# **PROPOSAL REQUEST**

Bid 20180305-2-BOE

# Tree Purchasing & Planting Specifications for Station Camp Greenway



SUMNER COUNTY GOVERNMENT SUMNER COUNTY, TENNESSEE

Advertisement Date: February 18, 2018 Deadline: March 5, 2018 at 1:45 pm

# Introduction

Sumner County Government, an equal opportunity employer, is hereby requesting sealed bids from qualified contractors to provide tree planting services for seventy one (71) trees along the Station Camp Greenway adjacent to Lower Station Camp Creek Rd. A site plan for the proposed tree planting is included in this invitation to bid. This tree planting project will provide the necessary trees by creating a buffer to nearby development, shade walking paths, and enhance the scenic beauty along the Station Camp Greenway.

This work consists of the selection and installation of the seventy one (71) trees listed in the attached project bid sheet according to the specifications provided by the Tennessee Department of Agriculture, Forestry Division planting specifications and American Standard for Nursery Stock. This project is funded under an agreement with the State of Tennessee.

All trees must be planted by April 10, 2018. See specific proposal requirements in section XXII.

# **General Information**

# I. Proposal Package

All sealed proposal packages must include all of the following. Any sealed proposals shall be rejected as a non-conforming bid if any applicable item is missing.

- Three (3) complete copies of proposal
- Evidence of a valid State of Tennessee Business License and/or Sumner County Business License is required to be eligible to bid
- You must be licensed in your respective field at the time you bid and evidence of such compliance must be included in the bid or it may be rejected
- Evidence of compliance with the Sumner County Government's Insurance Requirements, if work is performed on Sumner County Property
- Signed and completed <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) <u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters</u>
- Certification By Contractor (Attachment 4)

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

- 1) Name of company and principal owner, business license number, expiration date, and license classification
- 2) In addition to item (1) the same is applicable to masonry contractors if the work performed > \$100,000.00
- 3) In addition to item (1) the same is applicable to HVAC, electrical, plumbing, or A/C contractors if the work performed > \$25,000.00
- 4) In addition to item (1) the same is applicable plus the department of environment and conservation license number and classification, applicable to geothermal contractors if the work performed is > \$25,000.00
- 5) If the prime contractor performs the masonry portion of the project, or any of the above

listed contractor skill sets, and the work performed > \$100,000.00, it must be so designated

6) Only one (1) contractor in each classification listed shall be written on the bid envelope

# **NEW VENDORS**

- 1. To comply with Internal Revenue Service requirements, all vendors who perform any type of service are required to have a current IRS Form W-9 on file with the Sumner County Finance Department. At the time of requisition, the individual requesting a purchase order or disbursement will be informed if it is a new vendor and if a form W-9 is required. If form W-9 is required for a new vendor, the elected official or department head shall forward a completed form W -9 to the finance department. It can be obtained from the finance department, Sumner County's web site, or the Internal Revenue Service's website at www.irs.gov.
- 2. To comply with the **Tennessee Lawful Employment Act**, non-employees (individuals hired as independent contractors) must have on file any two (2) of the following documents.
  - Valid Tennessee driver license or photo ID issued by department of safety
  - Valid out-of-state driver license
  - U.S. birth certificate
  - Valid U.S. passport
  - U.S. certificate of birth abroad
  - Report of birth abroad of a U.S. citizen
  - Certificate of citizenship
  - Certificate of naturalization
  - U.S. citizen identification card
  - Valid alien registration documentation or proof of current immigration registration

In addition, for all vendors with annual purchases in excess of \$50,000 (if a business license is required), a business license must be on file in the finance department, or the requisitioner must submit a copy with the purchase order requisition form or the payment requisition form, as applicable.

# II. Responses

- Proposal must include point-by-point responses to the RFP.
- Proposal must include a list of any exceptions to the requirements.
- Proposal must include the legal name of the vendor and must be signed by a person or persons legally authorized to bind the vendor to a contract.
- If applicable, proposal must include a copy of the contract(s) the vendor will submit to be signed.
- Any and all proposal requirements must be met prior to submission.
- The bidder understands and accepts the non-appropriation of funds provision of the Sumner County Government.
- If noted in the section "proposal requirements" or later requested, the contractor will be required to provide a reference list of clients that have a current contract for services with their company.

