

## Invitation to Bid

### 030116 PHYSICAL SECURITY INTEGRATION MANAGEMENT SYSTEM

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 030116 PHYSICAL SECURITY INTEGRATION MANAGEMENT SYSTEM until 10:00 a.m. CDT March 1, 2016. Bid responses will be opened at that time, taken under advisement and evaluated. Should you have any questions please contact Dwayne Moniz at 615-452-2616 ext 1914. All proposals are subject to the Board of Education's conditions and specifications which are available from Vicky Currey, Purchasing Supervisor (615) 451-6560. All bids can be viewed on line at [www.sumnerschools.org](http://www.sumnerschools.org).

## NOTICE TO RESPONDENTS

Responses to an Invitation to Bid will be received by the Purchasing Supervisor in the SUPPORT SERVICE FACILITY CONFERENCE ROOM, Sumner County Board of Education, 1500 Airport Road Gallatin, TN 37066. They will be received until **10:00 A.M. Local Time MARCH 1, 2016** for **030116 PHYSICAL SECURITY INTEGRATION MANAGEMENT SYSTEM**, at which time the responses will be opened, taken under advisement and evaluated. ***BIDS WILL BE POSTED ON [www.sumnerschools.org](http://www.sumnerschools.org) and [www.sumnertn.org](http://www.sumnertn.org)***

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### GENERAL REQUIREMENTS AND CONDITIONS

1. The Sumner County Board of Education/Sumner County Government reserves the right to accept or reject any and/or all responses in whole or in part, and to waive informalities therein.
2. Any responses received after the scheduled closing time for the receipt for responses will not be considered.
3. If a mistake is discovered after the responses are received, only the Sumner County Board of Education/Sumner County Government may allow the respondent to withdraw the entire response.
4. Partial payments will not be approved unless justification for such payment can be shown. Terms will be net 30 days.
5. Payment will not be made until the said **030116 PHYSICAL SECURITY INTEGRATION MANAGEMENT SYSTEM** are inspected and approved as meeting all specifications by persons appointed by the Sumner County Board of Education/Sumner County Government.
6. Responses submitted must be in a sealed envelope and marked on the outside as follows:  
**RESPONSE: 030116 PHYSICAL SECURITY INTEGRATION MANAGEMENT SYSTEM**  
**DEADLINE: MARCH 1, 2016 @ 10:00 A.M.**
7. Facsimile responses will not be considered.
8. If a successful bidder violates any terms of their bid, the contract, school board policy or any law they may be disqualified from bidding for a period of two years for minor violations or longer for major violations. Bids from disqualified bidders will not be accepted during the period of disqualification.
9. Prices quoted on the response (if any) are to be considered firm and binding until the said **030116 PHYSICAL SECURITY INTEGRATION MANAGEMENT SYSTEM** are in the possession of the Sumner County Board of Education – Purchasing Supervisor.
10. No purchase or contract is authorized or valid until the issuance of a Purchase Order in accordance with Sumner County Government Policy. No Employee is authorized to purchase equipment, supplies or services prior to the issuance of such a Purchase Order.
11. Any deviation from these stated terms, specifications and conditions must be coordinated with and approved in writing by the Purchasing Supervisor, Vicky Currey (615) 451-6560.
12. All bids that exceed \$25,000 must have the Company Name, License Number, Expiration Date thereof and License Classification of Contractor listed on outside of sealed envelope. As required by State of Tennessee Code Annotated 62-6-119.
13. The awarded bidder will be required to post a performance and payment bond in the amount of 25% of the contract price if it exceeds \$100,000 as stated by State of Tennessee Code Annotated 12-4-201.
14. If the project cost is in excess of \$25,000 a performance bond must be secured by the requesting party in an amount equal to the market improvement value.

# PROPOSAL REQUEST

NUMBER: 030116

TITLE: Physical Security Integration Management System



## SUMNER COUNTY BOARD OF EDUCATION SUMNER COUNTY, TENNESSEE

**Purchasing Staff Contact:**

**Vicky Currey**

**(615) 451-6560**

**[vicky.currey@sumnerschools.org](mailto:vicky.currey@sumnerschools.org)**

**Sumner County Sheriff's Office Contact**

**Dwayne Moniz**

**(615) 452-2616 ext. 1914**

**[dmoniz@sumnersheriff.com](mailto:dmoniz@sumnersheriff.com)**

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 Sheriff's Office, or herein known as "Sheriff's Office", is hereby requesting a proposal for 030116 PHYSICAL SECURITY INTEGRATION MANAGEMENT SYSTEM.

## 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 Government Insurance Requirements, if work is performed on Sheriff's Office 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 Government. 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 2m: 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 the Sheriff’s Office 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 School System, via email at [vicky.currey@sumnerschools.org](mailto:vicky.currey@sumnerschools.org), of such matters immediately upon receipt of this Request for Proposal. All questions must be received by February 19, 2016 at 12 Noon.

