

PROPOSAL REQUEST

Billing and ePCR

Services

For the

**Sumner County Emergency
Medical Service**



**SUMNER COUNTY GOVERNMENT
SUMNER COUNTY, TENNESSEE**

Bid #

Introduction

Sumner County Government is hereby requesting a proposal for billing and ePCR (electronic patient care reporting) for Sumner County EMS located 255 Airport Road Gallatin, TN 37066.

Bid acceptance will be based on funding for this proposal. Bid pricing must be good for 1 year with the option to renew for additional 2 years.

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.

- **One (1) complete original proposal with signatures. In addition, a scanned copy of the signed proposal shall be provided in electronic format on a USB flash drive.**
- Evidence of a valid State of Tennessee Business License and/or Sumner County Business License
- 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)

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 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 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. 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.

VIII. Deadline

Sealed proposals will be accepted until **July 12th, 2017 by 10:00am**. 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 at an unspecified time after the deadline.

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 "PROPOSAL FOR BILLING AND ePCR SERVICES FOR SUMNER COUNTY EMS" and "DO NOT OPEN" on the outside of the package. Responses may be hand delivered or mailed to the following address.

Sumner County School Board
355 North Belvedere Drive, Room 302
Gallatin, TN 37066

XI. 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.

XII. Procedures for Evaluating Proposals and Awarding Contract

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

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

XIII. Discussions

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

XIV. Open Records

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

Summary information on bids submitted will be posted on the Sumner County website at <http://www.sumner.tn.org/> under "Bids" link.

XV. Assignment

Neither the vendor nor Sumner County 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 is tax exempt.

XVIII. Invoicing

Invoices are to be submitted to:

Sumner County EMS
255 Airport Rd
Gallatin, TN 37066

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

XIX. Contract Nullification

Sumner County 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.

XX. Applicable Law

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

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

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

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

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

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

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

Specific Information

Proposal requirement details:

SPECIFIC TERMS AND CONDITIONS

1.1 PURPOSE: TO ESTABLISH A CONTRACT FOR MANAGEMENT & OVERSIGHT OF EMERGENCY MEDICALTRANSPORT BILLING AND COLLECTION SERVICES FOR THE COUNTY

The purpose of this Solicitation is to establish a Contract for the County, for the Services as specified herein, with an entity that will provide prompt and professional service. Specifically, the purpose is to select a Provider to furnish Emergency Medical Transport Billing and Collection Management and Oversight Services, billing platform technology, electronic patient care reporting (**ePCR**) field technology, and all necessary hardware according to the Statement of Work, entitled "**SECTION 3 – Statement of Work**", for the County.

The County is herein requesting Proposals from experienced individual(s), group(s), or company(ies), hereinafter referred to as the "Proposer", to provide the Services and Products described herein for the County.

1.2 TERM OF CONTRACT: FOR AN INITIAL TERM OF 1 YEAR WITH THE OPTION TO RENEW FOR ADDITIONAL 2 YEARS.

The Contract resulting from this Solicitation shall commence upon approval by the County Commission and the execution of the Agreement and shall remain in effect for a period of **one (1) year** at the rates offered by the Proposer in their proposal for the entire **one (1) year** period. After the initial **one (1) year** period, the County shall have the option to renew for **additional two (2) years**. Upon the completion of the initial term and again upon the completion of the optional period, the County will consider an adjustment to the prices based on the Consumer Price Index.

2.1 MINIMUM REQUIREMENTS

Notwithstanding the County’s right to reject proposals for other considerations, the County will reject any proposal of a Proposer not completely responding to the Minimum Requirements listed below.

Each item listed below MUST be addressed by Proposer. Each item must be answered as either “Yes”, “No”, “Other – Explain”. The “Other – Explain” MUST be explained on Proposer’s letterhead.

