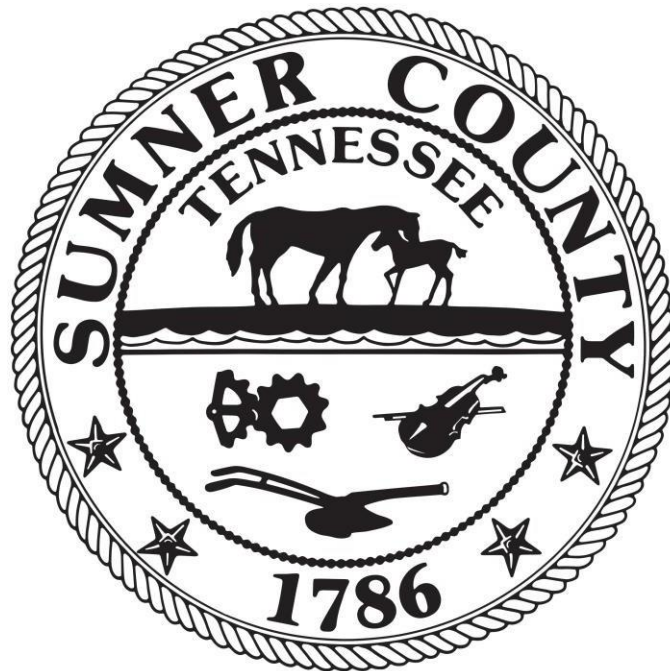


# REQUEST FOR QUALIFICATIONS (RFQ)

## SUMNER COUNTY GOVERNMENT SUMNER COUNTY, TENNESSEE

20211025

Custom Classification and Compensation Plan for Sumner County Government



Purchasing Staff Contact:

Jamie Eden  
(615) 442-1143

[jeden@sumnercountyttn.gov](mailto:jeden@sumnercountyttn.gov)

<b>Original Release Date: 12/10/21</b>	<b>Original Due Date: 2/11/21</b>
<b>Revised Release Date: 09/28/21</b>	<b>Revised Due Date: 10/25/21</b>

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

Sumner County Government, herein known as Sumner County, is requesting a proposal for a [Custom Classification and Compensation Plan](#) to be utilized by the [Sumner County Government](#).

## I. **Proposal Specifications**

Sumner County seeks proposals for professional services from qualified consulting firms experienced in the development of compensation plans. This plan must indicate what actions the county should take to avoid losing its skilled staff and alleviate some of the difficulties in recruiting new employees. This compensation plan for Sumner County will consist of approximately 772 full-time positions and approximately 315 part-time positions with an estimated 275 unique positions. The engagement includes creating or updating job descriptions as needed and recommending wage ranges and possible wage adjustments to align the county's compensation internally and with the external market. Personnel compensation shall be inclusive of the benefits package—for all analyses and recommendations.

### **PROFILE**

Sumner County is located in north-central Tennessee and borders the counties of Davidson (southwest), Macon (east), Robertson (west), Trousdale (southeast), Wilson (south), Allen County, Kentucky (northeast), and Simpson County, Kentucky (north). The county seat of Gallatin is approximately 25 miles northeast of Nashville. The county has a landmass of approximately 543 square miles and an estimated population of 194,279.

Sumner County provides a full range of essential services: police protection, emergency medical services, emergency management planning, and the construction and maintenance of highways, streets, and other infrastructure.

The county's labor market is generally the Nashville–Davidson–Murfreesboro–Franklin, Tennessee Metropolitan Statistical Area, private and public employers.

### **SCOPE OF WORK**

#### A. ON-SITE VISITS

The consultant shall conduct at least three (3) site visits: the first visit shall explain the methodology, the second visit shall meet with the management to ensure correct survey data comparisons, and the third visit shall present the final report and findings. The county further expects ongoing and open communication between the consultant and the county's Finance and Human Resources department throughout performing the work and services and throughout each work phase.

