

Invitation to Bid

20190611-CO

Uniforms for Sumner County Sheriff's Office

Responses to an Invitation to Bid will be received by the Purchasing Supervisor, Sumner County Board of Education, 1500 Airport Road, Gallatin, TN 37066 for 20190611-CO Uniforms for the Sumner County Sheriff's Office until June 11, 2019 @ 10:30 a.m. Local Time. Bid responses will be opened at that time, taken under advisement and evaluated. All proposals are subject to the Board of Education's conditions and specifications which are available from Chris Harrison, Purchasing Supervisor (615) 451-6560. All bids can be viewed on line at [www.sumnerschools.org](http://www.sumnerschools.org). and [www.sumnertn.org](http://www.sumnertn.org)

Question Regarding Specifications

Contact Shelby Schiavone 615-442-1819 [sschiavone@sumnerscheiff.com](mailto:sschiavone@sumnerscheiff.com)

# **PROPOSAL REQUEST**

**20190611-CO**

**Uniforms**

**Sumner County Sheriff's Office**

**2019-2020**

**July 1,2019-June 30,2020**



## **SUMNER COUNTY BOARD OF EDUCATION SUMNER COUNTY, TENNESSEE**

**Purchasing Staff Contact:**

**Chris Harrison**  
**Purchasing Supervisor**  
**(615) 451-6560**  
**[chris.harrison@sumnerschools.org](mailto:chris.harrison@sumnerschools.org)**

**Janice Wright**  
**Purchasing Coordinator**  
**(615) 451-6569**  
**[janice.wright@sumnerschools.org](mailto:janice.wright@sumnerschools.org)**

This proposal solicitation document is available in an Adobe Acrobat (pdf) format. Any alterations to this document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Sumner County Board of Education.

## **Introduction**

Sumner County Government, or herein known as "Sumner County", is hereby requesting a proposal for 2019 -2020 Uniforms for the Sumner County Sheriff's Office Beginning July 1,2019 thru June 30,2020 pricing to be utilized by the Sumner County Sheriff's Office 117 West Smith Street Gallatin, TN 37066 In addition, all other Sumner County Government Departments and Agencies and the Sumner County Board of Education may also purchase for any submitted proposal.

## **General Information**

### **I. Proposal Package**

All sealed proposal packages must include all of the following, when applicable. Any sealed proposals shall be rejected as a non-conforming bid if any applicable item is missing.

- Three (3) complete copies of proposal
- Evidence of a valid State of Tennessee Business License and/or Sumner County Business License
- Evidence of compliance with the Sumner County Insurance Requirements, if work is performed on Sumner County Property
- Signed and completed Statement of Non-Collusion (Attachment 1)
- Properly completed Internal Revenue Service Form W-9
- Evidence of a company's safety program and, if supported, a drug testing program (Attachment 2) Drug-Free Workplace Affidavit
- If bid is in excess of \$25,000, a certification of non-debarment must be completed (Attachment 3) Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification By Contractor (Attachment 4)

## **NEW VENDORS**

1. To comply with Internal Revenue Service requirements, all vendors who perform any type of service are required to have a current IRS Form W-9 on file with the Sumner County. At the time of requisition, the individual requesting a purchase order or disbursement will be informed if it is a new vendor and if a form W-9 is required. If form W-9 is required for a new vendor, the department head shall forward a completed form W -9 to the finance department. It can be obtained from the Internal Revenue Service's website at [www.irs.gov](http://www.irs.gov).
2. To comply with the Tennessee Lawful Employment Act, non-employees (individuals hired as independent contractors) must have on file any two (2) of the following documents.
  - Valid Tennessee driver license or photo ID issued by department of safety
  - Valid out-of-state driver license
  - U.S. birth certificate
  - Valid U.S. passport
  - U.S. certificate of birth abroad
  - Report of birth abroad of a U.S. citizen
  - Certificate of citizenship
  - Certificate of naturalization
  - U.S. citizen identification card
  - Valid alien registration documentation or proof of current immigration registration

3. In addition, for all vendors with annual purchases in excess of \$50,000 (if a business license is required), a business license must be on file in the finance department, or the requisitioner must submit a copy with the purchase order requisition form or the payment requisition form, as applicable.

