Invitation to Bid -20160916-CO

Pavement Project South Water Avenue/East Bledsoe Street parking lot

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 a PAVEMENT PROJECT FOR SOUTH WATER/EAST BLEDSOE PARKING LOT FOR SUMNER COUNTY until 10:00 A.M. CDT September 16, 2016. 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 Vicky Currey, Purchasing Supervisor (615) 451-6560. All bids can be viewed online at www.sumnerschools.org and www.sumnertn.org.

PROPOSAL REQUEST

SOUTH WATER AVE/EAST BLEDSOE PARKING LOT IMPROVEMENTS

Pavement Project



SUMNER COUNTY GOVERNMENT SUMNER COUNTY, TENNESSEE

20160916-CO

Advertisement Date: September 2, 2016 Deadline: September 16, 2016 at 10:00 am

Introduction

Sumner County Government is hereby requesting a proposal for pavement project. Sumner County is requesting proposals for the following location:

 Paving and striping of a parking lot and drainage improvements at the parking lot at corner of South Water Avenue/East Bledsoe Street – First Baptist church property Gallatin, Tennessee – see topographical survey plan sheets for detail

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
- A valid Tennessee Certificate of Registration
- 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 <u>Statement of Non-Collusion</u> (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) <u>Drug-Free Workplace Affidavit</u>
- 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.

- Name of company and principal owner, business license number, expiration date, and license classification
- In addition to item (1) the same is applicable to masonry contractors if the work performed > \$100,000.00
- 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

- 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 **Friday**, **September 16**, **2016** @ **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 "Pavement Rehabilitation Projects PROPOSAL AND DO NOT OPEN" on the outside of the package.

Reponses 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: Kim Ark 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 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.

XXII. Specific Proposal Requirement Details

All respondents shall conduct a site visit to the location prior to submitting a proposal price.

Respondents shall be totally responsible for all measurements to insure pricing accuracy.

A project location aerial map is attached to this proposal request for proposed location.

Project work must be completed no later than December 15, 2016.

Contractor shall restore existing lawn, landscaping, sidewalks and buildings to their original condition. Extreme care must be taken to avoid spraying materials or coatings onto other areas such as curbs, walks, vegetation, etc. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.

Contractor shall account for coordination with the County regarding the project schedule.

Respondent shall provide a list of job references for similar projects completed in past three years, see form in proposal packet.

Section 02575-Page 1 of 4

PART 1. GENERAL

- 1.1. The work specified by this section shall consist of new pavement, repairing or replacing all damaged pavement, whether public or private. Dirt shoulders, roads, streets, drives, and walks are to be restored to their original condition as an incidental part of the construction. Repair damaged base on either side of a trench wherever necessary. Trim the oxidation surface to neat lines outside of the trench wall, and repave the entire area as specified below and as shown on the drawings or on the standard drawings.
- 1.2. Both these specifications and the drawings make reference to the current edition of the standard specifications of the Tennessee Department of Transportation (TDOT). Even though the weather limitations, construction methods, and materials specifications contained in the TDOT specifications may not be explicitly repeated in these specifications, they shall, wherever applicable to the work called for by this section, be considered as implied and therefore adhered to. However, the various subsections "Basis for Payment" contained in the TDOT specifications shall not be considered applicable.
 - a. Refer to other sections for work related to that covered by this section.

