

Invitation to Bid

20180621-1-CO

HVAC COMPREHENSIVE MAINTENANCE AGREEMENT SUMNER COUNTY

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 HVAC COMPREHENSIVE MAINTENANCE AGREEMENT SUMNER COUNTY until 10:00 A.M. CST June 21, 2018. Bid responses will be opened at that time, taken under advisement and evaluated. Should you have any questions please contact Kim Ark at (615) 452-3604. 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 online at www.sumnerschools.org and www.sumnertn.org.

PROPOSAL REQUEST

Comprehensive HVAC Master Maintenance Agreement



**SUMNER COUNTY GOVERNMENT
SUMNER COUNTY, TENNESSEE**

Advertisement Date: June 3rd, 2018

Deadline: June 21st, 2018 at 10:00 am

Introduction

Sumner County Government is hereby requesting a proposal for a Comprehensive Maintenance Master Agreement for the HVAC systems at the following Sumner County locations:

- 1) Sumner County Administration Building- 355 North Belvedere Drive., Gallatin
- 2) Sumner County Archives- 365 N. Belvedere Drive, Gallatin
- 3) Sumner County Emergency Services (EMA-EMS-E-911)- 255 Airport Road, Gallatin
- 4) Emergency Communications Center (ECC/EOC)- 253 Airport Road, Gallatin
- 5) Sumner County Court House-100 Public Square, Gallatin
- 6) Sumner County Sheriff's Office/Jail/Criminal Justice Center (CJC) - 117 West Smith Street, Gallatin
- 7) Sumner County Animal Control Facility - 1033 Union School Road, Gallatin
- 8) Sumner County Juvenile Justice Center/Adult Probation Center (2 buildings)- 225 East Main Street, Gallatin
- 9) Sumner County Health Department in Gallatin - 1005 Union School Road, Gallatin
- 10) Sumner County Library in Gallatin -123 E. Main Street, Gallatin
- 11) Sumner County Library in Millersville- 1174 Louisville Hwy, Millersville, Tennessee
- 12) Children Are People/Volunteer Fire Station- 117 E. Winchester Street, Gallatin
- 13) Sumner County Tennessee Rehabilitation Center-1019 Union School Road, Gallatin

Interested bidder is required to complete a site visit with County Maintenance staff. See specific proposal requirements in section XXII.

General Information

I. Proposal Package

All sealed proposal packages must include all of the following. 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 is required to be eligible to bid
- You must be licensed in your respective field at the time you bid and evidence of such compliance must be included in the bid or it may be rejected
- Evidence of compliance with the Sumner County Government's 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)

The license requirements stated above applies to **every** requested project and to **all** bid responders, and shall include the following information on the outside of the bid envelope.

- 1) Name of company and principal owner, business license number, expiration date, and license classification
- 2) In addition to item (1) the same is applicable to masonry contractors if the work performed > \$100,000.00
- 3) In addition to item (1) the same is applicable to HVAC, electrical, plumbing, or A/C contractors if the work performed > \$25,000.00
- 4) In addition to item (1) the same is applicable plus the department of environment and conservation license number and classification, applicable to geothermal contractors if the work performed is > \$25,000.00
- 5) If the prime contractor performs the masonry portion of the project, or any of the above listed contractor skill sets, and the work performed > \$100,000.00, it must be so designated
- 6) Only one (1) contractor in each classification listed shall be written on the bid envelope

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 Finance Department. 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 elected official or department head shall forward a completed form W-9 to the finance department. It can be obtained from the finance department, Sumner County's web site, or the Internal Revenue Service's website at 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

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 Government 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@sumnertn.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 Sumner County website (<http://www.sumnertn.org/>) under “Bids

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 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 Sumner County properties. There will be no exceptions to the insurance requirement.

VII. Bond Requirements

Per State statute, Sumner County requires a performance bond, or bank letter of credit, for any **construction** projects that exceed \$25,000 upon bid award.

VIII. 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 Sumner County's approval of conformance with specifications. The Sumner County Finance Department does not allow the practice of picking up checks in person.

IX. Deadline

Sealed proposals will be accepted until **Thursday, June 21st, 2018 @ 10:00 am**. 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. Proposals will be opened and read aloud. The reading of the bids will begin at 10:00 A.M. CST.

X. 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.

XI. Package

The package containing the proposal must be sealed and clearly **marked "SUMNER COUNTY COMPREHENSIVE HVAC MAINTENANCE AGREEMENT PROPOSAL AND DO NOT OPEN"** on the outside of the package.

Responses must be hand delivered or mailed to the following address:

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

XII. Right to Seek a New Proposal

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.

