplus area firms with increased opportunities to do business with the county. However, currently there are no set asides for small or minority firms

SPECIAL PROVISIONS

1. This is a Request for Qualifications. The General Terms & Conditions have been developed for use for all methods of procurement. Some language that might refer to products, samples, contractor's licenses, etc. will not apply to this RFQ.
2. All responses must comply with the following qualification-based selection criteria and not include pricing: T.C.A. §12-4-107(a) requires that design professionals for public projects in Tennessee be selected through qualification-based selections ("QBS").
3. This is an RFQ for Engineering Services. Once the responses have been opened, the evaluation team will review all of the submissions and rank them using the following criteria. Interviews may also be conducted to better understand the firm's qualifications.
 - Qualifications & Availability of Key Personnel (40 points)
 - Experience & Technical Expertise (30 points)
 - Scope of Services (30 points)
4. Upon selecting the most qualified firm, the Purchasing Agent will request pricing from the selected firm for the services requested in this RFQ. The pricing may be negotiated. If the negotiations do not yield a contract, Roane County reserves the right to go to the next most qualified firm.
5. The following criteria will be used to evaluate the submissions:
 - Qualifications & Availability of Key Personnel (40 points)
 - Experience & Technical Expertise (30 points)
 - Scope of Services (30 points)

SPECIFICATIONS**Scope of Work**

This RFQ is being requested for Engineering Services in connection with the County's American Rescue Plan Act (ARPA) projects and for projects funded by the Tennessee Department of Environment & Conservation (TDEC). The firm selected may also be selected to do additional engineering services for the utility for future and/or ongoing projects.

1. The primary scope of work is for various planning, design, and construction oversight of activities related to Wastewater Utility Infrastructure projects that are funded by ARPA or TDEC.
2. Additional services for other Wastewater Utility Infrastructure projects for other funding sources and for other required services, i.e., utility asset management, planning & design.

To be evaluated properly, the following must be addressed in detail in the order listed below:

- **Qualifications:** Availability of qualified personnel and capacity of the firm to carry-out professional engineering services. Provide general background information on the firm, its history, services offered in-house, and capabilities. For services not provided by the prime firm, include profiles for sub-consultant firms.
- **Experience:** Experience and technical expertise of the firm and its personnel as well as information regarding projects previously undertaken, including the types and cost of projects.
- **Project Team:** Outline the assigned project team utilizing an organizational chart that demonstrates lines of communication and the names and titles of the project team for all the required services. Provide resumes for each of the proposed project team.
- **Scope of Services:** Summarize scope and type of services understanding of program and tasks. Outline the understanding of the community's needs and the approach to delivering the required services successfully.

END SPECIFICATIONS

VENDOR INFORMATION*Please type/print clearly in ink – no erasable writing instrument.*

Company Name:		
Mailing Address:		
City:	State:	Zip Code:
Contact Person:		
Phone Number(s):	Fax Number:	
Email address:		
Remit To Address <i>(if different from above)</i> :		
City:	State:	Zip Code:
Accounts Receivable Contact Person:		
Phone Number(s):	Fax Number:	
Email address:		
Number of years in business:		
Business License Number:	State:	

AUTHORIZATION

Company Official authorized to sign contracts:	
Company Name:	
Authorized Signature:	Printed Name:
Title:	Date:
Email Address:	

Acknowledgement of Receipt of Addenda

If addenda were issued, please acknowledge the receipt of: (please check mark if you received one)

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

STATEMENT OF QUALIFICATIONS

The following statements as to experience and general qualifications of the proposing firm as submitted in conjunction with the Statement of Qualifications as part thereof and truthfulness and accuracy of information is guaranteed by the proposing firm and included in the evaluation of the Statement of Qualifications.

Name & Address of Proposing Firm:

Telephone_____

Fax Number_____

Number of years vendor has been in this business. _____

Proposing firm must have satisfactorily completed or currently maintained three (3) contracts of similar size in the last five (5) years.

Company _____

Contact Name _____

Telephone _____

Company _____

Contact Name _____

Telephone _____

Company _____

Contact Name _____

Telephone _____

THIS FORM MUST BE COMPLETELY FILLED OUT & RETURNED IN YOUR PROPOSAL

**Non-COLLUSION, INDEPENDENT PRICE DETERMINATION,
Non-DISCRIMINATION, Non-DEBARMENT & LOBBYING AFFIDAVIT**

I do hereby certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal 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 Proposal.

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 Proposal, the Vendor 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 Statement of Qualifications 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 abide by all terms and conditions of this Statement of Qualifications 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

Vendor Name

Signature

Title

THIS FORM MUST BE COMPLETELY FILLED OUT, SIGNED, & RETURNED IN YOUR PROPOSAL.

IRAN DIVESTMENT ACT COMPLIANCE

The Iran Divestment Act of 2016, effective on July 1, 2016, is codified in Tennessee Code Annotated §12-12-101 *et seq.* The Iran Divestment Act, with certain exceptions, prohibits local governments from entering into contracts with persons or entities engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in Tennessee Code Annotated §12-12-105, a person engages in investment activities in the energy sector of Iran if:

- 1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquified natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- 2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to §12-12-106, as a person engaging in investment activities in Iran as described in this section.

This Act requires the State of Tennessee's chief procurement officer to publish on the State's website a list of persons it determines engaged in investments activities in Iran (the "Prohibited Entities List").

Any VENDOR that is on the Prohibited Entities List will be ineligible to contract with the COUNTY.

Pursuant to the Act, any VENDOR that attempts to contract with the COUNTY must certify, at the time the Proposal is submitted, that the VENDOR is not identified on the Prohibited Entities List. A Proposal shall not be considered for award, nor shall any award be made where the VENDOR fails to submit a signed and verified compliance certification form.

**CERTIFICATION OF COMPLIANCE
IRAN DIVESTMENT ACT**

The undersigned states that he/she has legal authority to swear this on behalf of _____ (Vendor); and that the Vendor is not in any manner in violation of *Tennessee Code Annotated §12-12-101 to §12-12-106*.

By submission of this Proposal, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint 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 Vendor is not on the list created pursuant to the Iran Divestment Act, Tennessee Code Annotated §12-12-106.

By: _____

Title: _____

Sworn to and subscribed before me, a Notary Public, this _____ day of _____ 20____.

Notary _____ My Commission Expires _____

Vendor Name _____

THIS FORM MUST BE COMPLETELY FILLED OUT, SIGNED & NOTARIZED, & RETURNED IN YOUR PROPOSAL.