# III. Clarification and Interpretation of RFP

The words "must" and "shall" in this Request for Proposal indicate mandatory requirements. Taking exception to any mandatory requirement shall be grounds for rejection of the proposal. There are other

requirements that Sumner County Government considers important but not mandatory. It is important to respond in a concise manner to each section of this document and submit an itemized list of all exceptions.

In the event that any interested vendor finds any part of the listed specifications, terms, or conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify Sumner County, via email at <u>purchasing@sumnerschools.org</u>, 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 Schools website <u>www.sumnerschools.org</u> under Invitation to Bid and Sumner County website at <u>www.sumnertn.org</u>.

#### 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 **Monday**, **March 5**, **2018** *@* **1:45 pm**. 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 1:45 P.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 "TREE PLANTING STATION CAMP GREENWAY PROJECT 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 <u>http://www.sumnertn.org/</u> under "Bids" link.

#### XVI. Assignment

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

## XVII. Liabilities

The vendor shall indemnify Sumner County Government against liability for any suits, actions, or claims of any character arising from or relating to the performance under this contract by the vendor or its subcontractors.

Sumner County Government has no obligation for the payment of any judgment or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.

#### XVIII. Tax Status

Sumner County is tax exempt.

#### XIX. Invoicing

Invoices are to be submitted to:

Sumner County Government Attn: Jaime Muncy 355 North Belvedere Drive Room 102 Gallatin, TN 37066

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

# XX. Contract Nullification

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

# XXI. Applicable Law

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

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

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

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

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

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

Additionally, it is a violation of state 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

Sumner County is requesting proposals for tree planting and all required labor and materials to complete the installation of the seventy one (71) trees along the Station Camp Greenway.

#### Requirements

This includes, but is not limited to, the following information.

#### **Tree Purchasing and Planting Specifications**

#### **Introduction:**

Summer County Government, an equal opportunity employer, is soliciting sealed bids from qualified contractors to provide tree planting services for seventy one (71) trees at the Station Camp Greenway. The site location is along the greenway trail adjacent to the Welch College and Stone Creek subdivision. The site location for Phase 1 is along the greenway trail adjacent to Lower Station Camp Creek Road.

A site plan for the proposed tree planting is attached to this invitation to bid. This tree planting project will provide the necessary trees by creating a buffer to nearby development, shade walking paths, and enhance the scenic beauty along the Station Camp Greenway.

This work consists of the selection and installation of the seventy one (71) trees listed in the attached project bid sheet according to the specifications provided by the Tennessee Department of Agriculture, Forestry Division planting specifications and American Standard for Nursery Stock.

#	S1ze	Species
9	2.0"	Yellowwood
18	2.0"	Yoshino Cherry
14	2.0"	October Glory Red Maple
8	2.0"	Legacy Sugar Maple
11	2.0"	White Oak
11	2.0"	American Holly

#### **Proposal**

All proposals shall be made on the attached proposal forms. Bidders must submit prices for the bid items in the table provided, completed experience questionnaire, and follow all tree planting guidelines.

Contractor shall pay close attention to site plan. The project will include the following species: Yellow Wood, Yoshino Cherry, October Glory Red Maple, Legacy Sugar Maple, White Oak and American Holly.

Contractor shall pay close attention to tree planting guidelines from the Tennessee Department of Agriculture, Forestry Division.

#### Award of Contract

Contract will be awarded to the lowest, responsible qualified bidder whose proposal complies with the requirements. All bidders must present satisfactory evidence that they have been regularly engaged in this type of work and they are prepared with the necessary labor, materials, and equipment to execute work to the satisfaction of the Owner. This evidence includes reference list including at least three names, address, phone number, fax, email address and description and dates of completed projects, list of employees that will be responsible for job and years of experience, and type of equipment to be utilized on the job. Experience Questionnaire must be completed and returned as part of the proposal package.

#### **Scope of Services:**

Provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Invitation to bid.