PART 2. PRODUCTS

- 2.1. MINERAL AGGREGATE BASE: Class A, Grading D crushed stone (TDOT specifications, Section 303, subsection 903.05)
- 2.2. BITUMINOUS PRIME COATS: cutback asphalt, Grade RC-250, or emulsified asphalt, Grade AE-P (Section 402, Subsections 904.02 and 904.03)
- 2.3. CRUSHED STONE CHIPS: Size 6 or Size 7 (Subsection 903.14)
- DOUBLE BITUMINOUS SURFACE: for both courses, either cutback asphalt, Grade RC-800 or RC-3000, or emulsified asphalt, Grade RS-2 (Subsections 904.02 and 904.03)
- 2.5. ASPHALTIC CONCRETE BINDER: Grading B Modified Binder, as directed by the A/E (Section 307)
- 2.6. BITUMINOUS TACK COAT: Grade AE-3 (Section 403, Subsection 904.03)
- 2.7. ASPHALTIC CONCRETE SURFACE: Grading E (Section 411)

Section 02575-Page 2 of 4

2.8. QUICK DRY TRAFFIC MARKING PAINT (WHITE AND YELLOW): Subsection 910.05.

PART 3. EXECUTION

3.1 SUBGRADE

- a. Before any base material is installed, compact the subgrade of the area to be paved to 98% of optimum density as determined by ASTM D698 (Standard Proctor).
- b. The backfill material shall contain no topsoil or organic matter. For all areas where subgrade has been prepared, test for uniformity of support by driving a loaded dump truck at a speed of 2 to 3 mph over the entire surface. Make further improvements on all areas that show a deflection of 1 inch or more. When completed, the finished subgrade shall be hard, smooth, stable, and constructed in reasonably close conformance with the lines and grades that existed prior to beginning construction.
- c. When a base course is compacted, cut back the surface course of the existing pavement a minimum of 1 foot beyond the limit of the joint between the old and new base course or as shown on the standard drawings. Take special care to ensure good compaction of the new base course at the joint. Apply and compact the surface to conform to the existing pavement so that it will have no surface irregularity.

3.2 BASE

a. Install a mineral aggregate base of the type specified above in accordance with Section 303 of the TDOT specifications. The maximum compacted thickness of any one layer shall be 6 inches and the total thickness of the base shall be that indicated by the standard drawings or as shown on the plans.

3.3. SEAL COAT SURFACE

a. Uniformly apply a bituminous prime coat of either emulsified asphalt, Grade AE-P, or cutback asphalt, Grade RC-250, over the entire width of the area to be surfaced at a rate of 0.3 gallon per square yard. Immediately after

Section 02575-Page 3 of 4

application, uniformly cover the entire area with Size 7 crushed stone chips at a rate of 12 pounds per square yard.

3.4. DOUBLE BITUMINOUS SURFACE

- a. Apply the first course at a rate of 0.38 to 0.42 gallon per square yard with either emulsified asphalt, Grade RS-2, or cutback asphalt, Grade RC-800 or RC-3000, and then immediately cover with Size 6 crushed stone chips at a rate of 33 to 37 pounds per square yard. After this is rolled, apply the second course at a rate of 0.30 to 0.35 gallon per square yard, and at once uniformly cover with Size 7 chips at a rate of 20 to 25 pounds per square yard. Then roll the entire area.
- b. After the application of the cove aggregate, lightly broom or otherwise maintain the surface for a period of 4 days, or as directed by the A/E. Maintenance of the surface shall include the distribution of cover aggregate over the surface to absorb any free bitumen and cover any areas deficient in aggregate. Sweep excess material from the entire surface with rotary brooms. Sweep the surface at the time determined by the A/E.

3.5. ASPHALTIC CONCRETE BINDER

- a. Apply a bituminous prime coat of emulsified asphalt, Grade AE-P, or cutback asphalt, Grade RC-250, at a rate of 0.38 to 0.42 gallon per square yard. Take care to prevent the bituminous material's splashing on exposed faces of curbs and gutters, walls, walks, trees, etc; if such splashing does occur, remove it immediately. After the prime coat has been properly cured, apply an asphaltic concrete binder to the thickness shown on the standard drawings or the plans.
- Carefully place the material to avoid segregation of the mix. Broadcasting of the material will not be permitted. Remove any lumps that do not readily break down.

