

Roane County is requesting proposals for the good(s) and/or service(s) listed below, subject to the terms and conditions of the Request for Proposal (RFP), the accompanying specifications, and the Roane County Purchasing Manual.

If this is a request for services, disregard any reference to product information.

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

Deliver Proposals To:

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

**Proposal Number: 2017-11-171
TRUCK SCALES**

Pre-Proposal Conference: Thursday, March 16, 2017 at 10:00 a.m.

Open Date & Time: March 28, 2017 at 2:00 p.m. (Eastern Time Zone)

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

PURCHASING CONTACT INFORMATION

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

GENERAL TERMS & CONDITIONS

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

PROPOSAL PREPARATION & SUBMISSION

1. All proposals shall be in accordance with the instructions to proposers and specifications included in this RFP. Specifications are intended to be open and non-restrictive.
2. The use of the name of a manufacturer, brand, model or make used in describing an item does not restrict the proposer to that manufacturer. Others will be considered if they meet or exceed the items specified. When an alternate manufacturer, brand, model or make will be proposal, five (5) days prior to the proposal the proposer must submit documents to the Purchasing Agent, for evaluation of the product. Roane County will determine if the item does meet or exceed the item as specified.
3. It shall be the sole responsibility of the proposer to make certain that all proposals 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 proposal. The proposal must be sealed in an envelope that is labeled according to the directions stated below.
5. On the outside of the envelope/package mark the proposal as follows:
 - Vendor Name & Address
 - Proposal Number
 - Proposal Date & Time
6. The proposal 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.

7. Sealed written proposals will be received at the time and place specified on the RFP. Postmark on the proposal by this date will not suffice. Proposal must be received on or before the date and time stated. Faxed proposal documents will not be accepted.

LATE RECEIPT OF THE PROPOSAL

1. The proposal 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 proposer has no responsibility.
2. Proposals 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 determines the time is 2:00 p.m., no other proposals will be accepted.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

1. It is the responsibility of the proposer to review the entire RFP document and to notify the Purchasing Agent if the RFP 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 proposal 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 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 the RFP documents and to allow responders to resubmit their responses accordingly.

3. Any questions concerning this RFP are to be in writing either by fax or email 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.

PROPOSAL OPENING & ACCEPTANCE OF PROPOSAL

1. Proposal pricing will be read aloud at the discretion of the Purchasing Agent. Proposals will also be examined for compliance with specification and conditions outlined in the proposal document.
2. Consideration will be given to all proposals properly submitted. Proposals will receive appropriate confidentiality before awarding. Upon award, proposal documents and tabulations will be available for review. Errors discovered after public opening cannot be corrected, and the proposer will be bound to honor proposal as submitted.
3. The contract will be awarded in writing to the most responsive proposer whose proposal conforms best to the RFP will be most advantageous to Roane County. The evaluation of criteria, cost, and other factors will be taken into consideration. It is the intent of Roane County to involve and utilize the best product/services at the best prices 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. Roane County reserves the right to accept or reject any or all proposals and to waive informalities and minor irregularities in the proposals received. All proposers will be notified in writing of the proposal award generally within ten (10) days of proposal opening unless unforeseen circumstances arise or special conditions exist.

EVALUATION REVIEW

1. Roane County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best-evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Roane County shall have sole responsibility for determining a reliable source. Roane County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Roane County.
2. Evaluation criteria will be determined on each RFP.

PROTEST PROCEDURE

1. If a prospective vendor does not agree with the proposal award, they have the right to protest. Disputes arising from the award of this proposal must be submitted in writing to the Roane County Purchasing Department no later than seven (7) days from date of proposal 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 goods or services 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 occurs first, with no further obligations owed to or by either party.

INSURANCE

1. 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 Bid 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 bid submission.
2. The successful bidder 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. 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.

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. Vendors located in Tennessee are required to have a current business license issued by the State of Tennessee at the time the bids are submitted. Vendors located outside Tennessee are required to obtain a business license issued by the State of Tennessee.
2. A Business Tax & License Affidavit is required to be submitted with the bid.