## II. Responses

- Proposal must include point-by-point responses to the RFP.
- Proposal must include a list of any exceptions to the requirements.
- Proposal must include the legal name of the vendor and must be signed by a person or persons legally authorized to bind the vendor to a contract.
- If applicable, proposal must include a copy of the contract(s) the vendor will submit to be signed.
- Any and all proposal requirements must be met prior to submission.
- The bidder understands and accepts the non-appropriation of funds provision of the Sumner County Government.
- If noted in the section “proposal requirements” or later requested, the contractor will be required to provide a reference list of clients that have a current contract for services with their company.

## III. Clarification and Interpretation of RFP

The words “must” and “shall” in this Request for Proposal indicate mandatory requirements. Taking exception to any mandatory requirement shall be grounds for rejection of the proposal. There are other requirements that Sumner County considers important but not mandatory. It is important to respond in a concise manner to each section of this document and submit an itemized list of all exceptions.

In the event that any interested vendor finds any part of the listed specifications, terms, or conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify Sumner County, via email at [purchasing@sumnerschools.org](mailto:purchasing@sumnerschools.org), of such matters immediately upon receipt of this Request for Proposal. All questions must be received a minimum of five days before proposal’s “deadline”. All responses to inquiries will be posted on the School System website (<http://www.sumnerschools.org>) under “ Bid Tab

## IV. Proposal Guarantee

Vendors must guarantee that all information included in their proposal will remain valid for a period of 90 days from the date of proposal opening to allow for evaluation of all proposals.

## V. Related Costs

Sumner County is not responsible for any costs incurred by any vendor pursuant to the Request for Proposal. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

## VI. Insurance Requirements and Liability

Each bidder or respondent to the RFP who may have employees, contractors, or agents working on Sumner County properties shall provide copies of current certificates for general and professional liability insurance and for workers' compensation of a minimum of \$250,000. The owner or principal of each respondent must also be insured by workers' compensation if they perform any of the services on School System properties. There will be no exceptions to the insurance requirement.

## VII. Payment Terms

Payment terms shall be specified in the bid response, including any discounts for early payment. All payments, unless agreed upon differently, will be after receipt of service or product and School System's approval of conformance with specifications. The Sumner County Finance Department does not allow the practice of picking up checks in person

## VIII. Deadline

Sealed proposals will be accepted until **June 11, 2019 @ 10:30 a.m.** local time. Proposals received after that time will be deemed invalid and returned unopened to the vendor. Vendors mailing proposal packages must allow sufficient time to ensure receipt of their package by the time specified. There will be no exceptions.

## IX. Withdrawal or Modification of Proposal

A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided that it fully conforms to the same general terms and requirements.

## X. Package

The package containing the proposal must be sealed and clearly marked "**20190611 - CO Uniforms for the Sumner County Sheriff's Office**" on the outside of the package. Responses may be hand delivered or mailed to the following address.

Sumner County Board of Education  
Attn: Purchasing Supervisor  
1500 Airport Road  
Gallatin, TN 37066

Question Contact: Dustin Weatherford 615-442-1860 or e-mail [Shelby Schiavone](mailto:Schbiavone@sumnersheriff.com)  
<[sschiavone@sumnersheriff.com](mailto:sschiavone@sumnersheriff.com)>

## XI. Right to Seek a New Proposal

**The Sumner County reserves the right to accept or reject any and all proposals for any reason.** Proposals will be awarded to the best overall respondent as determined by that which is in the best interests of Sumner County.