## B. SUPPORT PROVIDED BY COUNTY

The county will provide the consultant with the following information within a reasonable amount of time.

- Current salaries, terms of service, and job classifications
- Current employee benefits
- Copies of any existing job descriptions (if available)
- Personnel policies and procedure manuals

## C. SPECIFICATIONS

At a minimum, the consultant will provide a work plan and timetable that will include the following.

1. The consultant will review the available county-identified job classifications and job descriptions. The consultant will work with each department and modify or create job descriptions and classifications for each unique position. At a minimum, each job description should contain a position's exemption status under the Fair Labor Standards Act (FLSA) and minimum qualifications—required education level, required licenses, required minimum experience, and any other required skills or abilities.
2. The consultant shall conduct a comprehensive compensation market analysis of private and public employers in Nashville-Davidson–Murfreesboro–Franklin, Tennessee Metropolitan Statistical Area, and any other geographical areas necessary to reach valid conclusions.
3. Analyze benefits and leave programs from a competitive standpoint using private and public employers.
4. Create a county-wide cohesive compensation plan, which will assure internal equity and external competitiveness. Recommend appropriate classifications, salary ranges, and adjustments for the existing county employees.
5. Project trend of total compensation activities for the organizations surveyed and recommend options to maintain a competitive market position.
6. Provide a precise mechanism to appropriately slot classifications not included as benchmarks in the survey.
7. For any conclusions reached, design an appeal process for supervisors and employees.
8. As appropriate, within the total compensation model, determine methods and guidelines for adjustments: skill-based pay, market adjustments, promotional increases, etc.
9. Analyze and provide a recommendation for incorporating a rising minimum salary into the proposed pay structure.

#### D. PROJECT DELIVERABLES

At a minimum, the project deliverables shall include a comprehensive compensation study final report, a county-wide cohesive compensation plan, and job descriptions for each unique position.

1. The consultant shall prepare and provide a final report of the findings, including a comprehensive implementation strategy. The comprehensive compensation study final report, and any of the preliminary reports, shall be provided by the consultant to the county in the following quantities and formats—ten (10) hard copy reports and one (1) digital or electronic copy in portable document format (.PDF) via a Universal Serial Bus (USB) drive.

The consultant will provide all job descriptions in Microsoft Word format on a USB drive. At a minimum, each job description should contain a position's exemption status under the Fair Labor Standards Act (FLSA) and minimum qualifications—required education level, required licenses, required minimum experience, and any other required skills or abilities.

The consultant will provide a copy of a county-wide cohesive compensation plan in a Microsoft Office application format on a USB drive.

#### **PROPOSAL FORMAT**

The proposal must consist of two parts: the technical proposal and the price proposal.

The technical proposal shall follow the format listed below.

- Provide an executive summary describing the proposer's ability to meet all minimum requirements and perform the work requested in this solicitation. Provide any other information called for by this solicitation, which the proposer deems relevant, including restating any exceptions to this solicitation. This summary should be brief and concise to apprise the reader of the essential services offered, experience, and qualifications of the proposer, staff, subcontractors, sub-consultants, or suppliers.
- Provide relevant background information for the firm, including a brief history. Please state the number of years the proposer has been in business and the number of years in business operating under the current business name. Provide detailed information on staff members who will be involved in the engagement.
- Provide a detailed description of comparable engagements (similar in scope of service to those requested herein), which the proposer is currently performing (or has completed).

The description should identify for each project:

1. The name and size of the client, address, telephone number, and name of the contact person.
2. A description of the required work; and
3. The contract period and duration.

The pricing proposal shall follow the format listed below.

- The consultant will provide an estimated and guaranteed maximum price for all project work.
- The consultant will provide an estimated annual cost to keep the plan current.

If the county requests additional requirements beyond the original scope of the work described in this RFQ, the county will negotiate these services with the consultant. The consultant will only perform any services outside of this RFQ upon the written approval of the county.