Place a “check” mark in the appropriate column

Item	Yes	No	Other - Explain
1. Proposer must have a record of providing Ground Ambulance Transport Billing and Collection Services for at least 5 years.			
2. Proposer must provide references of the following: (If “Yes”, please provide details on Proposer’s letterhead)			
a. Ground Ambulance Transport Billing services to at least three (3) clients, with each providing a minimum of 12,000 emergency transports annually.			
b. Ground Ambulance customers who provide non-emergency (convalescent) ambulance transportation in conjunction with emergency ambulance responses.			
c. Ground Ambulance customers who participate in TN Medicaid (TennCare) and are contracted with Managed Care Organizations.			
d. Ground Ambulance customers who contract with healthcare facilities (i.e. hospitals, nursing homes, etc.) for ambulance transportation.			
3. Proposer must show proof of recent satisfactory Statement on Auditing Standards (SAS) No. 70 (minimum) audit.			
4. Proposer must provide SCEMS billing staff with access to PASSPORT insurance verification system.			
5. Proposer will assign staff members dedicated to SCEMS only for the following tasks: a. Biller/coder (max. two staff members) b. AR clerk (max. two staff members) c. Poster (max. two staff members)			
6. All staff of proposer who code ambulance claims must be Certified Ambulance Coders.			
7. Proposer certifies that SCEMS will, at minimum, have read-only access to all SCEMS claims processed by proposer for a term not less than three (3) years following contract term. Read-only access shall be in the same/similar format as the original contract period.			
8. Proposer provides visual access to the items below within the same application to be used by SCEMS billing staff when “scrubbing” claims:			
a. PAYMENTS			

b. EXPLANATION OF BENEFITS			
c. PATIENT DEMOGRAPHICS (INCLUDING SOCIAL SECURITY NUMBER)			
d. STATEMENTS/INVOICES (including dates submitted)			
e. ATTACHMENTS			
9. Proposer provides ability for SCEMS billing staff to attach miscellaneous transport documents directly from the billing application while “scrubbing” the claims.			
10. Proposer will provide additional “add-on” items to enhance the ePCR and billing process for ambulance crew, billing staff and/or administration. <u>(If “Yes”, please provide details on Proposer’s letterhead)</u>			
11. Proposer will work directly with the County’s contracted Collections agency to provide delinquent accounts (based on the County’s identified collections protocol) for processing.			
12. Proposer will provide, as part of the submitted Pricing Proposal, twenty-four (24) WiFi enabled computer tablets and all associated hardware/software that will enable ambulance staff to produce ePCR documentation.			
13. Proposer will provide, as part of the submitted Pricing Proposal, twenty-four (24) mobile page scanners			

2.2 METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED

The Successful Proposer shall submit a detailed monthly invoice within thirty (30) calendar days after the services have been rendered. These invoices shall be submitted to Sumner County EMS, ATTN: Accounts Payable, 255 Airport Rd., Gallatin, Tennessee 37066. All documentation shall reference the appropriate Contract number, the type of Service(s) provided, the dates or period that the Service(s) were provided in the prior thirty (30) days.

2.3 CONTENTS OF PROPOSAL

The Proposal must consist of two parts: the Technical Proposal and the Price Proposal.

The Technical Proposal shall follow the format listed herein:

1. Executive summary.

Provide a brief summary describing the Proposer’s ability to meet ALL minimum requirements and perform Work requested in this Solicitation, and, 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 basic services offered, experience and qualifications of the Proposer, staff, subcontractors, subconsultants, and/or suppliers.

- A. Provide relevant background information on your firm, including a brief history, firm ownership, organizational structure, location of headquarters, number and location of offices, especially those performing EMS billing/collection processes.

B. List any subsidiary/affiliate company in the same business, the nature of the relationship, and the location of their office.

C. State the number of years that the Proposer has been in business, and the number of years in business operation under the Proposer's current business name. Any business owner who has previously operated a business under another name must include a description of the previous business. Failure to include such information may be deemed as intentional misrepresentation by the County, and may render the Proposer's Proposal non-responsive.

D. Provide Proposer's ability to do business in the State of Tennessee and any background and experience specific to demographics of Sumner County and its payors.

E. Provide information on the Proposer's industry involvement and any representation with key industry associations or affiliations.

2. References.

Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer is currently performing. At a minimum, Proposer must have provided EMS billing services to at least three (3) clients, with each providing a minimum of 12,000 emergency transports annually.

The description should identify for each project:

- 1) The name and size of client, address telephone number and the name of the contact person;
- 2) A description of the required Work;
- 3) The contract period and duration; and
- 4) Number of transports processed annually.

3. Technical Information

The following section and its subsections shall provide key information relevant to the firm's overall methodology, management and billing/collection approach including information pertinent to validating the Proposer's ability to successfully provide the solicited services.

