

PROPOSAL REQUEST

20190507- CO

Food Items

Sumner County Sheriff's Office

2019-2020

July 1,2019-June 30,2020



SUMNER COUNTY BOARD OF EDUCATION SUMNER COUNTY, TENNESSEE

Purchasing Staff Contact:

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Introduction

Sumner County Government, or herein known as "Sumner County", is hereby requesting a proposal for 2019 -2020 Food Supplies for the Sumner County Sheriff's Office / Jail Beginning July 1,2019 thru June 30,2020 pricing to be utilized by the Sumner County Sheriff's Office 117 West Smith Street Gallatin, TN 37066 In addition, all other Sumner County Government Departments and Agencies and the Sumner County Board of Education may also purchase for any submitted proposal.

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 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. 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.
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

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 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@sumnerschools.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 School System website (<http://www.sumnerschools.org>) under “Invitation to Bid” and Sumner County website at www.sumnertn.org.

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 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 School System 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 School System'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 **May 7, 2019 @ 10:00 a.m.** local time. 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 "**20190507-CO Food Supplies for the Sumner County Sheriff's Office / Jail**" 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

Question Contact: Dustin Weatherford 615-442-1860 or e-mail d.weatherford@sumnersheriff.com

XI. Right to Seek a New Proposal

The 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 School System website at <http://www.sumnerschools.org> under the Bids" link.

xv. Assignment

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

xvi. Liabilities

The vendor shall indemnify Sumner County 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 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 Government 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

Sumner County may, at any time, nullify the agreement if, in the judgment of Sumner County, the contractor(s) has failed to comply with the terms of the agreement. In the event of nullification, any payment due in arrears will be made to the contractor(s), but no further sums shall be owed to the contractor(s). The agreement between Sumner County and the contractor(s) is contingent upon an approved annual budget allotment, and is subject, with thirty (30) days notification, to restrictions or cancellation if budget adjustments are deemed necessary by Sumner County.

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.

**BID SPECIFICATIONS
SUMNER COUNTY SHERIFF'S OFFICE
BREAD**

JULY 1, 2019 --- JUNE 30, 2020

**THIS PAGE IS TO BE FILLED OUT AS YOUR BID.
THE FOLLOWING ITEMS ARE TO BE AS SPECIFIED:**

	<i>FOOD BIDS ARE EXCLUSIVE TO (1) VENDOR</i>
DAY OLD LOAF BREAD (WHEAT)	<i>MEALS PREPARED DAILY FOR</i>
	<i>APPROXIMATELY 700 INMATES</i>
DAY OLD HAMBURGER BUNS (WHEAT)	<i>BREAKFAST, LUNCH, DINNER</i>
DAY OLD HOT DOG BUNS (WHEAT)	
DAY OLD BROWN & SERVE ROLLS (WHEAT)	
DAY OLD LOAF BREAD (WHITE)	
DAY OLD HAMBURGER BUNS (WHITE)	
DAY OLD HOT DOG BUNS (WHITE)	
DAY OLD BROWN & SERVE ROLLS (WHITE)	

**BID SPECIFICATIONS
SUMNER COUNTY SHERIFF'S OFFICE
MILK PRODUCTS**

JULY 1, 2019 --- JUNE 30, 2020

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THE FOLLOWING ITEMS ARE TO BE AS SPECIFIED:**

*FOOD BIDS ARE EXCLUSIVE TO (1) VENDOR
MEALS PREPARED DAILY FOR
APPROXIMATELY 700 INMATES
BREAKFAST, LUNCH, DINNER*

*** WHOLE MILK**

Sweet milk to be fresh whole milk, Grade A, pasteurized, homogenized, and containing a minimum of 3.25% butterfat and 8.5% other milk solids. There shall be no added water preservatives, or other foreign substances except that Vitamin D and A added in accordance with the food and Drug Administration.