Trees shall be planted at the Station Camp Greenway site. A list of trees is included in the project bid sheet; all trees shall be 2" caliper. A site plan is attached to this invitation to bid. Trees shall be planted according to the site plan. Any changes must have prior approval by Sumner County and the Tennessee Department of Agriculture, Forestry Division. Any requests for changes must be made in writing.

#### Trees purchased must come from a Tennessee nursery and evidence of trees grown in-state must be provided.

Trees must be the ANSI Z-60.1-2004, American Standard for Nursery Stock. Trees not meeting this standard will be rejected. Sumner County and the Tennessee Department of Agriculture Forestry Division will inspect invoices to guarantee purchases meet the state guidelines.

Trees must be planted according to the Tennessee Department of Agriculture, Forestry Division planting specifications. A shortened version of the guidelines is attached to this Invitation to Bid.

All trees must be planted by April 10, 2018. The project bid sheet will provide for the purchase of gator bags for all trees planted.

All trees shall be delivered to the planting site in closed or covered vehicle. Plants must be protected at all times from sun and drying winds.

The Contractor shall guarantee all plants to be healthy and in flourishing condition at time of delivery and installation. Contractor shall be responsible for watering and inspections of trees during the construction period.

A three to four inch layer of mulch shall be placed around the tree. The mulch should cover the entire planting area and beyond. The mulch needs to be placed in a donut or tire shape around the trunk of the tree. The mulch must be kept away from the trunk of the tree to keep insects away and prevent the trunk from being excessively wet. See attached Tree Planting Guidelines.

No staking shall occur unless absolutely necessary. Contractor must provide reasoning for staking to the County. If trees are staked, the ties shall be inspected and adjusted as necessary to prevent rubbing, girdling, or looseness. Damaged or missing stakes shall be replaced. The Contractor shall remove all ties no later than one year after plant installation unless directed otherwise by the County.

Pruning will only occur to remove broken or damaged branching and to preserve a central leader.

Contractor must follow the tree planting guidelines.

#### Layout

#### The contractor will mark all planting areas with stakes or paint based on the provided site plan. Sumner County shall approve the layout before planting begins.

A preconstruction meeting will be required before planting can begin. Coordination with Kim Ark will be required before planting can begin. This grant project does include tree labels purchased and installed by Sumner County, contractor will need to coordinate with Sumner County if any changes are made to the site plan regarding tree placement.

The Contractor shall obtain a utility locate and ensure that utility marking is complete before any excavation begins. The Contractor shall locate any subsurface improvements such as sprinkling systems or conduits. The Contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.

The Contractor shall notify the County in writing of any soil conditions or other obstructions the Contractor considers detrimental to tree growth. Proper water drainage must be assured. Where soil conditions or below ground obstructions that cannot be remedied are encountered, the county shall designate alternate planting locations. Alternate planting locations must be approved by the Tennessee Department of Agriculture, Division of Forestry. The County shall bear the costs associated with such relocation.

#### **Excavation of Planting Areas**

The Contractor shall excavate planting areas as shown on the site plan. Excavation may be done by shovel, backhoe, or stump grinder but a soil auger may not be used.

Where possible, backfill with the same soil that came from the hole. Contractor must follow the tree planting guidelines.

The proper depth is to plant the trunk/root flare of the tree so it is level with the surrounding soil beyond the planting hole. Contractor must follow the tree planting guidelines.

Excavated planting holes that will be left open when work is not in progress or that pose an immediate and considerable hazard to pedestrians or vehicles shall be adequately barricaded with appropriate warning devices. The Contractor shall be responsible for providing these safety measures.

#### **Oversight**

Periodic inspections of the project site shall be completed. Upon completion of the tree planting, the site shall be visited and inspected by a Division of Forestry employee. All plantings will be inspected for compliance with tree numbers, species, location, and proper planting techniques.

A citizen oversight committee will be involved in the project oversight to insure tax dollars are spent efficiently and effectively.

#### Site Plan, Specifications, and Site

Bidders may examine the site plan, specifications, and site. No deviation from specifications will be allowed without written consent from Sumner County and the Tennessee Department of Agriculture, Division of Forestry. Written consent must be given before changes can be completed. Failure to fully examine the project site and work requirements will not relieve bidder from performing work as per plan and specifications.

