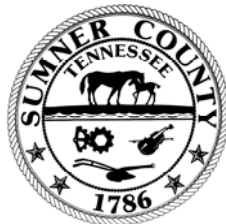


PROPOSAL REQUEST

For Oxygen Supplies

For the
Sumner County Emergency
Medical Service



SUMNER COUNTY GOVERNMENT
SUMNER COUNTY, TENNESSEE
July, 2011

Introduction

David L. Pigna, Purchasing Director for Sumner County, Tennessee, is hereby requesting a proposal for oxygen supplies to be used by the Sumner County Emergency Medical Service (EMS).

General Information

Sumner County Government (hereinafter referred to as "Sumner County") is hereby requesting proposals to be submitted for oxygen supplies for the Sumner County EMS headquartered at 411 South Water Avenue, Gallatin, Tennessee 37066.

General Requirements

Proposals, bids, or responses will be accepted by Sumner County no later than 2:00 p.m., **July 15, 2011** (local time). Every proposal must be enclosed in an envelope clearly marked Sumner County EMS Oxygen Supplies proposal, and shall include three (3) copies.

All proposals shall be submitted to the following address:

David L. Pigna, Purchasing Director
Sumner County Government
355 North Belvedere Drive, Rm. 205
Gallatin, Tn. 37066
dpigna@sumnertn.org

Questions should be directed to Dale Allen (dallen@sumner-ems.org) 615-451-0429 ext 122

All timely responses shall be reviewed by the appropriate Committee, and if necessary, the full Sumner County Commission prior to acceptance/bid award. Responses may be hand delivered or sent by mail, and must address the specifications set forth in this request. Any response, bid, or proposal received after the above deadline shall be considered late, and will not be opened or considered.

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

Timeframe

The timeframe for all responses must be complete and in possession of Sumner County by 2:00 pm (local time) on **Friday, July 15, 2011**.

Proposals will be opened at an unspecified time after the **July 15th** deadline of 2:00 p.m. (local time).

Each submission/proposal must be complete. Any incomplete/incorrect responses will be rejected.

All respondents will comply with this RFP as a basis for the award of the bid.

Approval

The actual acceptance of any proposal may be delayed. **Therefore, all bid responses must remain valid for a period of no less than ninety (90) days.** Any exclusion to this shall be indicated in the response to this request.

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, as well as professional liability insurance, and workers' compensation of a minimum of **\$250,000.00**. The owner or principal of each respondent must also be insured by workers' compensation if they perform any of the services on Sumner County properties. **There will be no exceptions to the insurance requirement.**

Bond Requirements

Sumner County requires a bond, or letter of credit, for any construction projects that exceed \$25,000.00 upon bid award.

Payments

Invoices that are submitted by the awarded bidder are required to provide accurate and current addresses. Payment terms shall be specified in the bid response, including any discounts for early payment. The Finance Department of Sumner County discourages the practice of picking up checks in person, unless there is an emergency situation.

Invoices are to be submitted to:

Sumner County EMS
411 South Water Avenue
Gallatin, Tennessee 37066

Invoicing & Terms of Payment: The contractor must provide an invoice upon completion of the specified requested services, and acceptance by Sumner County Government. All invoices shall indicate payment terms and any prepayment discounts.

Proposals requirement details:

This includes, but not limited to the following information. Any alternative recommendations may be so noted and priced separately from the basic request.

- The tanks requested are sizes "M" and "D" with 100% oxygen content
- Supplier must provide a 24 hour emergency contact number
- Supplier must provide a 24 hour emergency delivery capability
- Deliveries must be made one day per week, each week
- Supplier must provide periodic hydro testing
- All pricing shall include tank filling
- All pricing shall include tank rental
- All pricing shall include filling of SCEMS owned tanks
- Pricing shall be guaranteed from July 15, 2011 until July 15, 2012

Bidder understands and accepts the non- appropriation of funds provision of the Sumner County government.

In the event that the county, in its annual budgetary preparation, determines that funds are not available to continue this agreement, then the County can give notice that the agreement shall end at no additional cost to the County, except for any unbilled costs or expenses due at that time (date of notice).