3.6. ASPHALTIC CONCRETE SURFACE

a. If the asphaltic concrete surface course is to be placed directly on the mineral aggregate base, place a bituminous prime coat as described above. If, however, the surface course is to be placed on a binder course, then apply a bituminous tack coat of the sort specified above under PRODUCTS at a

Section 02575-Page 4 of 4

rate of 0.05 to 0.10 gallon per square yard. Take care to prevent the bituminous material's splashing on exposed faces of curbs, gutters, walls, walks, trees, etc.; if such splashing does occur, remove it immediately. After the prime or tack coat has been properly cured, apply the asphaltic concrete to the thickness shown of the drawings or standard drawings.

Apply the surface course as described above for the binder course.

3.7. SMOOTHNESS

a. The finished surfaces shall conform to the lines and grades that existed prior to construction. No deviations, variations, or irregularities exceeding 1/4 inch in any direction when tested with a 12 foot straightedge will be permitted in the finished work, nor will any depressions that will not drain. Correct all such defects.

3.8. SAMPLING AND TESTING

- a. Submit to the A/E test reports made by an independent testing laboratory on the crushed stone aggregate, bituminous materials, and asphaltic concrete design mixes, and obtain his approval of these reports before starting paving operations.
- b. Tests shall be made of the completed elements of the pavement to ascertain the compacted thickness of the base and surface courses. If sections with deficient thicknesses are found, the full section for a reasonable distance on each side of the deficiency shall be refused. Remove and reinstall all such sections. Patch all test holes in connection with thickness tests.
- When making surface tests, furnish one man to mark all surface defects for corrections.