INDEMNIFICATION/HOLD HARMLESS

1. Contractor 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 Contractor, its subcontractors, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the contractor, its subcontractors, suppliers, agents or employees until the contract terminates.

VENDOR PERFORMANCE

1. If the contractor fails in full or part 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. Contractors 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 contractor 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 proposal.

BREACH OF CONTRACT

1. A party shall be deemed to have breached the contract if any of the following occurs:
 - Failure to provide products or 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.
 - Violation of any warranty.

CONTRACT TERMINATION FOR CAUSE

1. If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor 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.
2. In the event the contract is terminated for due cause by the county, the county shall have the option of awarding the contract to the next lowest proposer or proposing again.

CONTRACT TERMINATION FOR CONVENIENCE

1. The county may, by written notice to the contractor, 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 contractor 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 contractor 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 contractor 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. Such records shall include those books, documents and accounting records that represent delivering the services governed by this agreement.

INVOICES AND PAYMENTS

1. Payment will be made within 30 days after receipt of invoice and/or delivery of items included in this Request for Proposal, 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. Contractor 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. Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor 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. Contractor covenants that it does not engage in any illegal employment practices.
2. Contractor 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 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, subcontractor or consultant to contractor 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.

RFP 2017-11-171 – TRUCK SCALES
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 bid/proposal 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 bid/proposal.

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 Bid _____

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 _____

9. If applicable, please indicate below if discounts will be allowed for prompt payment or if there is not discount offered:
_____ % Net 10 Days; _____ % Net 20 Days; _____ % Net 30 Days; _____ No Discount

COOPERATIVE PURCHASING - Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations. Please indicate the approval of Cooperative Purchasing.

_____ Yes _____ No

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 personnel before permitting the employee or subcontractor personnel to have contact with students or enter school grounds?

_____ Yes _____ No

**RFP 2017-11-171 – TRUCK SCALES
NON –COLLUSION, INDEPENDENT PRICE DETERMINATION,
NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT**

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

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 bid, the bidder 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 Invitation to Bid 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 Invitation to Bid 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

**RFP 2017-11-171 – TRUCK SCALES
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 _____.

**RFP 2017-11-171 – TRUCK SCALES
BUSINESS TAX & LICENSE AFFIDAVIT**

Please sign the affidavit below stating that your company does have a Business License and that your Business Taxes are current. Companies located outside the State of Tennessee are required to have a Business License in Tennessee.

The undersigned states that he/she has legal authority to swear this on behalf of _____ (Vendor); and that Vendor 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 Contractor's licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Contractor is licensed and pays business taxes in _____ County, Tennessee.

VENDOR

By: _____

Title: _____

Date: _____

Witness: _____

Date: _____

**RFP 2017-11-171 – TRUCK SCALES
STATEMENT OF QUALIFICATION**

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

Name & Address of Proposing Firm:

Telephone _____

Fax Number _____

Number of years proposer 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 _____

RFP 2017-11-171 – TRUCK SCALES PROPOSAL SPECIFICATIONS

Roane County is requesting proposals for the purchase and installation of truck scales at the Roane County Recycling Center located at 219 White Pine Road, Harriman, Tennessee 37748.

This project is being done in conjunction with a grant received from the Tennessee Department of Environment & Conservation. All work associated with the project must be in compliance with all federal, state, and local agencies laws and guidelines.

The Proposal Process

This solicitation is a Request for Proposal and not an Invitation to Bid. There are no equipment specifications included. The county is asking for your company's solution to removing the old scales and installing a new set of scales that are the same weight capacity and in the same location.

An evaluation team will be established to closely evaluate the proposals. The proposal that is the most responsive will be selected. The proposals will be evaluated on the following criteria:

1. Contractor Experience 15%
2. Cost 20%
3. Equipment Quality 15%
4. Installation Time 25%
5. Service Locations & Maintenance Plan 25%

Pre-Proposal Conference

A pre-proposal conference will be held on Thursday, March 16, 2017 at 10:00 a.m. at the Recycling Center. While the pre-proposal conference is not mandatory, vendors are strongly urged to attend the pre-proposal conference to examine the existing conditions.