### Desired Pay Study Timeframe:

September- October 2021	RFQ Bid/Selection Process
November 2021	Initial Prep Meetings with Selected Vendor
December 2021	Pay Study Analysis and Scheduled Benchmark Review (1 <sup>st</sup> week)
January 2021	Pay Study Analysis and Scheduled Benchmark Review (1 <sup>st</sup> week)
February 2022	Pay Study Draft Meeting (1 <sup>st</sup> week)
March 2022	Completed Study (Deliverable Date: March 1, 2022)

## II. Proposal Package

The proposal package must include the following, when applicable. The county may reject any proposal as a non-conforming proposal if any item is missing.

- Three complete copies of the proposal or one printed copy of the proposal along with a PDF copy on a USB drive
- Evidence of a valid State of Tennessee business license and Sumner County business license, if applicable. If the vendor does not have a current license, the vendor must provide one within ten business days of award notification
- Evidence of compliance with the Sumner County insurance requirements, if work is performed on Sumner County property (see Section IV)
- RFQ Sheet/Contact Information/Certification by Vendor (Attachment 1)
- Signed and completed Statement of Non-Collusion (Attachment 2)
- Drug-Free Workplace Affidavit (Attachment 3) - Evidence of a company's safety program and, if supported, a drug-testing program
- If the proposal is more than \$25,000, complete a Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Attachment 4)
- Attestation Re Personnel (Attachment 5)
- References, if applicable (Attachment 6)
- Properly completed Internal Revenue Service (IRS) Form W-9

Clearly mark the outside of the package containing the proposal as follows.

**Vendor Name/Contact Email Address**  
Custom Classification and Compensation Plan for Sumner Co. Government

Proposals must be physically received by **Oct 25, 2021 by close of business day**. Proposals received after that time will be deemed invalid. Sumner County is not responsible for deliveries from any carriers. Vendors mailing proposal packages must allow sufficient time to ensure receipt of the package by the time specified. Sumner County shall not accept proposals via electronic transmission such as email, fax, etc. There will be no exceptions. Proposals will be reviewed by November 1, 2021 and anticipated selection of vendor will be announced within a two week window upon proper review and approval of county administration and designated officials.

Proposals may be hand-delivered or mailed to the following address.

Sumner County Government  
Attn: Purchasing Supervisor  
355 N Belvedere Drive, Room 302  
Gallatin, TN 37066

Vendors must guarantee that all information included in the proposal will remain valid for at least 180 days from the proposal's re-opening date (9/27/21) to allow for the evaluation of all submissions.

The vendor shall be responsible for all expenses incurred in connection with the proposal's preparation and submission.

**\*\*\* Please note that this RFQ process has been extended from the original opening date of December 10, 2020, thus previously submitted vendor material from the original process will be honored, if still interested in competing in this extended process. Vendors must be able to commit to the specified details of this revised RFQ by sending written confirmation that pricing and services have not changed or subsequently submit supplemental documentation reflecting any changes/amendments to their original submission by October 25, 2021.\*\*\***

### III. Instructions for Proposal

#### A. Responses

1. The proposal must include point-by-point responses to the RFQ.
2. The proposal you submit cannot contain erasures, whiteout, or correction tape. If you have an error, cross it out, and print corrections in ink or type adjacent to the error and initial ink (by the person signing the proposal).
3. You must specify the payment terms in the proposal.
4. The proposal must include a list of exceptions to the specifications, if any.
5. The proposal must include the vendor's legal name and be signed by a person legally authorized to bind the vendor to a contract.
6. You must meet before submitting all requirements other than bonding and business license. You must meet those requirements, as applicable, before Sumner County signs the contract.
7. The proposer understands and accepts the non-appropriation of funds provision of Sumner County.
8. If noted in the section "proposal specifications," or if later requested, the proposer will be required to provide a reference list of clients.
9. Sumner County is tax-exempt. The vendor shall not include taxes in the proposal.