A. Provide a timeline for the successful training, installation and implementation of the Proposer's process.

B. Describe the proposed methodology and process of providing pre-billing resources for patient data verification, including but not limited to: patient address, patient insurance and eligibility.

C. Describe the Proposer's technology for electronic PCR and billing. ***Proposer must demonstrate the ability to adequately train County personnel on its effective use.*** Describe your training process.

D. Describe the organization's quality initiative program and the type of measuring (or benchmarking) system used to ensure continuous improvement. Describe your coding and audit process and how you would train the County's personnel to perform pre-coding.

4. Price Proposal.

Proposers are to provide an estimated total cost to the County for the services to be provided. The County will make no allowance to any successful Proposer for not having investigated the County's current operations on their own, prior to submitting their proposal. All fees (unless otherwise stated) shall be on a percentage basis of collections. Pricing shall be submitted on the form provided in "**Pricing Proposal – Appendix A**".

A. Provide your Fee for the proposed management and oversight of all claims processing services utilizing Sumner EMS billing personnel to “scrub” claims.

B. Describe any “add-on” options to be included in the quoted pricing (i.e. insurance verification clearinghouse access by SCEMS staff, ePCR documentation compliance programs, etc.)

5. Required Information.

Proposers shall provide documentation that demonstrates their ability to satisfy any of the required information contained herein. Proposers who do not satisfy the requirements or who fail to provide supporting documentation and/or affidavits as specified herein may be deemed non-responsive. If a prescribed format or required documentation for the response to information requirements is listed below, Proposers should use said format and supply said documentation to be considered responsive.

A. Proposer must carry and provide proof of errors and omissions or fiduciary liability insurance. Please identify the carrier and amounts and provide a sample Certificate of Insurance.

B. Proposers shall include audited Financial Statement for the last two (2) years.

C. Provide documentation of successful completion of an SSAE 16 audit covering the most recent calendar year, completed by an independent certified public accountant (CPA) or firm.

D. Provide overview of all management personnel who will be assigned to the Contract, including any subcontractors or subconsultants.

2.4 POINT OF CONTACT

For any additional information regarding the specifications and requirements of this Solicitation, email the Emergency Medical Services at kdouglas@sumnerems.org

SECTION 3 STATEMENT OF WORK

3.0 BACKGROUND

For the fiscal year ending **2016**, Sumner County EMS handled 18,135 transports representing approximately \$14,209,470 in gross charges. Collections for this period were about \$6,025,710 with payment mix from the major payor classes as follows:

Medicare	31%
Medicaid	5%
Insurance	56%
Self Pay	8%

FY2017-18 is expected to bring about 18,500 transport with the average transport being 11 miles. Current fees are as shown below:

<u>Level of Service</u>	<u>Charges</u>	<u>% mix</u>
Mileage A0425	\$13.00	21.23%
ALS -NE A0426	\$700.00	4.53%
ALS-EM A0427	\$800.00	42.46%
BLS-NE A0428	\$400.00	12.73%
BLS-EM A0429	\$500.00	17.60%
ALS2 A0433	\$900.00	1.21%
SCT A0434	\$1000.00	0.24%

1. Purpose

The purpose of this RFP is for Sumner County to obtain the services of a qualified firm to provide training, management and oversight of the task of processing incident information, invoicing and collecting the fees for transporting Emergency Medical Service (EMS) patients on behalf of Sumner County EMS, in conformity with the requirements contained herein.

The Proposer shall also provide pricing for the use of its ePCR technology.

2. Proposer's Required Number of Years in Business

To ensure that the Successful Proposer has a proven record of service and experience, the Successful Proposer's company is required to have been successful in the business of billing and collecting fees for Emergency Medical Transportation Services actively and continuously for a minimum of five (5) years.

3. Minimum Scope Requirement

The proposed solution must meet the following minimum acceptable requirements:

- A.) The Proposer must provide hardware and software for the County's use an ePCR field data reporting system that will facilitate field collection of all pertinent incident information related to the proper documentation of CAD incident data, patient demographics, patient health and treatment, and any other data required for obtaining maximum compliant reimbursement and reporting to the State of Tennessee as required.