## XII. Procedures for Evaluating Proposals and Awarding Contract

In comparing the responses to this RFP and making awards, Sumner County may consider such factors as quality and thoroughness of a proposal, the record of experience, the references of the respondents, and the integrity, performance, and assurances in the proposal in addition to that of the proposal price.

- Proposals will be examined for compliance with all requirements set forth herein.
- Proposals that do not comply shall be rejected without further evaluation.
- Proposals will be subjected to a technical analysis and evaluation.
- Oral presentations and written questions for further clarifications may be required of some or all vendors.

### **xiii. Discussions**

Discussions may be conducted with the vendors which have submitted proposals determined to be reasonably likely of being considered for selection to assure a full understanding of and responsiveness to the RFP requirements. Every effort shall be afforded to assure fair and equal treatment with respect to the opportunity for discussion and/or revision of their respective proposals. Revisions may be permitted after the submission and prior to the award for the purpose of obtaining the best offers.

### **xiv. Open Records**

After the bid is awarded, all proposals will be subject to the Tennessee Open Records Act, and the proposals will be available to the public upon written request.

Summary information on bids submitted will be posted on the School System website at <http://www.sumnerschools.org> under the Bids" link.

### **xv. Assignment**

Neither the vendor nor School System may assign this agreement without prior written consent of the other party.

### **xvi. Liabilities**

The vendor shall indemnify Sumner County against liability for any suits, actions, or claims of any character arising from or relating to the performance under this contract by the vendor or its subcontractors. Sumner County has no obligation for the payment of any judgment or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.

### **xvii. Tax Status**

Sumner County Government is tax exempt.

### **xviii. Invoicing**

Invoices are to be submitted to:

Sumner County Sheriff's Office  
117 West Smith Street  
Gallatin TN 37066

The vendor must provide an invoice(s) detailing the terms and amounts due and the dates due. All invoices shall indicate payment terms and any prepayment discounts.

**xix. Contract Nullification**

Sumner County may, at any time, nullify the agreement if, in the judgment of Sumner County, the contractor(s) has failed to comply with the terms of the agreement. In the event of nullification, any payment due in arrears will be made to the contractor(s), but no further sums shall be owed to the contractor(s). The agreement between Sumner County and the contractor(s) is contingent upon an approved annual budget allotment, and is subject, with thirty (30) days notification, to restrictions or cancellation if budget adjustments are deemed necessary by Sumner County.

**xx. Applicable Law**

Sumner County, Tennessee is an equal opportunity employer. Sumner County does not discriminate towards any individual or business on the basis of race, sex, color, age, religion, national origin, disability or veteran status.

The successful contractor(s) agrees that they shall comply with all local, state, and federal law statutes, rules, and regulations including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

In the event that any claims should arise with regards to this contract for a violation of any such local, state, or federal law, statues, rules, or regulations, the provider will indemnify and hold Sumner County harmless for any damages, including court costs or attorney fees, which might be incurred.

Any contract will be interpreted under the laws and statutes of the state of Tennessee.

Sumner County does not enter into contracts which provide for mediation or arbitration.

Any action arising from any contract made from these specifications shall be brought in the state courts in Sumner County, Tennessee or in the United States Federal District Court for the Middle District of Tennessee.

Additionally, it is a violation of state statues to purchase materials, supplies, services, or any other item from a vendor that is a commissioner, official, employee, or board member that has any financial or beneficial interest in such transaction.

# 2019-2020

## JACKETS

511 TACTICAL REVERSIBLE HI-VIS DUTY JACKET\*\*\*

RED KAP JP 68BK\*\*\*

TAYLORS G4461 Z LEATHER BLACK\*\*\*

\*\*\*INCLUDE SEWING ON PROVIDED AGENCY PATCHES

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## RAIN GEAR

TACT SQUAD LONG RAINCOAT 6011 BLK/HI-VIS\*\*\*

LIBERTY 587MFL JACKET W/HOOD REV. BLK/HI-VIS\*\*\*

SPIEWAK PARKA HI-VIS S578V \*\*\*

\*\*\*SHERIFF 3" LETTERS WHITE ON BLK & BLK ON HI-VIS

SPIEWAK REVERSIBLE DUTY PANTS S305V

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## HEADWEAR & CAPS

STRATON S-40 TM GRN. TRIPLE BRIM CAMPAIGN HAT

W/BLACK LEATHER STRAP COLOR FOREST GREEN

CAMPAIGN HAT CORDS (GOLD & SILVER)