## B. Vendors

1. All vendors are required to have a current IRS Form W-9 on file with Sumner County. You can obtain the form from the Internal Revenue Service's website at [www.irs.gov](http://www.irs.gov).
2. To comply with the Tennessee Lawful Employment Act (50-1-702 and 50-1-703), non-employees (individuals hired as independent contractors) must have on file any one of the following documents.
  - Valid Tennessee driver's license or photo identification issued by the Department of Safety
  - Valid driver's license or photo identification from another state where the license requirements are at least as strict as those in Tennessee
  - US birth certificate
  - Valid US passport
  - US certificate of birth abroad (DS-1350 or FS-545)
  - Report of birth abroad of a US citizen (FS-240)
  - Certificate of citizenship (N560 OR N561)
  - Certificate of naturalization (N550, N570, or N578)
  - US citizen identification card (I-197 or I-179)
  - Valid alien registration documentation or proof of current immigration registration recognized by the United States Department of Homeland Security that contains the individual's complete legal name and current alien admission number or alien file number (or numbers if the individual has more than one number)
3. If required, a business license must be on file in the finance department. You must provide evidence of the license within ten business days following notification of the award; otherwise, Sumner County may rescind its acceptance of the proposal.

## IV. Insurance Requirements and Liability

Each respondent to the RFQ who may have employees, contractors, or agents working on Sumner County property shall provide copies of current certificates for general and professional liability insurance and workers' compensation that at least meets state standards. There will be no exceptions to the insurance requirement.

The proposer must indemnify and hold Sumner County harmless against any claim which might be filed against it. The proposer also understands that the evidence of required insurance must be submitted within ten business days, unless specified otherwise under RFQ specifications, following the award's notification; otherwise, Sumner County may rescind its acceptance of the proposal.

The vendor shall indemnify Sumner County against liability for any suit, action, 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 settlement of any claim made against the vendor or its subcontractors as a result of the obligations under this contract.

**V. Clarification and Interpretation of RFQ**

The words "must" and "shall" in this RFQ indicate mandatory requirements. Taking exception to any mandatory requirement shall be grounds for rejection of the proposal. There are other requirements Sumner County considers important but not required. It is vital to respond concisely to each section of this document and submit an itemized list of all exceptions.

Any alterations to the proposer's document may be grounds for rejection of the proposal, cancellation of any subsequent award, or any other legal remedies available to Sumner County.

Suppose any interested vendor finds any part of the listed specifications, terms, or conditions to be discrepant, incomplete, or otherwise questionable in any respect. In that case, it is the concerned party's responsibility to immediately notify Sumner County, via email at [purchasing@sumnercountyttn.gov](mailto:purchasing@sumnercountyttn.gov), of such matters.

You must submit all inquiries in writing a minimum of ten days before the proposal's "deadline." All inquiries on proposals will be posted on the Sumner County website at [www.sumnertn.org](http://www.sumnertn.org) under "Bid Notices."

Unauthorized contact regarding this RFQ with employees or officials of Sumner County other than the persons named below may result in disqualification from this procurement process.

Interested parties must direct all communication regarding this RFQ to the following persons (please copy both on any email).

<p><b>RFQ Procedures:</b>                  Jamie Eden                  Purchasing Clerk                  355 N. Belvedere Drive, RM 302                  Gallatin, TN 37066  <a href="mailto:jed@sumnercountyttn.gov">jed@sumnercountyttn.gov</a></p>	<p><b>RFQ Specifications:</b>                  Cheryl Lewis-Smith                  Director of Human Resources                  355 N. Belvedere Drive, RM 101                  Gallatin, TN 37066  <a href="mailto:clewis-smith@sumnercountyttn.gov">clewis-smith@sumnercountyttn.gov</a></p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**VI. Withdrawal or Modification of Proposal**

You may withdraw your proposal at any time for any reason. You may resubmit your proposal up to the time designated for the receipt of proposals, provided it fully conforms to the same general terms and requirements.