XIII. 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.

XIV. 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.

XV. Open Records

After the bid is awarded, all proposals will be subject to the provisions of 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 Sumner County website at <http://www.sumnertn.org/> under "Bids" link.

XVI. Assignment

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

XVII. 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.

XVIII. Tax Status

Sumner County is tax exempt.

XIX. Invoicing

Invoices are to be submitted to:

Sumner County Government
Attn: Jaime Muncy
355 North Belvedere Drive
Room 102
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.

XX. Contract Nullification

Sumner County Government may, at any time, nullify the agreement if, in the judgment of Sumner County Government, 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 Government.

XXI. 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 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.

XXII. Specific Proposal Requirement Details

Sumner County is requesting proposals for a Comprehensive HVAC (full) coverage maintenance agreement for each of the following locations. The coverage shall include all/every components of the HVAC system, including, but not limited to, the control systems, belts, filters, lubricants, parts, electrical, valves, piping, labor, travel expenses, and any miscellaneous expenses. The expectation is that each HVAC systems, including all components shall operate at, or better than, the factory specification level. No additional charges shall be accepted by the County, while this agreement is in effect, notwithstanding, due to unforeseen failure, entire unit replacements, overtime, or acts of God. (Overtime shall be defined as any call for service initiated by County personnel after normal business hours.)

Note: To ensure that pricing is accurate for each location, each bidder will be required to make a site visit at each location to identify the HVAC equipment to be covered. Site visits will be scheduled between the hours of 9:00am and 3:00pm M-F. (No exceptions). The bidder is totally responsible for the accuracy of the pricing, and any omissions.

Appointments may be scheduled via telephone/email for the following locations:

- 1) Sumner County Administration Building- 355 North Belvedere Drive., Gallatin
- 2) Sumner County Archives- 365 N. Belvedere Drive, Gallatin
- 3) Sumner County Emergency Services (EMA-EMS-E-911)- 255 Airport Road, Gallatin
- 4) Emergency Communications Center (ECC/EOC)- 253 Airport Road, Gallatin
- 5) Sumner County Court House-100 Public Square, Gallatin
- 6) Sumner County Sheriff's Office/Jail/Criminal Justice Center (CJC) - 117 West Smith Street, Gallatin
- 7) Sumner County Animal Control Facility - 1033 Union School Road, Gallatin
- 8) Sumner County Juvenile Justice Center/Adult Probation Center (2 buildings)- 225 East Main Street, Gallatin
- 9) Sumner County Health Department in Gallatin - 1005 Union School Road, Gallatin
- 10) Sumner County Library in Gallatin -123 E. Main Street, Gallatin
- 11) Sumner County Library in Millersville- 1174 Louisville Hwy, Millersville, Tennessee
- 12) Children Are People/Volunteer Fire Station- 117 E. Winchester Street, Gallatin
- 13) Sumner County Tennessee Rehabilitation Center-1019 Union School Road, Gallatin

Items to be included:

- a) Prices shall include all labor, parts, lubricants, travel expenses, and materials to maintain the equipment in a factory specified working order.
- b) Pricing shall include weekly/monthly filter changes as dictated per location
- c) Pricing shall be submitted for a one (1) year term and identified on a per year basis per location
- d) Pricing shall include inspection of the main air handler(s) ductwork for leaks and repair (if necessary). As part of inspection, contract covers all ductwork; ductwork cleaning and repair of damaged ductwork shall be included in contract when necessary.
- e) Technicians shall be trained and qualified to repair and maintain Trane R Series screw chiller(s)
- f) Technicians shall be trained and qualified to repair and maintain Daikin-McQuay chiller(s)
- g) Technicians shall be trained and qualified to repair and maintain all environmental system elements connected to the HVAC units (VAV, FPB, economizer, duct work, diffuser, water supply, coolant, etc.)
- h) Technicians shall be capable of working with the building control system, where applicable, with the onsite personnel
- i) Bidder shall clearly and separately identify any exclusions not included/covered in the proposal response.
- j) Define overtime and include costs associated with overtime work.
- k) Provide the number of technicians available to perform the required maintenance for all locations and resumes

The following specific activities shall be in addition to the routine weekly/monthly inspections:

Weekly/Monthly:

- 1) Visit to each site covered under this agreement and inspect filters and change if needed
- 2) Visual inspection of all units to ensure all drain lines are draining, that there are no water leaks on CHW/HW piping, belt noise, or any problem needing to be addressed.
- 3) Service calls: labor, travel time, and parts required for any trouble call resulting from an abnormal condition are covered under this contract agreement.
- 4) Repairs: Labor, travel time, procurement of parts and parts required to repair and replace any broken, worn, or doubtful parts are covered under this contract agreement.
- 5) Parts and supplies: the costs of all parts and supplies necessary to keep all equipment operating properly and efficiently are covered under this contract agreement.
- 6) Any building automation systems and controls is included in this full coverage maintenance agreement.