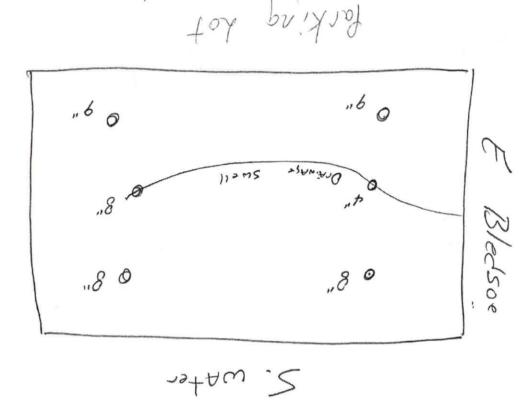
END OF SECTION

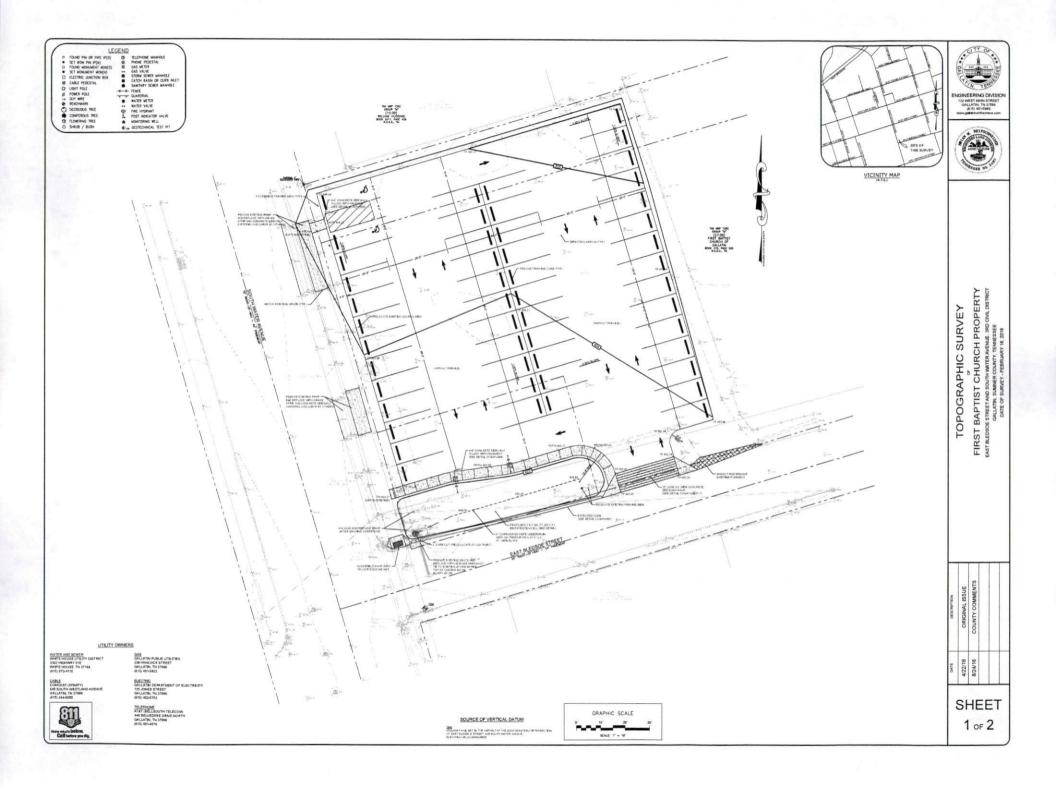


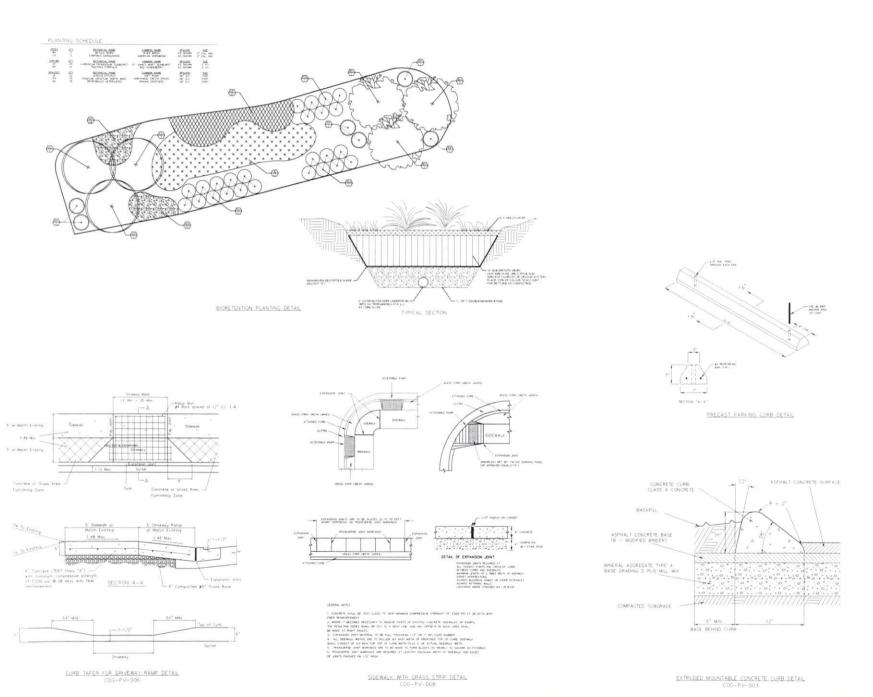
Proposed paving improvements: South Water Ave./East Bledsoe St. parking lot - LOCATION REFERENCE MAP

1 (18)

8" 645c rock









DETAIL SHEET

PIRST BAPTIST CHURCH PROPERTY
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AND SOUTH WATER STREET AND SOUTH WATER STREET AND SOUTH WATER STREET AND SOUTH WATER STREET ON THE THE STREET STREET AND SOUTH STREET STREET AND SOUTH SOUTH STREET STR

DUTT ORICHIAL ISSUE
8/24/6 COUNTY COMMENTS

SHEET 2 of 2

Paving and Striping Project of First Baptist Church property at South Water Ave./East Bledsoe St.