**VII. Procedures for Evaluating Proposals and Awarding Contract**

In comparing the proposals to this RFQ and making awards, Sumner County may consider such factors as the quality and thoroughness of a proposal, the record of experience, the references of the respondents, and the integrity, performance, and assurances of the proposal in addition to that of the proposal price. Sumner County reserves the right to ask questions of the proposer for clarification of the proposal.

- The county will examine the proposals for compliance with the requirements set forth herein.
- The county will reject proposals that do not comply without further evaluation.
- The county will subject all proposals to technical analysis and evaluation.



**VIII. Awarding of or Right to Seek a New Proposal**

Sumner County reserves the right to accept or reject any or 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.

Suppose the awarded vendor violates any terms of their proposal, the contract, Sumner County policy, or any law. In that case, the county may disqualify them from proposing for two years for minor violations or longer for significant violations. The county will not accept proposals from disqualified proposers during their period of disqualification.

**IX. Open Records**

After the county awards a contract to a proposer, all proposals will be subject to the Tennessee Open Records Act and available to the public upon written request. You can locate instructions on how to request records on the Sumner County website ([www.sumner.tn.org](http://www.sumner.tn.org)).

**X. Assignment**

Neither the vendor nor Sumner County may assign this agreement without the other party's prior written consent.

**XI. Invoicing**

Invoices are to be submitted to:

Sumner County Finance Department  
355 N Belvedere Drive, RM 302  
Gallatin TN 37066

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

**XII. Contract Nullification**

Sumner County may nullify the contract at any time if, in the judgment of Sumner County, the vendor(s) has failed to comply with the terms of the agreement. If the county nullifies the contract, the county will pay valid amounts in arrears, but the county will owe no other sum to the vendor(s). The agreement between Sumner County and the vendor (s) is contingent upon an approved annual budget allotment. It is subject to restrictions or cancellation if budget adjustments are deemed necessary by Sumner County with thirty days notification.

### **XIII. Applicable Law**

Sumner County 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 vendor agrees he/she shall comply with all local, state, and federal laws, rules, and regulations, including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

Suppose any claim should arise concerning this contract for a violation of any such local, state, or federal laws, rules, or regulations. In that case, 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 of the State of Tennessee.

Sumner County does not enter into contracts that 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 the United States Federal District Court for the Middle District of Tennessee.

Additionally, it is a violation of state statutes 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.

### **XIV. Data Privacy and Security**

Personal information (PI) includes but is not limited to that information protected by HIPAA, the HITECH Act, or Gramm-Leach-Bliley, or such information that would allow a third party to access the personal, medical, or financial records of any party. Vendor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PI complies with all applicable federal and state privacy and data protection laws. The vendor represents and warrants that the vendor will maintain compliance with SSAE16 standards and shall undertake any audits and risk assessments the vendor deems necessary to maintain compliance with SSAE16. Vendor shall provide Sumner County with the name and contact information of an employee of the vendor who shall serve as Sumner County's primary security contact and shall be available to assist the customer promptly, as a contact in resolving obligations associated with any security incident in which it is reasonably suspected that there has been a breach of information security. The vendor shall mitigate or resolve any security incident at the vendor's expense and in accordance with applicable privacy rights, laws, regulations, and standards. The vendor shall reimburse Sumner County for the actual costs incurred by Sumner County in responding to and mitigating the damages caused by any security incident, including all costs of notice and remediation incurred under the applicable law as a result of the security incident.

### **XV. Iran Divestment Act**

By submission of this proposal, each proposer and each person signing on behalf of any proposer, and in the case of a joint proposal, each party thereto certifies as to its organization, under the penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to TCA § 12-12-106.