#### Clean Up

Soil, branches, rejected plants, wrapping materials, and other debris resulting from installation shall be promptly cleaned up and removed. The work area shall be kept safe and neat at all times. Under no condition shall accumulation of soil, branches, or other debris become a public hazard.

#### Maintenance (This section also applicable, If Item 2- One (1) year Maintenance is selected)

The Contractor shall water all trees for one full growing season as needed to maintain adequate soil moisture. Gator Bags will be purchased through the contract bid Item 1. As part of the maintenance, Contractor will be responsible for maintaining the gator bags for one (1) year. Contractor shall be responsible for watering and inspections during construction and for one (1) year from planting date. Summer County will be responsible for supplying the water needed. The restroom facility at the Douglass-Clark House, 2115 Long Hollow Pike, has a water spigot that can be used to obtain water.

The Contractor shall routinely check the planted trees during the growing season, April 1<sup>st</sup> to October 31<sup>st</sup>, and inspect the site monthly during the remainder of the year.

The Contractor shall inspect and treat the trees if necessary for any insect or disease problem that may arise.

Trees installed under these specifications shall be guaranteed for one (1) growing season. Replacement trees under this section shall also be guaranteed for one (1) growing season. Replacement of trees beyond this two (2) year period shall be the responsibility of the Sumner County.

After the first full growing season and one year from planting date, Contractor shall provide Sumner County with a recommended maintenance/watering schedule for the trees. Sumner County shall be responsible for adequately watering the trees one year from planting date.

Mulch should be placed around the trees as necessary to maintain proper layer of mulch. A three to four inch layer of mulch shall be placed around the tree. Contractor shall follow all tree planting guidelines.

#### **Prevailing Wage Rates**

Prevailing Wage Rates do not apply to this project since under State of Tennessee threshold.

Summer County reserves the right to accept or reject any and all proposals for any reason. Summer County reserves the right to only accept Item 1 under the Project Bid Sheet. Item 2, one (1) year maintenance, may or may not be accepted under this proposal.

#### XXII. Termination of Agreement

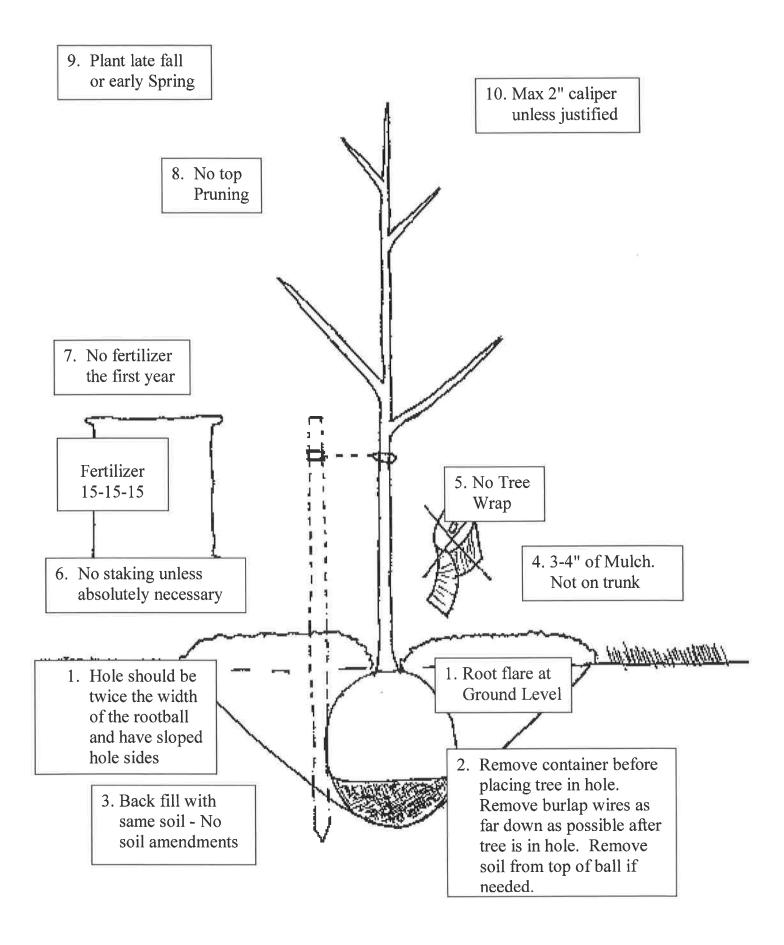
Either party to this agreement shall have the right to terminate this agreement upon a 30 day written notice. Both parties shall be liable for payments or services due prior to the date of termination, but no further fees shall be due or payable after the notice of termination is received.