Preferred Tablet Hardware:

- 24 (twenty-four) fully rugged (Getac V110 or Panasonic CF19) tablet (**see specifications attached to this RFP**)
- "No fault" protection warranty

Portable Scanners

- 24 (twenty-four) mobile page scanners (**imageFORMULA P-208II Personal Document Scanner or equivalent**)

- B.) The Proposer must provide for the County a system to process ePCR information into patient accounts, "scrub" claims, and provide reporting. The County prefers a web-

enabled solution requiring no hardware investment to access billing and collection functions. Proposer must provide information regarding its proposed system including computer operating system, hardware configuration, and software to be used. Proposer must identify what will be provided by the Proposer to satisfy the County's requirements for processing incident information and for support of all billing and collection activities and demonstrate their ability to successfully install, support, access and maintain the required system in remote offices.

- C.) Provide accounting solutions that meet SSAE 16 audit requirements and generally acceptable accounting procedures.
- D.) Invoice the County on a monthly basis for services rendered based on a percentage of revenue collected.
- E.) Maintain any and all documents, records and patient information in a safe and secure HIPAA-compliant manner that will allow inspection and audit by the County or its agents upon proper notification and within the scope of the awarded contract.

4. Services to be provided

In order to facilitate the County's personnel in meeting the objectives the successful Contractor shall provide:

- 1) A complete EMS billing and accounts receivable management system that will support the processing of the County's transports by the County's personnel and Proposer. This shall be provided without requiring any additional hardware or software purchases by the County and shall include any associated software/system updates or required upgrades during the contract period.
- 2) HIPAA-compliant security and data management with the capability of establishing personnel access rights and privileges.
- 3) Web-based reporting capabilities supporting the management of billing and collection operations, as well as crew documentation management.
- 4) Training on the use of the billing technology on processes to the County's personnel.
- 5) Management and oversight of the billing and collection processes, including feedback to the County's EMS Administration regarding County personnel performance.
- 6) Training on proper documentation with regard to improving collections and compliance.
- 7) Provide at least quarterly - assessment of revenue with recommendations for improvements.
- 8) Provide technology capabilities for the seamless import of Philips 12-lead EKG data into the ePCR software.**

PRICING PROPOSAL (APPENDIX A)

The proposer shall submit the attached Price Proposal Pages(s) (Appendix A), filled out and signed. The proposer shall indicate the annual percentage of gross collections to be paid by the County, as identified below.

An estimated gross collection of \$6.1 million shall be used for the percentage portion of the fee. The total cost shall be calculated as follows:

Percent (%) of gross collection for ePCR hardware, software, Billing platform and related services including Claim denials and appeals management:

_____ % X \$6,100,000 = \$ _____

Name (print): _____

Title: _____

Signature: _____

Date: _____

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

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:

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**

GETAC V110

Ruggedness	MIL-STD 810G and IP65 certified MIL-STD 461F ready ² Vibration, drop, temperature & humidity resistant
Operating System	Windows® 10 Professional Windows 7 Professional
CPU	Intel® Core i5-6200U 2.3GHz processor with Turbo Boost Technology up to 2.8GHz 3MB Intel Smart Cache
Memory	8GB DDR4
Storage	Solid State 128GB
VGA Controller	Intel HD Graphics 520
Display	11.6" HD (1366x768) 800 NITs LumiBond® 2.0 sunlight readable display with multi-touch technology
Keyboard	Waterproof backlit mechanical membrane keyboard
Expansion	Smart card reader x 1 Express Card 54 x 1
Communications	Intel Dual Band Wireless-AC 8260, 802.11ac 10/100/1000 base-T Ethernet Bluetooth (v4.2 class 1) broadband; XLTE Ready ¹

Security	Intel vPro™ Technology (per CPU options) TPM 2.0 Cable lock slot NIST BIOS compliant
Pointing Device	Touchscreen: Capacitive multi-touch screen Touchpad: Glide touchpad with scroll bar
Webcam	Optional 8MP rear camera x 1
Power	AC Adapter (65W, 100-240VAC, 50/60Hz) Hot swappable Dual Li-Ion battery (2100mAh) x 2 (up to 13 hours of battery life) ⁴
Dimensions & Weight	11.77" x 8.78" x 1.34" (299 x 223 x 34mm) 4.36lbs (1.98Kg) ^{††}
Temperature	Operating Temp: -5.8°F to 140°F / -21°C to 60°C Storage Temp: -40°F to 160°F / -40°C to 71°C Humidity: 95% RH, non-condensing
IO Interfaces	DC in x 1 USB 3.0 x 2 USB 2.0 x 1 Network (RJ-45) x 1 Headphone out/Mic-in Combo x 1 HDMI x 1 Serial port (RS-232) x 1 Docking connector (24-pin) x 1