**ATTACHMENT 1 – RFQ Sheet/Contact Information/Certification by Vendor**

Sumner County Government  
 355 N Belvedere Drive, Room 302, Gallatin, TN 37066

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

Company Official Address: \_\_\_\_\_

\_\_\_\_\_

Company Website: \_\_\_\_\_

Company Phone: \_\_\_\_\_

Date: \_\_\_\_\_ Proposal Valid Thru Date: \_\_\_\_\_

Proposal Number/Title: **20211025 Custom Classification and Compensation Plan for Sumner Co. Government**

Deadline: **October 25, 2021 @ close of business day**

Proposal Amount: Fill out, if applicable (for multiple years)  check the box if the price list is attached

Year	Amount

**Contact person for project administration:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

**Certification by Vendor:**

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

\_\_\_\_\_  
 Authorized Company Representative Name and Title (printed)

\_\_\_\_\_  
 Authorized Company Representative (signature)

\_\_\_\_\_  
 Date

**ATTACHMENT 2 – Statement of Non-Collusion**

The undersigned affirms they are duly authorized to execute this contract. This company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other respondent. This proposal's contents as to the prices, terms, or conditions of the said proposal have not been communicated by the undersigned or by any employee or agent to any other person engaged in this type of business before the official opening of this proposal.

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

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

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

\_\_\_\_\_  
Authorized Company Representative Name and Title (printed)

\_\_\_\_\_  
Authorized Company Representative (signature)

\_\_\_\_\_  
Date

### **ATTACHMENT 3 – Drug-Free Workplace**

The Sumner County Government is committed to maintaining a safe and productive work environment for its employees and providing high-quality service to its citizens. This policy aims for Sumner County employees and vendors to remain, or become, and remain drug-free. Abuse of and dependency on alcohol or drugs can seriously affect the health of employees, vendors, and citizens, jeopardize personal safety, impact others' safety, 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 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 that have safety-sensitive positions.

Contracts – Any vendor 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 the completion of the DRUG-FREE WORKPLACE AFFIDAVIT (*Attachment 3, page 2*).

**ATTACHMENT 3 (page 2) – Drug Free Workplace Affidavit**

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

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

The undersigned principal officer of \_\_\_\_\_, an employer of five 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 on behalf of the company.
3. The company complies with all state and federal laws, rules, and regulations requiring a drug-free workplace program.

Further affiant saith not.

\_\_\_\_\_  
Principal Officer (printed)

\_\_\_\_\_  
Principal Officer (signature)

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

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

\_\_\_\_\_ with whom I am personally acquainted (or proved to me based on satisfactory evidence) appeared before me and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at the office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**ATTACHMENT 4 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies, to the best of its knowledge and beliefs, 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 years 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 years preceding the proposal, been convicted, or had a civil judgment rendered against it
  - For the commission of a 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.
  - For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or proposal rigging; or
  - 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 rejection of this proposal or termination of the award. Moreover, under 18 USC § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

\_\_\_\_\_  
Company Legal Name

\_\_\_\_\_  
Authorized Company Representative Name and Title (printed)

\_\_\_\_\_  
Authorized Company Representative (signature)

\_\_\_\_\_  
Date

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

**ATTACHMENT 5 – Attestation Re Personnel**

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

Company Legal Name:	
Federal Employer Identification Number (or Social Security Number):	

The contractor identified above does hereby attest, certify, warrant, and assure that the contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this contract and shall not intentionally use the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this contract.

\_\_\_\_\_  
 Authorized Company Representative Name and Title (printed)

\_\_\_\_\_  
 Authorized Company Representative (signature)

\_\_\_\_\_  
 Date



**ATTACHMENT 6 – References**

1. **Project Name/Location:** \_\_\_\_\_

Agency/Department: \_\_\_\_\_

Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_

Project Manager/Contact: \_\_\_\_\_

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

2. **Project Name/Location:** \_\_\_\_\_

Agency/Department: \_\_\_\_\_

Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_

Project Manager/Contact: \_\_\_\_\_

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

3. **Project Name/Location:** \_\_\_\_\_

Agency/Department: \_\_\_\_\_

Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_

Project Manager/Contact: \_\_\_\_\_

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

4. **Project Name/Location:** \_\_\_\_\_

Agency/Department: \_\_\_\_\_

Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_

Project Manager/Contact: \_\_\_\_\_

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

*\*Proposers may copy this page and submit additional references.*