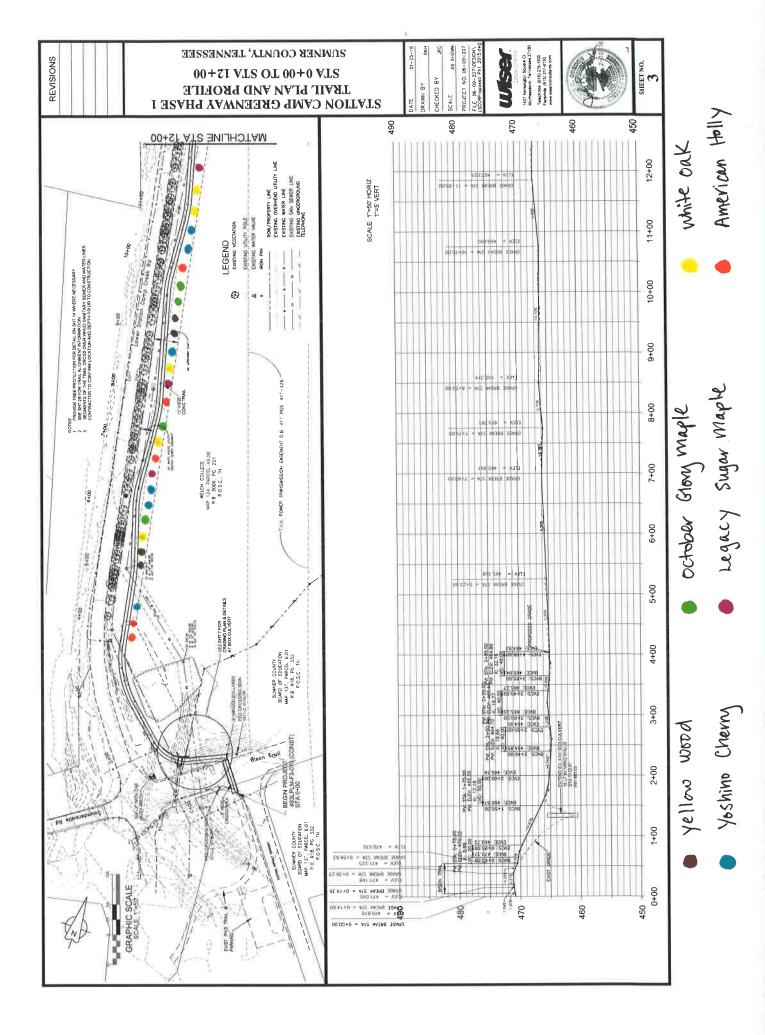
#### Tree Planting Guidelines Tennessee Department of Agriculture, Forestry Division