Parties hereby agree that any event which brings about the end of this agreement, whether by end of term, or early termination, requires that any data, records, or information referencing or created, on behalf of, or for, the County shall be copied or returned to the County in a commercially standard format on a commercially standard media at no cost to County within ten (10) working days or at a time agreed to by the County.

This agreement shall be interpreted pursuant to the laws of the state of Tennessee and any litigation arising from or about this agreement shall be filed in the courts of Sumner County, Tennessee or the United States Court for the Middle District of Tennessee.

Tax Status

Sumner County is tax exempt.

Bidder Requirements

- Contractor, if located in Tennessee, is required to provide evidence of a valid State of Tennessee /Sumner County Business License and meet the Sumner County license requirement
- Contractor is required to provide evidence that you meet the Sumner County Government Insurance Requirements if work is performed on Sumner County Property
- Contractor is required to provide a reference list of clients that have a current contract for services with their company
- Contractor shall provide evidence of a company safety program and, if supported, a drug testing program **(SEE ATTACHMENTS I & II)**

The entity responsible for fulfilling this agreement shall be identified in the proposal response.

Right to Seek a New Proposal

Sumner County reserves the right to receive, accept, or reject any and all proposals for any, or all, reasons.

Proposals will be awarded to the best overall respondent as determined by that which is in the best interests of Sumner County.

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.

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, within thirty (30) days notification, to restrictions, or cancellation if budget adjustments are deemed necessary by Sumner County.

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) _____

Title _____

Authorized Company Official
(Print Name) _____

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 laws, 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, statutes, 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.

Therefore, 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.

ATTACHMENT 1

DRUG-FREE WORKPLACE

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 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 must comply with all State and Federal drug free workplace laws, rules & regulations and so certify this compliance by completion of the DRUG-FREE WORKPLACE AFFIDAVIT.

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____
COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Sumner County, TN 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 & 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 II

The Contractor Certifies And Agrees To Abide By The Following Terms And Conditions And That It As Well As Any Sub-Contractors, Third-Party Participants And Employees Shall Comply With The Following Terms, Statutory Requirements And Conditions Including Debarment, Suspension, Ineligibility And Voluntary Exclusion:.

- (1) The payment of an invoice by the County, State or Federal Government shall not prejudice the County's right to object to or question any invoice or matter in relation thereto. Such payment shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. Any invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- (2) The Contractor is assumed to be familiar with and observe and comply with any and all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The Contractor shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement. Failure of the Contractor to comply with this provision shall constitute a material breach of this Agreement and subject the Contractor to the repayment of all damages suffered as a result of said breach.
- (3) The Contractor warrants that no amount shall be paid directly or indirectly to an employee or official of the County, the State or the Federal government as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement. No member of or delegate to the Congress of the United States shall receive any share any or part thereof of this Agreement or any benefit arising therefrom.
- (4) The Contractor shall submit any data, reports, records, agreements, and other documents relating to the Project as the County, State or Federal government may require.
- (5) Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP). The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- (6) The Contractor understands and agrees that pursuant to the American Recovery and Reinvestment Act (ARRA) that provides the U.S. Comptroller General and his representatives has the authority to examine any records of the contractor or any of its subcontractors, or any State or local Contractor administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government Contractor administering the contract, regarding such transactions.
- (7) In accordance with all State and Federal regulations governing Contractor Debarment and Suspension, the Contractor shall not permit any suspended, debarred or excluded business organizations or individual persons to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subcontractor.

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

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local County or Contractor;
- Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement 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;

- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(8) In connection with the performance of any Project, the Contractor shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status.

When appropriate, the Contractor shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

The Contractor further agrees that it will provide this information in all lower tier covered transactions, Disadvantaged Business Enterprises and in all solicitations for lower tier covered transactions.

The Contractor shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Contractor shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

The Contractor will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

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, conditons and obligations.

_____ Title
 _____ Name
 _____ Date
 _____ Witness