*** 1% FAT MILK**

Sweet milk to be fresh, Grade A, pasteurized, homogenized and containing 1% fat. There shall be no added preservatives or other foreign substances except that Vitamin D and A added in accordance with the Food and Drug Administration.

METHOD OF PROCESS

The 1/2 pint carton should be processed. Packaging to be coded with at minimum the milk label for whole and 1% and sell by date.

COST:	PRODUCT DESCRIPTION
_____	4 / 1 GAL -- 1% MILK
_____	48 / 8 OZ – WHOLE MILK
_____	48 / 8 OZ – 1% MILK
_____	48 / 8 OZ – SKIM MILK
_____	48 / 8 OZ – CHOCOLATE MILK

**BID SPECIFICATIONS
SUMNER COUNTY SHERIFF'S OFFICE
FOOD ITEMS**

JULY 1, 2019 --- JUNE 30, 2020

**THIS PAGE IS TO BE FILLED OUT AS YOUR BID.
THE FOLLOWING ITEMS ARE TO BE AS SPECIFIED:**

FOOD BIDS ARE EXCLUSIVE TO (1) VENDOR

MEALS PREPARED DAILY FOR

APPROXIMATELY 700 INMATES

BREAKFAST, LUNCH, DINNER

_____	APPLE SAUCE	6 / # 10 / CS
_____	APPLES (RED DELICIOUS)	113 CT / CS / 40 lbs
_____	BAKING SODA	12 / 2 lb CS
_____	BANANAS	113 CT / CS / 40 lbs
_____	BBQ SAUCE	4 / 1 GAL
_____	BEANS - BUTTER	6 / # 10 / CS
_____	BEANS - GREAT NORTHERN (DRY)	50 LB
_____	BEANS - GREEN BEANS	6 / # 10 / CS
_____	BEANS - FROZEN GREEN BEANS	20 LB
_____	BEANS - KIDNEY	6 / # 10 / CS
_____	BEANS - LIMA	6 / # 10 / CS
_____	BEANS - PINTO (DRY)	50 LB
_____	BEEF BASE	12 / 1#
_____	BEEF - PATTY / LARGE	40 CT / 4 OZ / CS
_____	BISCUITS - FROZEN	2.2 OZ / 216 CT / CS
_____	BROCCOLI - FROZEN	20 LB
_____	CABBAGE - FRESH	1 / 50 LB / CS
_____	CAKE MIX - YELLOW	6 / 5 LB / CS
_____	CARROTS	6 / # 10 / CS
_____	CARROTS - FROZEN	#20 LB
_____	CELERY - STALKS	36 CT / CS
_____	CEREAL - RAISIN BRAN	96 CT / CS
_____	CEREAL - OATMEAL	84 CT / CS
_____	CHEDDAR CHEESE SAUCE	6 / # 10 / CS
_____	CHEESE - AMERICAN IMIT. 4 X 5	4 / 5 lb / 120 ct ea
_____	CHICKEN - PATTY	60 CT / 3.5 oz /CS
_____	CHICKEN - PULLED	10 LB / CS
_____	CHICKEN BASE GRANULAR TUB	12 CT / 1 LB / CS
_____	CHILI POWDER - DARK	5 LB / CS
_____	CHUCKWAGON PATTY -	54 CT / 3 OZ /CS
_____	CINNAMON GROUND SPICE	1 EA / 5 LB / CS
_____	COCOA POWDER	1 EA / 5 LB / CS
_____	COCONUT - SHREDDED	5 / 2 LB / CS