Quarterly:

- 1) Test and evaluate chilled and hot water systems. Cooling water to be tested and evaluated. Results shall be provided.
- 2) Conduct vibration tests on compressors, cooling fans, air handlers, and pumps. Results shall be provided.
- 3) Take Thermo imaging on the compressors, computers, entrance feed wiring, pumps, pump controller, air handler bearings, wiring, VFD's, all other related electrical devices.
- 4) Check and tighten all electrical and connections. Check voltage and amp draw.
- 5) Change filters in the water handling system and the air handlers – change filters at all locations
 - a. While performing site visit at the Sumner County Sheriff's office/CJC/Jail the contractor shall change filters at this facility every six weeks. Filters shall be marked with date of replacement and initialed by technician.
- 6) Check service pumps for leaks and CHW&HW system components for leaks and repair if necessary and change packing where necessary
- 7) Check and clean the outside vent system to the air handlers
- 8) Lubricate all motors and bearings on all pumps, AHU's, and RTU's. Grease the bearings on the pumps and the air handlers
- 9) Check and maintain any balance problems for dampers, blowers, belt tension and adjust if necessary. Results shall be provided.
- 10) Verify that all thermostats or unit controllers are operating properly and repair if necessary
- 11) Check system operating refrigerant pressures, if found to be low, check will be performed, leak repaired and system charged.
- 12) Condensate lines will be inspected to verify that they are clear and draining properly.
- 13) Check alignment of all belt drives and drive couplings
- 14) A detailed inspection report will be provided after every inspection with testing results provided.

Semi-Annually:

- 1) Analysis & Inspection of the cooling systems VAV components
- 2) Inspect and clean the coils of the VAV system. All coils condenser, evaporator shall be cleaned. Proof of cleaning must be provided.
- 3) Inspect and test the louver systems for proper operation. Inspect, test, and lubricate damper sections for proper operation and replace as needed. Results shall be provided. Replacement of dampers is included in maintenance agreement.
- 4) Inspect the main air handler(s) ductwork for leaks and repair (if necessary). As part of inspection, contract covers all ductwork; ductwork cleaning and repair of damaged ductwork shall be included in contract when necessary.
- 5) Conduct air flow tests on half of the vents on all floors in July (Test the other half on alternate six (6) month interval) and provide County a copy of all tests.
- 6) Inspect the coolant levels and refill where necessary
- 7) Check system operating gas pressure and adjust as necessary on all boilers, furnaces, unit heaters and gas fired package units.

Annually at start of contract in July:

- 1) All condenser coils to be cleaned. Shall be cleaned at least three times a year beginning in July. Preferable July, October, and April. Proof of cleaning must be provided.
- 2) All evaporator coils to be cleaned as needed, shall be cleaned at least three times a year beginning in July. Preferable July, October, and April. Proof of cleaning must be provided.
- 3) All belts to be replaced in July at start of contract.
- 4) Cleaning of all boiler burners and fire box.
- 5) Pan Pads will be placed in all condensate drain pans to help prevent clogged drain lines.
- 6) All duct work shall be inspected repair or clean if necessary for proper operation

*If it is determined by contractor that the tasks above need to be performed more often to get maximum performance from the system, tasks will be covered under this agreement. *

This agreement includes all parts, supplies, travel expenses, labor and any costs associated with this full coverage maintenance agreement. Any building automation systems and controls is included in this full coverage maintenance agreement. All service requests received during normal business hours (Monday-Friday, 7:00am to 5:00pm) will not incur overtime charges regardless as to the time taken to complete the request.

Not included in this coverage is unforeseen failure due to Acts of God and entire unit replacement. Any call initiated by Sumner County personnel after normal business hours shall be defined as overtime; an exception to this overtime rule is the Sumner County Sheriff's office/Jail/CJC building. This location is a 24/7/365 days operation and if called for service at any time, contractor will be required to respond and the service visit will be covered under the contract and not considered as overtime. Contractor shall provide overtime rate and times considered to be overtime.

Billing shall be on a quarterly basis in July, October, January, and April, prorated from the date of the signed agreement. Invoices shall be paid within thirty days of receipt by Sumner County Government.