CAMPAIGN HAT RAIN COVERS

BASEBALL CAP-GOLD & SILVER SHERIFF ON FRONT

SOCK HAT WITH S.C.S.O GOLD & SILVER

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## UNIFORM SHIRTS

FLYING CROSS 33W7804Z (M) L/S\*\*\*

FLYING CROSS 85R7804Z (M) S/S\*\*\*

\*\*\*TALLS ALSO IF POSSIBLE

FLYING CROSS 126R7804Z (W) L/S

FLYING CROSS 176R7804Z (W) S/S

BLAUER 8670 L/S (W) & (M)

BLAUER 8675 L/S (W) & (M)

BLAUER 8731 L/S (M) SILVERTAN & OD-GREEN

BLAUER 8741 S/S (M) SILVERTAN & OD-GREEN

\*\*\*INCLUDE SEWING ON PROVIDED AGENCY PATCHES

AND/OR LEFT CHEST BADGE & RIGHT CHEST TITLE/NAME

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## DRESS TIES-GREEN

18", 20", 22" TIES

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## UNIFORM PANTS

HORACE SMALL H.S. 2145 GRN (M) INC. HEMMING  
HORACE SMALL H.S. 2477 GRN (W) INC. HEMMING  
TACT SQUAD MB200 GRN (MOTORCYCLE PANTS) (M)

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## POLO SHIRTS

BLAUER PERFORMANCE 8434 S/S (M)  
BLAUER PERFORMANCE 8434W S/S (W)  
5.11 PROFESSIONAL 41060 S/S (M)  
5.11 PROFESSIONAL 41060T S/S (M)  
5.11 PROFESSIONAL 61166 S/S (W)  
TRU-SPEC 24/7 40/60 PLAITED L/S & S/S(M)  
TRU-SPEC 24/7 40/60 PLAITED L/S & S/S (W)  
CORNERSTONE TACTICAL CS410LS L/S (M)  
511 1/4 ZIP JOB SHIRT 72314 REG & TALL

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**\*\*\*ALL ABOVE ITEMS MAY INCLUDE LEFT CHEST BADGE  
& RIGHT CHEST TITLE/NAME EMBROIDERY**

## DRESS SHIRTS

PORT AUTHORITY S 608 L/S (M)  
PORT AUTHORITY L 608 L/S (W)  
PORT AUTHORITY S 508 S/S (M)  
PORT AUTHORITY L 508 S/S (W)

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**\*\*\*ALL ABOVE ITEMS MAY INCLUDE LEFT CHEST BADGE  
& RIGHT CHEST TITLE/NAME EMBROIDERY**

## TACTICAL UNIFORM SHIRTS

PROPPER F5312 L/S (M)  
PROPPER F5311 S/S (M)  
TRU-SPEC TACTICAL RESPONSE 1285 SHIRT

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**\*\*\*ALL ABOVE ITEMS MAY INCLUDE LEFT CHEST BADGE  
& RIGHT CHEST TITLE/NAME EMBROIDERY**

## TRAFFIC SAFETY VEST

511 5 POINT BREAKAWAY 49022 \*\*\*  
**\*\*\*SHERIFF BACK & FRONT**

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## BDU PANTS

PROPPER TACTICAL F5254-50 6.4 OZ. (W)  
PROPPER TACTICAL F5252-50 6.4 OZ. (M)  
PROPPER 65/35 RIP-STOP F5201-38  
BLAUER 8831 (W) & (M)  
BLAUER 8836 (W) & (M)  
511-STRYKE 74369  
TRU-SPEC TACTICAL RESPONSE 1284 PANTS  
RED KAP TWILL SLACKS PT38BK