Questions & Clarifications

As stated in the General Terms & Conditions of this RFP, all questions are to be submitted to the Purchasing department in writing, via fax or email. The fax number is 865-376-4318 and the email address is lynn.farnham@roanecountytn.gov. **Information obtained from any source other than the Purchasing department is not binding.** Questions are not to be made to the Recycling Center's staff.

All questions will be answered via addenda. Pursuant to TCA §12-4-126, questions regarding the specifications or proposal 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 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 the RFP documents and to allow responders to resubmit their responses accordingly.

For the purpose of this RFP, questions may be submitted until Wednesday, March 22, 2017 at 2:00 p.m. Questions received after this date and time will not be answered. No addenda will be issued after Friday, March 24, 2017 at 2:00 p.m.

Scope of Work

The following is a list of proposal guidelines to be used for the preparation of vendor responses:

1. For the installation of the proposed scales, the contractor must stay within the state regulations under which the County is grandfathered.
2. The proposed scales are to be installed in the current location of the existing scales.
3. The proposed scales are to be the same size as the existing scales.
4. If feasible, the contractor may reuse the top concrete plates if it is more cost efficient than new metal plates.
5. The contractor is to provide temporary scales during the installation of the new scales.
6. The down time is not to exceed ten (10) business days from the start of the project.
7. The contractor is to install a flushing system so the owner can clean out underneath the scales. Please provide a diagram of the proposed system with a suggested maintenance plan for flushing the scales.
8. The contractor is to include any additional concrete work that is required for the installation.
9. The contractor is to upgrade the digital software program for the scales.
10. An intercom and camera system for the scale house to communicate with customers on the scales is to be included.
11. The equipment and installation is to come with a ten (10) year warranty on maintenance, parts, and labor.

Proposal Preparation Instructions

1. Complete the following forms:
 - a. Vendor Information Form
 - b. Non-Collusion, Independent Price Determination, Non-Discrimination, Non-Debarment & Lobbying Affidavit
 - c. Drug Free Work Place Affidavit
 - d. Business Tax & License Affidavit
 - e. Statement of Qualification

Requested Information to be Included

1. Complete description of scale equipment being proposed.
2. Provide warranty information for the scales being proposed.
3. Describe the digital software program included in the proposal.
4. Describe the intercom and camera system being proposed for the scale house.
5. A description of the equipment manufacturer’s maintenance program

Additional Information

1. Are the scale equipment and the installation being proposed with the regulations under which the County is grandfathered? ____Yes ____No

Comments _____

2. Does the installation of the scales being proposed place the scales in the current location and are they the same size as the existing scales? ____Yes ____No

Comments _____

3. Does this proposal reuse the top concrete plates? ____ Yes ____ No

Comments _____

4. Does this proposal include providing temporary scales? ____ Yes ____ No

Comments _____

5. Does this proposal include a flushing system as described? ____ Yes ____ No

Comments _____

6. Does this proposal include the upgrade in digital software and camera system for the scale house?
____ Yes ____ No

Comments _____

7. Does this proposal include the required warranty period? ____ Yes ____ No

Comments _____

Pricing Information

The pricing for providing and installing the scales as described herein is to be a turnkey installation, providing software & intercom and camera system, any additional concrete work necessary.

Price for Scales & Installation (reusing top concrete plates) \$ _____

Price for Scales & Installation (using new metal plates) \$ _____

Maintenance & Service

Please provide the location of your maintenance facility and service information.

Location of Maintenance Facility _____

After a call for service is made, what is the response time to Roane County? _____

Project Time

It is imperative that the scales be received and installed no later than October 1, 2017. This is not negotiable. Please provide the information requested below.

Lead Time on Receiving Scales after Notice to Proceed _____

Installation Days Needed to Complete the Project _____