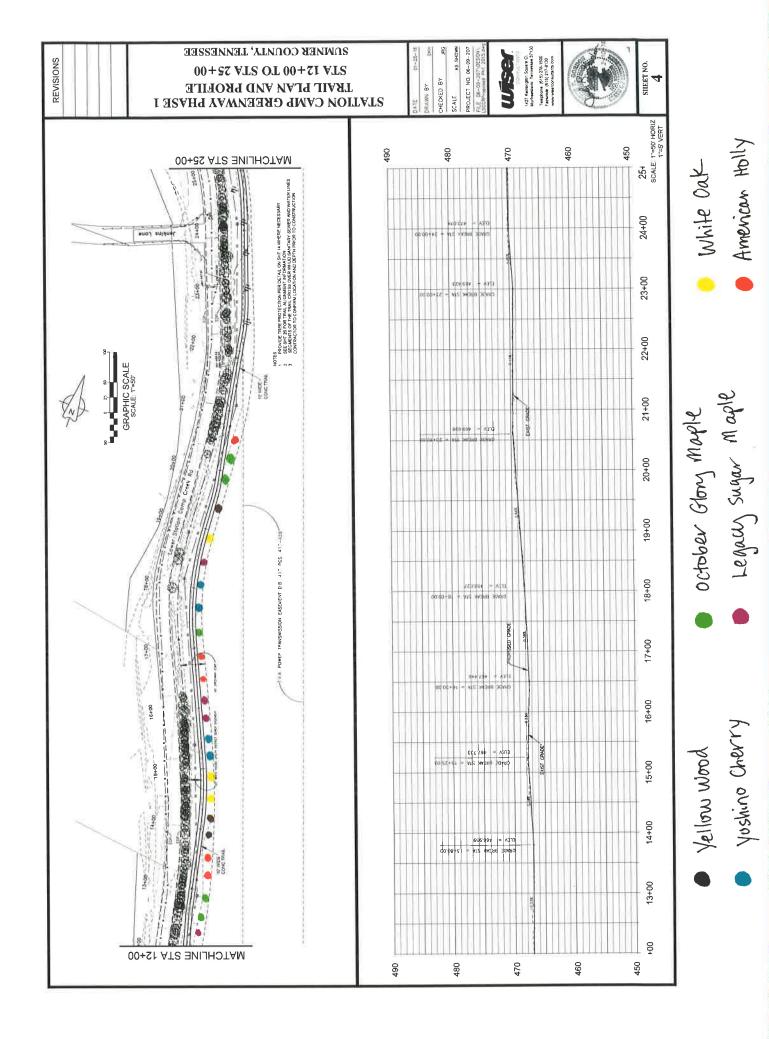
NOTE: TREES PLANTED USING A GRANT FROM THE DEPT OF AGRICULTURE FORESTRY DIVISION MUST FOLLOW THESE GUIDELINES.

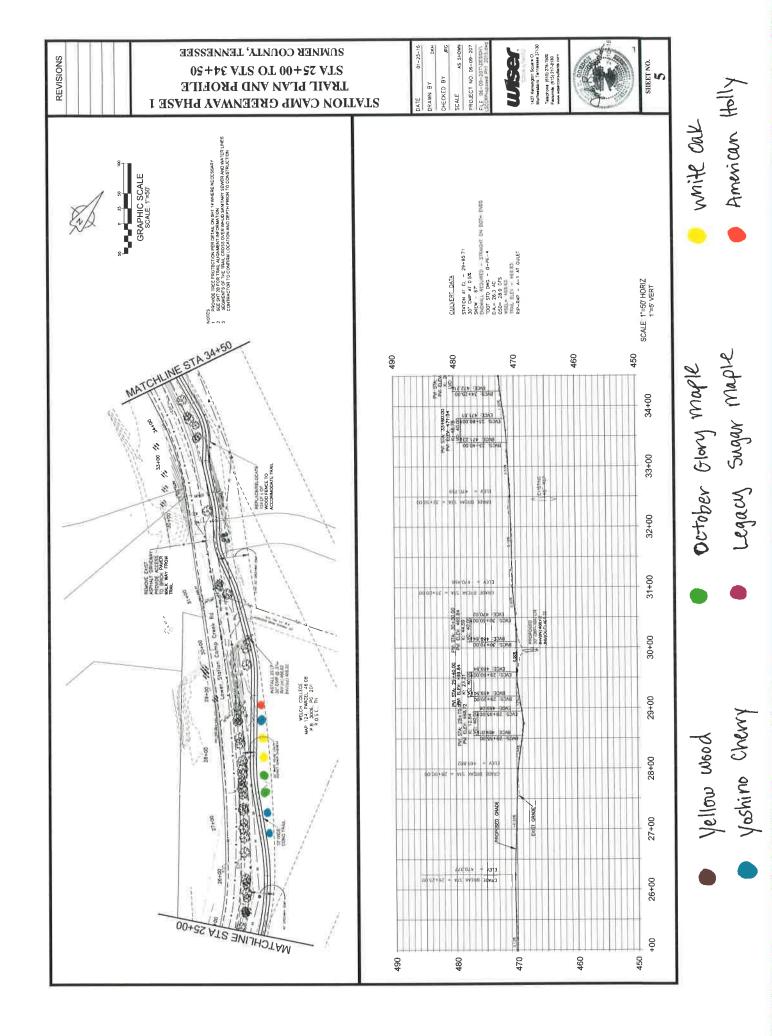
In order to have a healthy tree in the future; the tree must be planted properly. The following are guidelines to assist you in planting your tree properly. Prior to planting remember to move the tree by the root ball or the container. Never grab it by the trunk.