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## BOOTS & FOOTWEAR

MERRELL JUNGLE MOC LEATHER WATERPROOF ICE  
COLORS: BOULDER  
MERRELL OAK  
MERRELL MOAB2 FX-624 BELU  
511-12001 8" (M) REG & WIDE  
511-12018 6" (M) REG & WIDE  
511-12007 8" (W) REG & WIDE  
511-12025 6" (W) REG & WIDE  
ROCKY FORT HOOD 8" ZIP FQ0002149 (M) REG & WIDE  
ROCK ALPHA FORCE 8" FQ0002165 (M) REG & WIDE  
ROCK ALPHA FORCE 6" FQ0002167 (M) REG & WIDE  
ROCK ALPHA FORCE 8" FQ0004165 (W) REG & WIDE  
ROCK ALPHA FORCE 6" FQ0004167 (W) REG & WIDE  
CHIPPEWA OTC 71418 (M) REG & WIDE

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## HOLSTERS

SAFARILAND BLK/MATT 6360 STXT ALS LEV III MID RIDE ( R)  
SAFARILAND BLK/MATT 6360 STXT ALS LEV III MID RIDE ( L)  
SAFARILAND BLK/MATT 6360 STXT ALS W/M3LIGHT  
TLR1++LASER TAC 2 SUREFIRE X 200 MID-RIDE ( R)  
SAFARILAND BLK/MATT 6360 STXT ALS W/M3LIGHT  
TLR1++LASER TAC 2 SUREFIRE X 200 MID-RIDE ( L)  
SAFARILAND BLK/MATT 6378 STXT ( R)  
SAFARILAND BLK/MATT 6378 STXT ( L)

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## FLASHLIGHT RE-CHARGEABLE BATTERIES

STREAMLIGHT STL-75375 3.6V NIMH STICK  
STREAMLIGHT STL-75903 TRAFFIC WAND (STL-75812 LIGHT)

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## UTILITY BELTS & EQUIPMENT

BIANCHI ACCUMOLD  
BELT 7200 28W-52W  
CUFF CASE 7344 (OPEN FACE)

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SPRAY HOLDER BI 7307 (MKS)  
MAG. HOLDER BI 7302  
MAG. HOLDER BI 7320 (OPEN)  
BELT KEEPERS BI 7406 (PK. OF FOUR)  
GLOVE CASE BI 7315  
RADIO CASE BI 7314 S  
FLASHLIGHT HOLDER 7326  
ASP HOLDER SIDE BREAK 52432 (PLAIN)  
BODY ARMOR-LEVEL II PROTECTION

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## **SPL. EQUIPMENT**

ASP 21" BLACKCHROME, MOLDED GRIPPS  
FREEZE+P (TAZER 2K3) 2OZ. (NO SAFETY CAP)  
DEEP FREEZE 17.5 FOGGER (AERKO INTERNATIONAL)  
FREEZE BLASTERS (TAZER 2K3)  
OLYMPUS AUDIO RECORDERS WS-853  
SMITH&WESSON MOD.100 CHROME HANDCUFFS  
SMITH&WESSON MOD.1900N CHROME LEG CUFFS  
SMITH&WESSON BOOT CUFFS  
CTS THOMPSON 9000/9000c CHAIN LEGCUFF

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## **BADGES & COLLAR JEWELRY**

BLACKINGTON B-1328 ARCHED, SAFETY PIN, FULL  
COLOR TN STATE SEAL BREAST BADGE: GOLD  
RHODIUM

BLACKINGTON B-986 ARCHED, SAFETY PIN, FULL  
COLOR TN STATE SEAL BREAST BADGE: GOLD  
RHODIUM

BLACKINGTON B-960, ARCHED, SCREW NUT/NUT  
FULL COLOR TN STATE SEAL, HAT BADGE: GOLD  
RHODIUM

S.O. SILVER, SGT CHEVRONS GOLD, LT. BARS, CAPT  
BARS, MAJOR OAK CLUSTERS GOLD

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## **RADIOS-MOBILE, PORTABLE, & ACCESSORIES**