## **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 Government 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 EMA 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 Sheriff’s Office 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 Sheriff's Office approval of conformance with specifications.

**VIII. Deadline**

Sealed proposals will be accepted until MARCH 1, 2016 @ 10:00 A.M. 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 "PHYSICAL SECURITY INTEGRATION MANAGEMENT SYSTEM" 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

**XI. Right to Seek a New Proposal**

**The Sumner County Government 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, Sheriff's Office 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 "Bids" link.

**XV. Assignment**

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

**XVI. Liabilities**

The vendor shall indemnify Sumner County Government 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 Government 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 Sheriff's Office 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**

Sheriff's Office may, at any time, nullify the agreement if, in the judgment of Sheriff's Office, 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 Sheriff's Office 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 Sheriff's Office.

**XX. Applicable Law**

Sumner County, Tennessee is an equal opportunity employer. Sumner County Government 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 Government 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 Government 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.

## GENERAL REQUIREMENTS

It is the intent of these specifications to obtain proposals from qualified vendors to provide a Physical Security Integration Management System (PSIM) at the following County facilities:

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

Average Population: 832  
Door Count: 498  
Intercom: 354  
Approx. Camera: 264

Any item not specifically mentioned but necessary for the delivery and operation of the proposed system shall be included in this proposal. These specifications and requirements should be in sufficient detail to secure proposals on comparable services.

- The requirements listed herein should be met by all offeror's proposals. In instances where the proposal differs from these requirements, offeror shall note the difference and describe in detail how their proposal will meet the County's needs without including this specific requirement. Failure to meet these requirements may be cause for rejection of the vendor's proposal at the County's discretion.

### Schedule

The estimated schedule for the RFP is as follows:

Delivery of RFP: January 31st, 2016

Mandatory Pre-proposal conference: February 15th, 2016 @ 9AM Central

This is the Offeror's opportunity to ask questions and to tour the facility. Please call or e-mail in advance to confirm your attendance by contacting Brad Penick, at 615/655-4865 or e-mail [dmoniz@sumnersheriff.com](mailto:dmoniz@sumnersheriff.com). All prospective vendors are required to visit and examine the job site as a requirement to submit a proposal.

Location: Sumner County Jail  
117 West Smith Street  
Gallatin, TN 37066

Additional question submittal deadline 12 Noon, February 19th, 2016

All additional questions are to be email to [dmoniz@sumnersheriff.com](mailto:dmoniz@sumnersheriff.com). Questions will be reviewed. Submitted questions and answers will be forwarded to all prospective vendors by February 23rd, 2016.

RFP response deadline: 10:00 a.m., March 1st, 2016

Contract Award: Upon Funding

Installation/Cut-Over TBD – By agreement between the County and Vendor

## **Definitions**

For the purpose of this RFP, the terms “Vendor” and “Offeror” refer to the provider of equipment and services. The word “County” will refer to Sumner County Sheriff’s Office. The Physical Security Integration Management System will be referred to as “PSIM.”

## **RFP Submission**

Each Vendor must attend the Pre-proposal conference on February 15th, 2016 @ 9AM Central and also must prepare a written response. Proposal shall be formatted consistent with the specific sections and numbered paragraphs and must respond to each on an individual basis. Failure to address any item shall be interpreted as non-compliance. Vendors must respond to all paragraphs and submit the following:

- Letter of transmittal
- Vendor Qualifications and Experience
- Summary of Compliance with Technical Requirements

One (1) original and two (2) copies of the RFP response must be returned no later than 10:00 a.m., March 1st, 2016

A letter of transmittal must be attached to the proposal. Included in the letter shall be a statement that identifies all materials and enclosures being forwarded in the proposal. The letter of transmittal must be signed by the person who is authorized to contractually commit the Vendor’s organization.

Proposals not received by this time and date will be automatically disqualified from consideration and sent back to the Vendor unopened. Each proposal should have the proposal marked “Physical Security Integration Management System Request for Proposal, Sumner County, Tennessee” on the outside of the package and should be sealed. Original proposal must be clearly marked “ORIGINAL” and contain all original signatures.

## **Vendor Inquiries**

If additions, deletions, modifications or clarifications to the RFP become necessary, the changes will be noted by written addendum to the Vendors. Nothing presented orally during Vendor inquiries will modify or alter the specifications.

The Vendor shall identify a contact person who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to requests for clarification, if any, and must provide the following:

- Name
- Organization
- Address
- Email address
- (Area Code) Telephone Number: Office & Cell

## **Basis of Award**

The County will review all responses to assure compliance with the specifications. Vendor may be excluded from further consideration for failure to comply with the specifications of the RFP.

A PSIM is a vital service to the County; the ease of use, operation efficiencies, robust and built-in redundancies within the proposed system and added security are some of the important aspects expected to be derived from this service.

The County prefers a Vendor that develops its own software and builds its own systems because it is advantageous to have a single point of contact. It is our preference to work with a company that is the sole source for engineering, deploying, and maintaining its own solutions.