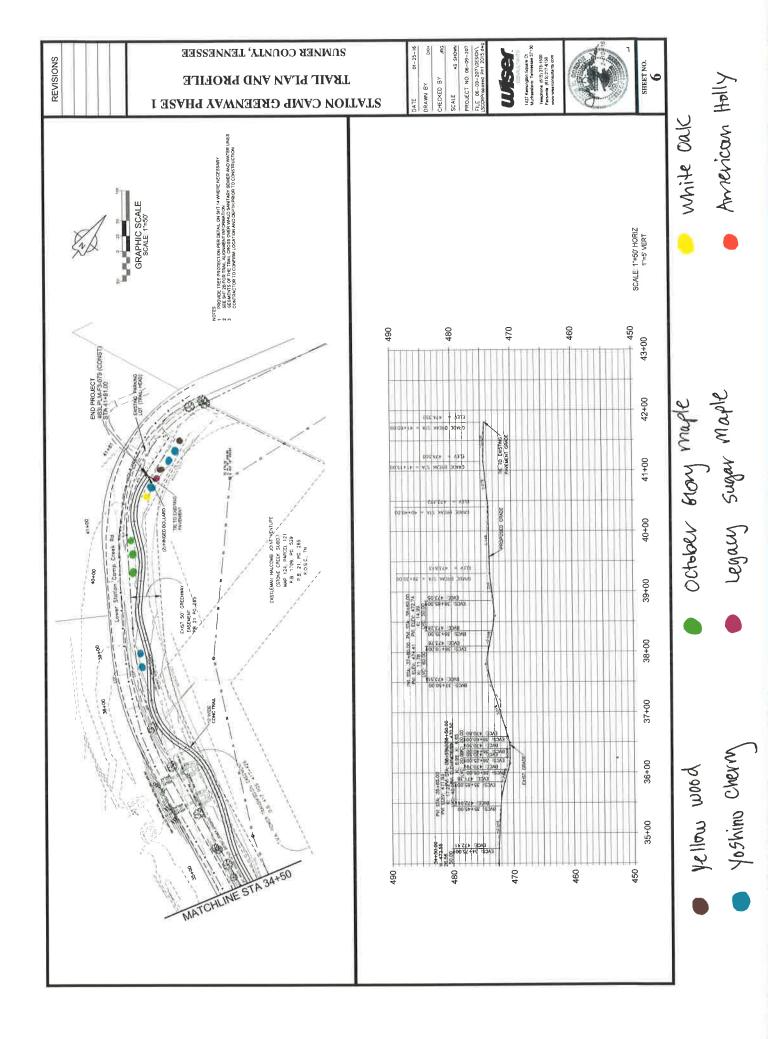
- 1. **Digging the Hole:** The planting hole should be at least twice the width of the rootball or container to encourage the roots to grow into the surrounding soil. The sides of the planting hole should be sloped. The depth of the hole should be the same as the distance from the root flare of the tree to the bottom of the container or ball. Most trees have the root ball below the top of the ball or soil in the container, so digging a hole the same depth of the ball or soil in the container often results in planting the tree too deep. One can check the root flare depth by digging down next to the trunk to find the flare.
- 2. **Tree Preparations:** For container trees, remove the container. Place the root "ball" in the hole. Cut the circling roots in the outer part of the ball with 4 to 6 cuts, or gently pull the roots out of the ball and plant them in trenches leading away from the planting hole. (A planting hole does not have to be round.) For B&B trees, place the ball in the hole, then remove the rope around the trunk, and then reach down in the hole and cut away as much burlap as possible. Also, use wire cutters to remove as much of the wire basket as possible. This should be done after the tree is in its final position and ready to be back filled.
- 3. **Backfill:** Use the same soil that was taken out of the hole. If the soil is very poor and appears to need topsoil, increase the hole size and sparingly mix in some local topsoil (avoid using potting soil, peat moss, and soil amendments). Remove stones and other debris. Fill the hole halfway with backfill, then water. Finish filling the hole with the backfill and water again. Make sure to work the soil around the ball firmly to eliminate any air pockets. Also, make sure the tree is vertical and properly supported, but do not pack the soil around the trunk.
- 4. **Mulch:** The area around the tree should be mulched with woodchips, barkchips, or pine mulch. The mulch should be 3 to 4 inches thick and cover the entire planting area and beyond. The mulch needs to be placed in a donut or tire shape around the trunk of the tree. The mulch must be kept away from the trunk of the tree to keep insects away and prevent the trunk from being excessively wet. Mulch helps conserve soil moisture, reduces the competition from unwanted weeds, keeps lawn mowers and string trimmers from damaging the trunk, and moderates soil temperature extremes. *Do not use sawdust, black plastic, or grass clippings as mulch. Do not make mulch volcanos.*
- 5. **Trunk Wraps:** Research indicates there are no benefits from using trunk wraps and it may encourage damaging insects or diseases.
- 6. **Staking:** Staking is not necessary if the tree has a proper size rootball and has not been pruned too high. Stakes may help prevent lawnmowers and string trimmers from damaging the tree. If staking is needed for support, attach them so the tree has some sway. **NEVER** leave wires or straps on the tree for more than one growing season.
- 7. **Fertilizing:** Generally new trees do not need fertilizers. Using the wrong product could damage the already reduced root system. Fertilize the first year only if a specific problem develops.
- 8. **Pruning:** Prune only the branches that are dead, broken or severely deformed during the first growing season. Buds produce hormones that stimulate root growth, so keep the removal of buds to a minimum.
- 9. **Timing for Planting:** The best time of year to plant your tree is November through March.
- 10. **Tree Size:** Trees 2 inch caliper or less are recommended unless a larger size is justified. Smaller trees recover from transplant shock and commence with normal growth more quickly.