KMC-41 SPK/MIC  
KMS-35 MIC  
KMC-42W/WD  
GRSMA-SH 3.5L EAR PIECE KIT  
GRS AAT2 EAR PIECES  
KRA-27 ANTENNA  
KBH-11 BELT CLIP

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KSC-32/32S CHARGER

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## PORTABLE RADIO BATTERIES

### KENWOOD

KNB-22N

KNB-33L

KNB-45L

KNB-26A

KNB-14

KNB-35L

KNB-26N

KNB-29N

KNB-57L

KNB-L2

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**SUMNER COUNTY BOARD OF EDUCATION**

Purchasing Office  
1500 Airport Road  
Gallatin, TN 37066

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

AUTHORIZED COMPANY REPRESENTATIVE \_\_\_\_\_ *SIGNATURE*

AUTHORIZED COMPANY REPRESENTATIVE \_\_\_\_\_ *PRINTED*

DATE \_\_\_\_\_

BID TITLE 20190611-CO Uniforms for Sumner County Sheriff's Office

DEADLINE June 11, 2019 @ 10:30 a.m.

BID AMOUNT: \$ \_\_\_\_\_

BID VALID THRU \_\_\_\_\_

**ATTACHMENT 1**

**STATEMENT OF NON-COLLUSION**

The undersigned affirms that they are dully authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Company \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Respondent (Signature) \_\_\_\_\_

Respondent (Print Name and Title) \_\_\_\_\_

Authorized Company Official (Print Name) \_\_\_\_\_

## ATTACHMENT 2

### DRUG-FREE WORKPLACE

The Sumner County Government is committed to maintaining a safe and productive work environment for its employees and to providing high quality service to its citizens. The goal of this policy is for Sumner County employees and contractors to remain, or become and remain, drug-free. Abuse and dependency on alcohol and/or drugs can seriously affect the health of employees, contractors and citizens, jeopardize personal safety, impact the safety of others and impair job performance.

Drug-Free Workplace Act of 1988 – Sumner County Government is governed by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D).

Omnibus Transportation Employee Testing Act of 1991 – Sumner County Government is governed by the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V).

Right to an Alcohol and Drug-Free Workplace - Employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and/or drugs.

Required Alcohol and Drug Tests - Alcohol and drug testing for safety sensitive employees shall be in accordance with the provisions contained in the Sumner County Alcohol and Drug Policy adopted by departments which have safety sensitive positions.

Contracts – Any contractors providing goods or services to Sumner County Government must comply with all State and Federal drug free workplace laws, rules and regulations and so certify this compliance by completion of the DRUG-FREE WORKPLACE AFFIDAVIT (attached page 2).

**DRUG-FREE WORKPLACE AFFIDAVIT (page 2)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with Sumner County Government to provide goods or 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 because it shall be receiving pay pursuant to a contract with the state or any local government to provide goods or services.
3. The Company is in compliance with all State and Federal Laws, Rules and Regulations requiring a drug-free workplace program.

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: \_\_\_\_\_



**ATTACHMENT 3**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;
2. Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the bid, been convicted or had a civil judgment rendered against it
  - A. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
  - B. For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging;
  - C. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

\_\_\_\_\_  
Name of Participant Agency

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative                      Date

\_\_\_\_\_ I am unable to certify to the above statement. Attached is my explanation.

**ATTACHMENT 4**

**CERTIFICATION BY CONTRACTOR**

**I, the undersigned, certify that on behalf of Contractor, I am authorized to attest and obligate the above certification and to legally bind Contractor to these terms, conditions and obligations.**

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

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

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

\_\_\_\_\_ **Witness**