- Describe your system and how it will meet this requirement. A Vendor's ability to provide this type of solution will be viewed favorably.

The County expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which is determined to be the best evaluated offer. Therefore, in selecting a vendor, the County will not rely exclusively on lowest bid in awarding a contract as noted in the evaluation criteria below.

The contents of this solicitation and the Vendor's response, when submitted to and accepted by the County, shall become an integral part of any contract agreed upon between the Vendor and the County.

To ensure specified performance of the proposed system, the County reserves the right to require a Vendor(s) to demonstrate the system and any features specified in this RFP.

## **PHYSICAL SECURITY INFORMATION MANAGEMENT SYSTEM**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION**

##### **A. Summary:**

1. All Security Electronic systems provided for the project shall be designed to be expandable or upgradeable to accommodate future additions, expansion and remodeling of the facility.

##### **B. General:**

1. Furnish all labor, materials, tools, equipment, training and services for the Security Management System as indicated in accordance with the provisions of the Contract Documents.
2. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.

## PART 2 - PRODUCTS

### 2.1 GENERAL

#### A. Manufacturer:

1. Manufacturer must have an authorized service organization within 250 miles of the project.

2. Touch-Screen Capable Integrated Security Management System:

#### B. Systems:

1. Provide a complete system designed to operate as a single coordinated unit.

2. The interaction time between system input at the touch screen, with mouse capability or workstation and the activation of a field device shall not exceed 0.50 second. The interaction time between field input device and display on the touch screen control panel shall not exceed 0.50 second.

### 2.2 INTEGRATED SECURITY CONTROL AND MANAGEMENT SYSTEM

#### A. General

1. This document is intended to specify the general requirements for the equipment, materials, labor, documentation, programming, and services necessary to develop/furnish a complete and operational Physical Security Integration Management system (PSIM). The specifications herein represent general, minimally-acceptable criteria. Detailed systems descriptions will be developed in-conjunction with the Security Electronics Systems Integrator during the submittal process.

#### B. Description

1. Provide a complete, fully integrated control and monitoring system at locations detailed below and utilizing Security Control and Monitoring System Workstations (WKS) connected to a PSIM network which is to be built. Each WKS shall be capable of complete individual and simultaneous security control and monitoring. Provide all labor, materials, equipment, software, programming, and supervision to configure, integrate, install, calibrate, adjust, demonstrate, test, train, warrant, and maintain the total system.

2. The PSIM system shall consist of a fully automated computer-based integrated security, control, and management system, including, but not limited to, the following functions and capabilities:

A. Direct Integration between the PSIM and the Smart Programmable Logic Control (SPLC) System to provide automatic alarm/event annunciation, control, and information management functions provided by a single master program. Communications to Standard PLC systems shall be accomplished via OLE for PLC (OPC) protocol.

B. Integration with the Close Circuit Television System (CCTV) and Network Video Recorders (NVR) to provide automatic camera call-up display on alarm/event monitors or designated others, manual camera call-up display and automatic/manual Video control. Integration with the Video Management System (VMS) Digital Video to provide automatic video/voice channel call-up display/playback or record on alarm/event monitors, manual channel call-up display/playback or

record and automatic/manual Video. Capable of direct IP camera call-up without CCTV/DVR/NVR interaction.

C. Integration with Fire Alarm Control Panel (FACP) systems to provide secondary alarm notification (display-only) information to the PSIM operator.

D. Integration with doors for alarm/event annunciation and Electronic Entry (Access) Control Systems (ACS).

E. Integration control of the Intercom to provide communications between master control and all substations.

F. Implementation and Integration of a new Master Clock (MC) system to provide system-wide time synchronization. **\*\*\*Must have\*\*\***

G. The PSIM **shall be capable of providing server redundancy**. In the event of a primary server failure, the backup server will assume operation of the system automatically with no loss of data or interruption of I/O activity. Redundancy implementation shall not include the use of third-party software or hardware, and shall not involve the use of a manual or automatic hardware “fail-over controller.” Redundancy must be able to optionally support dual redundant Ethernet communications paths via multiple NICs.

H. Provide a Warranty service agreement to service the new PSIM system for a period of 5 years respectively.

I. Provide training of Jail Personnel in proper operation and maintenance of control system, and to provide additional training for new hires as needed for a period of at least 3 years from date of completion at no additional cost to the County.

J. The system equipment and installation shall comply with all provisions and requirements of this specification as well as any and all applicable federal, state, and local codes and standards.

**SUMNER COUNTY BOARD OF EDUCATION**

Purchasing Department  
1500 Airport Road  
Gallatin, TN 37066

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

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

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

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

DATE \_\_\_\_\_

BID TITLE 030116 PHYSICAL SECURITY INTEGRATION MANAGEMENT SYSTEM

DEADLINE MARCH 1, 2016 @ 10:00 A.M.

BID GOOD THRU \_\_\_\_\_

NOTES: \_\_\_\_\_

\_\_\_\_\_

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**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 Government 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; or
  - 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