**BID SPECIFICATIONS
SUMNER COUNTY SHERIFF'S OFFICE
FOOD ITEMS**

JULY 1, 2019 --- JUNE 30, 2020

**THIS PAGE IS TO BE FILLED OUT AS YOUR BID.
THE FOLLOWING ITEMS ARE TO BE AS SPECIFIED:**

_____	CORN - CREAM STYLE	6 / # 10 / CS
_____	CORN - WHOLE KERNEL	6 / # 10 / CS
_____	CORN - CUT FROZEN WHOLE KERNEL	20 LB
_____	CORN STARCH	24 CT / 1 LB / CS
_____	CRACKERS - INDIVIDUAL (4 COUNT)	300 CT / CS
_____	CRANBERRY SAUCE	6 / 101 OZ
_____	CREAM - HEAVY WHIPPING 36%	12 / 32 OZ / CS
_____	DRESSING - FRENCH	4 / 1 GAL / CS
_____	DRESSING - MAYO	4 / 1 GAL / CS
_____	DRESSING - RANCH	4 / 1 GAL / CS
_____	EGGS - LARGE	30 DZ
_____	FISH - PRECOOKED, BREADED, 3 OZ	53 CT / 3 oz / CS
_____	FLOUR - SELF RISING	1 EA / 50 LB
_____	FOIL - 18 X 1000 STANDARD, 750 SQ FT	1 ROLL
_____	FORM CUP - 6 OZ	1000 EA / CS
_____	GARLIC POWDER	1 LB
_____	GRAVY MIX / PEPPERED	6 / 24 OZ / CS
_____	GRITS	12 / 2 LB / CS
_____	HAIRNETS - NYLON, BROWN, LARGE	144 CT / 10 BX / CS
_____	HOMINY	6 / # 10 / CS
_____	ITALIAN SEASONING	1 / 6.5 oz
_____	KETCHUP	6 / # 10 / CS
_____	KITCHEN BOUQUET	12 QTS / CS
_____	LETTUCE - ICEBERG - HEADS	1 / 24 CT
_____	MARGARINE	30 CT / 1 LB
_____	MARSHMELLOW MINIATURES	12 / 1 LB / CS
_____	MEAL - WHITE CORN - SELF RISING	1 EA / 25 LB
_____	MILK - DRY, NON FAT	6 / 5 LB / CS
_____	MIXED FRUIT	6 / # 10 / CS
_____	MIXED VEGETABLES	6 / # 10 / CS
_____	MIXED VEGETABLES - FROZEN	20 LB / CS
_____	MUSTARD - SALAD STYLE	4 / 1 GAL / CS
_____	OATS - QUICK	1 EA / 50 LB
_____	ONIONS - JUMBO YELLOW	1 EA / 50 LB
_____	ORANGES	113 CT / CS
_____	PANCAKE AND WAFFLE SYRUP	4 / 1 GAL / CS
_____	PANCAKE MIX	6 / 5 LB BAGS
_____	PAPER BOWLS (12OZ)	1000 CT / CS