Panasonic Toughbook CF19

Durability	MIL-STD-810G certified (6' drop, shock, vibration, rain, dust, sand, altitude, freeze/ thaw, high/low temperature, temperature shock, humidity, explosive atmosphere) ¹ MIL-STD-461F certified ¹ IP65 certified sealed all-weather design ¹ Optional class I division 2, groups ABCD certified model Hard drive heater Full magnesium alloy case with hand strap Shock-mounted flex-connect hard drive with quick-release Pre-installed replaceable screen film for LCD protection
Software	Windows® 8 Pro 64-bit (with Windows® 7 downgrade option) Panasonic Utilities, Panasonic Dashboard, Recovery Partition
CPU²	Intel® Core™ i5-3340M vPro™ Processor – 2.7GHz with Turbo Boost up to 3.4GHz – Intel® Smart Cache 3MB
Storage & Memory	8GB SDRAM (DDR3L-1333MHz) ^{3,4} Shock-mounted flex-connect hard drive with quick-release – 500GB 7200rpm hard drive with heater ⁴ – Optional 128GB and 256GB solid state drives (SSD) with heaters ⁴
Display	10.1" XGA sunlight-viewable LED 1024 x 768 – Resistive touchscreen – 5-point resistive multi touch + digitizer TransflectivePlus and Panasonic CircuLumin™ technology 1-6000 nit (depending on lighting conditions and settings) ⁵ AR, AG and circular polarizer Ambient light sensor Intel® QM77 video controller, max. 1545MB shared VRAM with 32-bit ³ External video support up to 1280 x 1024 at 16.7 million colors Concealed mode (configurable)
Audio	Intel® high-definition audio compliant Integrated speaker Keyboard volume and mute controls
Keyboard & Input	Touchscreen or multi touch + digitizer Integrated stylus holder 82-key with dedicated Windows® key Pressure-sensitive touchpad with vertical scrolling support
Expansion slots	PC card type II SD card (SDXC) ExpressCard/54
Interface	Docking connector Dedicated 100-pin VGA D-sub 15-pin Headphones/speaker Mini-jack stereo Microphone/line in Mini-jack stereo Serial D-sub 9-pin Ext. antenna conn. (x 2) 50 ohm coaxial USB 3.0 (x 1), USB 2.0 (x 1) 4-pin IEEE 1394a (FireWire) 4-pin 10/100/1000 Ethernet RJ-45 56K Modem RJ-11
Wireless	Optional integrated 4G LTE multi carrier mobile broadband with Satellite GPS Optional GPS (SiRFstarIII™) Intel® Centrino® Advanced-N 6235 802.11a/b/g/n Bluetooth® v4.0 + EDR (Class 1) Security – Authentication: LEAP, WPA, 802.1x, EAP-TLS, EAP-FAST, PEAP – Encryption: CKIP, TKIP, 128-bit and 64-bit WEP, Hardware AES Dual high-gain antenna pass-through Slide on/off switch
Power Supply	Lithium ion battery pack (10.65V, typical 5700mAh, minimum 5400mAh) Battery operation: 10 hours (touchscreen), 9.5 hours (multi touch + digitizer) ⁶ Battery charging time: 3.5 hours ⁶ AC Adapter: AC 100V-240V 50/60Hz, auto sensing/switching worldwide power supply
Power Management	Suspend/Resume Function, Hibernation, Standby, ACPI BIOS
Security Features	Password Security: Supervisor, User, Hard Disk Lock Kensington cable lock slot Trusted platform module (TPM) security chip v.1.2 Computrace® theft protection agent in BIOS ⁷ Intel® Anti-Theft Technology
Warranty	3-year "no-fault" Protection
Dimensions & Weight	8.5"(L) x 10.7"(W) x 1.9"(H) 5.1 lbs.