The agreement is subject to the non-appropriation of funds statute, and the acceptance of a cancellation provision that either party to the agreement may enact, upon a written thirty (30) day notice, at any time during the contract period. If a cancellation of the agreement occurs, the County shall be responsible for all billed charges up to the date and nothing additional.

Interested bidder is required to complete a site visit with County Maintenance staff. Please contact Captain Doug Canter at Sumner County Sheriff's office at (615) 442-1845 and County Executive's office at (615) 452-3604 to set up time to review scope of work. Site visit is mandatory to review scope. It is the responsibility of each respondent to this request, to verify the scope of work as a basis of the proposal. All respondents to this request shall be responsible for any errors or omissions. Each respondent is required to conduct a site visit with County Maintenance to validate their proposal. Each respondent will be required to list dates of county maintenance site visits with County and Jail maintenance staff.

Respondent shall provide a list of job references for similar project agreements completed in past five years, see form in proposal packet. Provide copies of resumes of staff who will be working at county buildings.

List of Job References:

****Note: also include resumes of proposed staff who will be working at county buildings****

Project Name/Location: _____

Agency/Department: _____

Dates of Project: _____ Dollar Value: _____

Project Manager/Contact at Agency: _____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department: _____

Dates of Project: _____ Dollar Value: _____

Project Manager/Contact at Agency: _____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department: _____

Dates of Project: _____ Dollar Value: _____

Project Manager/Contact at Agency: _____

Phone: _____ Email: _____

Project Name/Location: _____

Agency/Department: _____

Dates of Project: _____ Dollar Value: _____

Project Manager/Contact at Agency: _____

Phone: _____ Email: _____



**HVAC MAINTENANCE AGREEMENT
BID FORM**

Date Submitted _____

TO: Sumner County, TN

I, _____
(Representative's Name) (Representative's Signature)

Of _____
Name of Company Address City Zip

_____ Hereby submit our bid for the

(Phone)

HVAC Maintenance Agreement project in accordance with the specifications and instructions set forth in these bid documents.

The following locations shall be included in the HVAC Maintenance proposal response:

Building	Address	In proposal include pricing – <u>Quarterly Flat Rate</u> per building	In proposal include pricing- <u>Total One (1) Year Flat Rate</u> per building
Note: Include in Proposal a separate quarterly Flat Rate for each building location (period of 1 year)			
Sumner County Administration Building	355 N. Belvedere Dr., Gallatin, 37066		
Sumner County Archives Building	365 N. Belvedere Dr., Gallatin, 37066		
Sumner County Emergency Services Building	255 Airport Rd., Gallatin, 37066		
Sumner County ECC/EOC Building	253 Airport Rd., Gallatin, 37066		
Sumner County Courthouse	101 Public Square, Gallatin, 37066		
Sumner County Jail & Criminal Justice Center & Sheriff's Department	117 West Smith St., Gallatin, 37066		
Sumner County Animal Control Facility	1033 Union School Road, Gallatin, 37066		
Juvenile Justice Center/Adult Probation Center (2 buildings)	225 East Main St., Gallatin 37066		
Gallatin Health Department	1005 Union School Rd. Gallatin, 37066		
Sumner County Gallatin Library	123 East Main St., Gallatin 37066		
Sumner County Millersville Library	1174 Louisville Hwy, Millersville, TN 37072		
Children are People/Volunteer Fire Station	117 East Winchester, Gallatin, 37066		

Sumner County- Tennessee Rehabilitation Center	1019 Union School Road, Gallatin 37066		
		-----	-----
		--	-
Total Cost for Contract for all locations for One (1) Year Period			

Description of the overtime rate: _____

Submitted By:

Authorized Signature _____ Date: _____

Interested bidder is required to complete a site visit with County Maintenance staff. Site visit is mandatory to review scope. Please contact Captain Doug Canter at Sumner County Sheriff's office at (615) 442-1845 to set up time to review scope of work. Also contact County Executive's office at (615) 452-3604. It is the responsibility of each respondent to this request, to verify the scope of work as a basis of the proposal. All respondents to this request shall be responsible for any errors or omissions. Each respondent is required to conduct a site visit with County Maintenance to validate their proposal.

Please list date of Site Visit with **Sumner County Maintenance Staff:** _____

Please list date of Site Visit with **Sumner County Jail/CJC Maintenance Staff:** _____

XXII. Termination of Agreement

Either party to this agreement shall have the right to terminate this agreement upon a 30 day written notice. Both parties shall be liable for payments or services due prior to the date of termination, but no further fees shall be due or payable after the notice of termination is received.

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

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 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, 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 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:
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;

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

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