**BID SPECIFICATIONS
SUMNER COUNTY SHERIFF'S OFFICE
FOOD ITEMS**

JULY 1, 2019 --- JUNE 30, 2020

**THIS PAGE IS TO BE FILLED OUT AS YOUR BID.
THE FOLLOWING ITEMS ARE TO BE AS SPECIFIED:**

_____	PAPER PLATES	12 / 100 ct ea
_____	PASTA - EGG NOODLES	1 EA / 10 LB
_____	PASTA - ELBOW MACARONI	2 / 10 lb
_____	PASTA - SPAGHETTI	2 / 10 lb
_____	PEACHES -LIGHT SYRUP, IRREGULAR	6 / #10 / CS
_____	PEANUT BUTTER - CREAMY	6 / 5 LB
_____	PEAS - BLACKEYED	6 / # 10 / CS
_____	PEAS - FROZEN BLACKEYED	20 LB
_____	PEAS - CROWDER	6 / # 10 / CS
_____	PEAS - FROZEN CROWDER	20 LB
_____	PEAS - GREEN	6 / # 10 / CS
_____	PEAS - FROZEN GREEN	20 LB
_____	PECAN PIECES	5 LB BOX
_____	PEPPER - PACKET	6 / 1000 ct
_____	PEPPERS - GREEN / DICED	12 / 2 lb / cs
_____	PICKLES - DILL - SLICED 1/8 KK	725-755 CT/ 1 GAL
_____	POTATO - FF	6 / 5 LB / CS
_____	POTATO CHIPS - BAKED	8 CT / 16 OZ / CS
_____	POTATOES - IDAHO / 6 OZ MIN	1 EA / 50 LB
_____	POTATOES - INSTANT	6 / # 10 / CS
_____	POWDER DRINK MIXES - VITAMIN INFUSED	72 / 5OZ / CS
_____	PUMPKIN SOLID PIE FILLING	6 / # 10 / CS
_____	PUMPKIN PIE SPICE	1 / 16 OZ
_____	PVC FILM WRAP - 18 X 2000	1 ROLL
_____	RAISINS - SEEDLESS	1 EA / 10 LB
_____	RAVIOLI - BEEF WITH SAUCE	6 / # 10 / CS
_____	RELISH - SWEET PICKLE	4 / 1 GAL / CS
_____	RICE - WHITE	25 LB
_____	SAGE	1 LB
_____	SALT	24 EA / 26 OZ / CS
_____	SALT - PACKET	6 / 1000 ct
_____	SAUSAGE PATTY - TURKEY	128 CT / 1.25 OZ
_____	SCOUR PADS - NYLON, MED GREEN 6X9	6 / 10 ct
_____	SHORTENING - FRY LIQ CLEAR	1 EA / 35 LB
_____	SHORTENING - SOLID	12 / 3 LB EACH
_____	SPAGHETTI SAUCE - PLAIN	6 / # 10 / CS
_____	SPOONS / PLASTIC	1 / 1000 ct
_____	SQUASH	6 / # 10 / CS

**BID SPECIFICATIONS
SUMNER COUNTY SHERIFF'S OFFICE
FOOD ITEMS**

JULY 1, 2019 --- JUNE 30, 2020

**THIS PAGE IS TO BE FILLED OUT AS YOUR BID.
THE FOLLOWING ITEMS ARE TO BE AS SPECIFIED:**

_____	SUGAR - WHITE - GRANULATED	50 LB
_____	SUGAR - DARK BROWN	12 / 2 LB / CS
_____	SUGAR - POWDERED 6X	1 EA / 50 LB
_____	SUGAR - TWIN SUB	1 / 2000 ct
_____	SYRUP - SUGAR FREE	100 CT / 1 OZ
_____	TEA BAGS - 1 OZ BAG	96 CT / 1 oz /CS
_____	TOMATO - DICED	6 / # 10 / CS
_____	TOMATO - PASTE	6 / # 10 / CS
_____	TOMATOES - 5 X 6 LAYER	1 / BX / 25 LB
_____	TURKEY - ROLL	2 / 10 lb
_____	TURKEY - FRANKS	160 CT / CS
_____	TURKEY - GROUND	4 / 5 #
_____	TURNIPS GREENS - CUT	6 / # 10 / CS
_____	VANILLA IMITATION FLAVORING EXTRACT	1 QUART
_____	VANILLA PUDDING	6 / #10 / CS
_____	VINEGAR - WHITE	1 GAL
_____	YAMS - SYRUP PACKED, CUT	6 / # 10 / CS

SUMNER COUNTY BOARD OF EDUCATION

Purchasing Office
1500 Airport Road
Gallatin, TN 37066

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL _____

AUTHORIZED COMPANY REPRESENTATIVE _____ *SIGNATURE*

AUTHORIZED COMPANY REPRESENTATIVE _____ *PRINTED*

DATE _____

BID TITLE 20190507-CO Food Supplies for Sumner County Sheriff's Office /Jail

DEADLINE May 7, 2019 @ 10:00 a.m.

BID AMOUNT: \$ _____

BID VALID THRU _____

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 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;
 - 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**