For paving specifications refer to current edition of the standard specifications of the Tennessee Department of Transportation (TDOT) and attached specifications for additional detail.

Project Address:

Map and Parcel, Gallatin, TN 37075

Scope of Work:

See Topographical Survey Plan sheets for detail

Barricade off the lot using cones and barricades

Parking area shall meet pavement repair specification section 02575 in proposal packet. Include overlay of Asphaltic Concrete Surface one and half (1.5) inches of Grade E (Section 411) per specifications.

Entire surfaces to have tack coat. See pavement repair specifications section 02575 in proposal packet.

Paving: (1) 7" crushed stone base, spread rate 57.5 lb. per S.Y. per 1/2". (2) Prime Coat Rate 0.33 Gal./S.Y. (3) 2" Asphalt Binder shall be B-Modified at a rate of 55 lb. per S.Y. per 1/2". (4) Tack Coat SS-1, SS1H, or TT1 Rate: .05 Gal./ S.Y. (4) 1 and 1/2" Asphalt Top Coat Grade E Mix at a rate of 55 lb. per S.Y. per 1/2".

All parking areas and site shall be cleaned up.

Provide industry standard paint for parking lot striping and stripe according to standard vehicle size requirements, see specification and attached topographical survey.

All parking area pavement markings shall be painted per topographical survey

Respondents shall be totally responsible for all measurements to insure pricing accuracy

Proposal price shall be all inclusive for necessary labor, materials, and any other charges

Respondents shall state the length of time necessary to complete this project

Respondents shall be responsible for coordinating work to be completed with County, Kim Ark, project contact

Respondents shall include a full description of the length and terms/conditions of the warranty

Respondents shall include at least two (2) ADA accessible spaces per topographical survey.

Note: see attached drawing with parking lot gravel depth. Please include unit price for gravel.

If necessary, gravel will be permitted as necessary to obtain proper grade.

List of Job References:

Project Name/Location:	
	Dollar Value:
Project Manager/Contact at Agency:	
	Email:
Project Name/Location:	
Agency/Department:	
	Dollar Value:
Project Manager/Contact at Agency:	
Phone:	Email:
Project Name/Location:	
Agency/Department:	
	Dollar Value:
Project Manager/Contact at Agency:	
	Email:
Project Name/Location:	
Agency/Department:	
Dates of Project:	Dollar Value:
Project Manager/Contact at Agency:	
Phone:	Fmail:



PAVING AND STRIPING Parking lot improvements South Water Ave./East Bledsoe St.

BID FORM

Date	Submitted			
TO:	Sumner County, TN			
I,				
(Rep	resentative's Name)	(Representative'	s Signature)	
Nam	e of Company Addre Hereby submit our b		Zip ad striping of	
	•	, .		et forth in these
	ITEM QUA	NTITY	AMOUNT	
1)	Preparation Sweeping, Cleaning, Barricades, And installation	LS		
2)	Bituminous Prime Coat per spec	LS		
3)	Double Bituminous Surface per spec	LS	M-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	
4)	Asphaltic Concrete Binder Modified B per spec.	LS		
5)	Bituminous Tack Coat per spec.	LS		
6)	Asphaltic Concrete Surface one and half (1.5) inches of Grade E (Section 411) per specifications	LS		
7)	Concrete Sidewalk & Curb	LS		
8)	Precast parking curb – 50 spaces	LS		
9)	Striping (2 coats) 50 spaces & Directional Marking	LS		

BID FORM PAGE 2

10)	Bioretention Area	LS	
11)	Planting Schedule Mulch Trees (see planting schedule) Shrubs (see planting schedule) Grasses (see planting schedule)	LS LS LS LS	
			TOTAL
	ote: See attached drawing with park gate base. If necessary, gravel will b		
			UNIT PRICE
Lengt	h of time necessary to complete this pr	oject:	
			y:
	itted By:		
Autho	orized Signature		Date:

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 Co	ompany 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.
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.
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. A	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