#### 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	
Fax	
Respondent (Si	ignature)
Respondent (P	rint Name and Title)
Authorized Cor	npany Official (Print Name)

#### 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 drugfree 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: \_\_\_\_\_

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:	
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Name and Title of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_ I am unable to certify to the above statement. Attached is my explanation.

# 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

# ATTACHMENT 5:

# PROJECT BID SHEET

This tree planting project will involve the installation of seventy eight (71) at the Station Camp Greenway Site. The trees will provide buffer to nearby development, provide shade for walking paths, and enhance the scenic beauty.

Name, Address, Phone and email address (if available) of Tennessee Nursery that provided the bid:

The following seventy one (71) trees will be planted at the Station Camp Greenway Site:

# each Species	Species	Size caliper	Cost per Item	Total Cost
9	Yellow Wood (Cladrastis lutea)	2"	\$	\$
18	Yoshino Cherry (Prunus x yedoensis)	2"	\$	\$
14	October Glory Red Maple (Acer rubrum 'October Glory')	2"	\$	\$
8	'Legacy' Sugar Maple (Acer sacrum 'Legacy')	2"	\$	\$
11	White Oak (Quercus alba)	2"	\$	\$
11	American Holly	2"	\$	\$
71 bags	Gator Bags	-	\$	\$
			1	
	Subtotal for Trees & Bags			\$
	Mulch			\$
	Planting Cost if hired or contracted			\$
	Shipment of trees			\$
Item 1	Total Cost			\$
Item 2	Cost of Maintenance Item 2 (1 year guarantee, replacement cost, watering, maintenance of gator bags, inspection and mulch services as defined under the Maintenance Section)			\$
	Total Cost of Item 1 and 2			\$

Phone number

# ATTACHMENT 6:

Reference List: List Name, Address, Phone number, email address (if applicable), description of project and dates of completed projects.

1:	
	_
2:	
3:	_
	_
Other references, if applicable:	

Please list names of proposed employees who will be working on this job and their years of experience on similar projects of this type and size:

NAME	YEARS OF EXPERIENCE ON SIMILAR PROJECTS
1	
1	
2	
3	
4	
5	

List of Equipment to be utilized on this project: