# PROPOSAL REQUEST

**For**

**INSURANCE**

**Accident & Sickness Benefits**

**FOR SUMNER COUNTY EMERGENCY MANAGEMENT AGENCY**

# SUMNER COUNTY BOARD OF EDUCATION
# SUMNER COUNTY, TENNESSEE

**Purchasing Staff Contact:**
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**(615) 451-6569**
**Janice.wwight@sumnerschools.org**

**20170221-CO**

This proposal solicitation document is available in an Adobe Acrobat (pdf) format. Any alterations to this document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Sumner County Board of Education.

# Introduction

Sumner County Government (hereinafter referred to as "Sumner County") is hereby requesting proposals to be submitted for Insurance as specified in the attached documents for the Sumner County Emergency Management Agency (EMA) 255 Airport Road Gallatin, TN 37066. 37066 In addition, all other Sumner County Government Departments and Agencies may also purchase for any submitted proposal.

Annual bid agreement with a five year optional annual renewals beginning after new fiscal year beginning July 1, 2017 upon agreement of both parties and in agreement non-appropriation of funds provision of the Sumner County Government.

**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 2m: of the following documents.

- Valid Tennessee driver license or photo ID issued by department of safety
- Valid out-of-state driver license
- U.S. birth certificate
- Valid U.S. passport
- U.S. certificate of birth abroad
- Report of birth abroad of a U.S. citizen
- Certificate of citizenship
- Certificate of naturalization
- U.S. citizen identification card
- Valid alien registration documentation or proof of current immigration registration

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

## II. Responses

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

## III. Clarification and Interpretation of RFP

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

## VIII. Deadline

Sealed proposals will be accepted until **Tuesday February 21, 2017 @ 1:00 p.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 "**INSURANCE FOR SUMNER CO EMERGENCY MANAGEMENT AGENCY. BID # 20170221-CO** on the outside of the package. . Sealed proposals and specimen policies must be mailed or hand-delivered to the following

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

## 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 County Website www.sumnertn.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 Emergency Management Agency
255 Airport Road
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.

# REQUEST FOR PROPOSAL

## Accident & Sickness Benefits

**GENERAL STATEMENT**:

Sumner County Emergency Management Agency is seeking firms to provide proposals for supplemental insurance coverage for:

(Check appropriate boxes) ☒ Volunteers ☒ Part-Time paid

**UNDERWRITING INFORMATION**:

Population of area served on first call basis: 160,000 Number of locations with emergency operations: 1

Do you operate an ambulance? ☐ Yes ☒ No

***Indicate # of Members based on the following classifications:***

| **Volunteer Members**<br>Include unpaid members, paid per call and part-time members averaging less than 25 hours per week. | **Career Members**<br>Members who average 25 hours or more employment per week (hourly or salary). |
|---|---|
| 55 Active Volunteers<br>One who receives no compensation or is paid per call. | 0 Full-Time Paid Employees<br>One who averages 25 hours or more a week (hourly or salary). |
| 3 Part-Time Paid Employees<br>One who averages less than 25 hours a week, has no set number of hours a week, or receives an hourly rate per call. | 0 Administrative Personnel<br>Paid Employee whose job description does not include emergency response or training. |
| 0 Auxiliary Members<br>0 Junior Members<br>0 Trustees, Commissioners, Directors | |

***Estimated number of responses per year:***

| | |
|---|---|
| 150 other non-medical runs | 0 Non-emergency transports |
| 0 Emergency medical or first responder medical runs. Include number of runs involving medical treatment either at the scene of an emergency or while in transport. | |

**INSURED PERSONS**:

Is coverage provided for all classes of membership? ☒ Yes ☐ No

If not, identify any class of members not covered.

Include full-time paid employees? ☒ Yes ☐ No

**COVERED ACTIVITIES**:

**Covered Activities** include all normal duties of the emergency service organization including travel to and from such activities?
☒ Yes ☐ No

**Describe Covered Activities**.

**Excluded Sports:** league sports and any football, hockey, lacrosse, soccer, boxing, rugby and martial arts.

**Limitations for non-excluded sports**: pre-approved athletic events on premises, except as excluded.

**Illness** includes sickness occurring during or resulting from a Covered Activity? ☒ Yes ☐ No

# DESCRIPTION OF COVERAGE

Benefits based on **Insured Person's** participation in a **Covered Activity**

## I. LOSS OF LIFE BENEFITS

Restricted with time limits? ☐ Yes ☒ No must occur within_____.

A. Accidental Death: Lump sum benefit for death due to a covered Injury.

Additional Seat Belt Benefit

Additional Safety Vest Benefit

B. Military Death Benefit: Benefit for Rostered Members death while serving in the United States Military or their respective Guard or Reserve units.

C. Illness Loss of Life: Death must occur:

1.) during a specific Covered Activity; or

2.) as a result of participation in a Covered Activity; or

3.) due to a heart attack or stroke within 48 hours of an emergency response or training exercise requiring active physical participation.

D. Dependent Child and Education Benefit: No documentation regarding use of funds required.

Includes Dependent Children over age 26? ☒ Yes ☐ No

E. Spousal Support and Education Benefit: No documentation regarding use of funds required.

F. Memorial Benefit: Benefit provided to the organization with no stipulation as to its use.

G. Dependent Elder Benefit: No documentation regarding use of funds required.

Benefit limit provided per person? ☒ Yes ☐ No

H. Repatriation Benefit: For cost to transport remains when death occurs more than 30 miles from primary residence.

## II. LUMP SUM LIVING BENEFITS

Benefits are in addition to disability benefits or other valid and collectible group coverage. Benefit is based from 1% to 200% of Principal Sum.

Restricted with time limits? ☐ Yes ☒ No Must occur within_____.

A. Accidental Dismemberment and Paralysis

B. Vision Impairment

C. Injury Permanent Impairment

D. Heart Permanent Impairment

E. Illness Permanent Impairment

F. Cosmetic Disfigurement from Burns

G. HIV Positive Benefit

Provides benefits at 1% impairment? ☒ Yes ☐ No

Do disability benefits continue when an Impairment benefit is also available? ☒ Yes ☐ No

## III. WEEKLY INCOME BENEFITS

A. Total Disability: Injury or Illness

How long is Total Disability based on the duties of your ***own*** occupation? 10 Years

1. First 28 Days: Flat benefit not coordinated with Workers' Comp? ☒ Yes ☐ No
2. After 28 Days: Up to 100% of pre-disability income. Offset by Workers' Comp, group and no-fault insurance and retirement benefits based on employment with the department.
3. After 28 Days: Minimum Total Disability Benefit

B. Partial Disability: Injury or Illness

Partial Disability is based on the duties of your ***own*** occupation.

1. First 28 Days: Flat benefit not coordinated with Workers' Comp? ☒ Yes ☐ No
2. After 28 Days: Up to 50% of pre-disability income. Offset by benefits paid or payable from Workers' Comp, group and no-fault insurance and retirement benefits based on employment with the department. Maximum benefit period for Partial Disability
3. After 28 Days: Minimum Partial Disability Benefit
4. Partial Disability Benefit Period: 52 weeks

Will disability benefits be reduced by social security? ☐ Yes ☒ No

Will disability benefits be reduced by individual insurance? ☐ Yes ☒ No

Do disability benefits continue when an Impairment benefit is also available? ☒ Yes ☐ No

COLA Included: ☒ Yes ☐ No Describe: Minimum 5% increase on July 1st after the first 52 consecutive weeks of disability.

Gainful or Reasonable Occupation means ability to earn 85% pre-disability income.

## IV. OCCUPATIONAL RETRAINING BENEFIT – Job training, tuition and supplies.

## V. WEEKLY INJURY PERMANENT IMPAIRMENT BENEFIT

Provides lifetime weekly income with 50% or greater Impairment rating? ☒ Yes ☐ No

Benefit continues even with return to work? ☒ Yes ☐ No

Paid in addition to Lump Sum Impairment benefit? ☒ Yes ☐ No

Paid in addition to other sources of disability benefits? ☒ Yes ☐ No

## VI. MEDICAL EXPENSE BENEFITS

A. Medical Expense

B. Cosmetic Plastic Surgery

C. Post-Traumatic Stress Disorder (PTSD)

D. Critical Incident Stress Management Team (CISMT)

E. Family Expense Benefit: Daily benefit on admission to the hospital.

Receipts required? ☐ Yes ☒ No

F. Family Bereavement and Trauma Counseling Benefit: Benefit for a spouse, Dependent Child, Resident Immediate Family Member who requires counseling due to an **Insured Person's** Accidental Death or participation in a **Covered Activity** in which a Traumatic Incident occurred.

Medical Benefits are: ☒ Excess of Workers' Comp ☐ Excess of Comp & Group ☐ Primary

## VII. TRANSITION BENEFIT

If a Member is involuntarily terminated from their regular job while receiving Total Disability benefits and they remain unemployed after Total Disability ends, an additional 26 weeks of income benefit will be provided.

## VIII. FELONIOUS ASSAULT BENEFIT

Additional benefit for Injury or Illness resulting from Felonious Assault.

## IX. HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

Payable for home alteration and vehicle modification expenses within three years of an Injury or Illness. Benefit is excess of Workers' Compensation, no fault automobile insurance, and Other Valid and Collectible Insurance.

## X. OPTIONAL BENEFITS

A. Weekly Hospital: Payable with hospitalization or outpatient physical therapy.

   Receipts required? ☐ Yes ☐ No

B. First Week Total Disability: Additional payment for the first week of Total Disability.

C. Coordinated 28 Day Total Disability Benefit: Benefit to provide additional limits over Workers' Compensation and the First 28 Day Benefit. Helps protect higher wage earners.

D. Extended Total Disability Benefit: Total Disability extended up to ten years (520 weeks).

E. Long-Term Total Disability Benefit: Extends Total Disability Benefit payable up to age 70.

F. Cost of Living Adjustment (COLA Benefits):

   a. Weekly Injury Permanent Impairment-COLA ☐ Yes ☐ No Describe: _____

   b. Long-Term Total Disability COLA ☐ Yes ☐ No Describe: _____

G. Extra Expense Benefit: Monthly benefit paid after 26 weeks of Total Disability while Total Disability continues.

H. 24-Hour Accident Benefit – Injury Only: AD&D Benefit for Rostered Members on or off-duty.

I. Off-Duty Accident Benefit – Injury Only: AD&D Benefit for Rostered Members off-duty.

J. Special Events Rider: Describe any special events.

K. League Sports: Benefit available for league sports providing AD&D, Medical and Disability coverage.

# SCHEDULE OF REQUIRED BENEFITS

**LOSS OF LIFE BENEFITS**

| | | | |
|---|---|---|---|
| Accidental Death | $50,000 | Illness Loss of Life | $50,000 |
| Seat Belt | $12,500 | Dependent Child | $30,000 |
| Safety Vest | $12,500 | Spousal Support | $15,000 |
| Military Death | $15,000 | Memorial | $ 5,000 |
| Repatriation | $ 2,500 | Dependent Elder | $ 5,000 |

**LUMP SUM LIVING BENEFITS**

| | | | |
|---|---|---|---|
| Accidental Dismemberment | $50,000 | Illness Permanent Impairment | $50,000 |
| Vision Impairment | $50,000 | Cosmetic Disfigurement | $50,000 |
| Injury Permanent Impairment | $50,000 | HIV Positive | $50,000 |
| Heart Permanent Impairment | $50,000 | | |

**WEEKLY INCOME BENEFITS**

| | | | |
|---|---|---|---|
| Total Disability | | Partial Disability | |
| First 28 Days | $500 | First 28 Days | $250 |
| After 28 Days | $500 | After 28 Days | $250 |
| Minimum Amount | $125 | Minimum Amount | $63 |

**OCCUPATIONAL RETRAINING** $ 20,000

**WEEKLY INJURY PERMANENT IMPAIRMENT** Included

**OPTIONAL WEEKLY INJURY PI (COLA)** 0% minimum

**MEDICAL EXPENSE BENEFITS**

| | | | |
|---|---|---|---|
| Medical Expense | $250,000 | Deductible | $0 |
| Primary or Excess | Excess | Critical Incident Stress | $25,000 |
| Cosmetic Plastic Surgery | $25,000 | Family Expense | $100. Per Day |
| Post-Traumatic Stress | $25,000 | Family Bereavement & Trauma Counseling | $1,000 |

**TRANSITION BENEFIT** ☒ Yes ☐ No

**FELONIOUS ASSAULT BENEFIT** $25,000

**HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT** $50,000

**OPTIONAL BENEFITS**

| | | | |
|---|---|---|---|
| Weekly Hospital | $None | Long-Term Total Disability | $None |
| First Week Total Disability | $None | Extra Expense | $12,000 Max |
| Coordinated Total Disability | $None | 24-Hour AD&D – Injury Only | $None |
| Extended Total Disability | Yes 10 Yrs | Off-Duty AD&D – Injury Only | $None |

**COST OF LIVING ADJUSTMENT (COLA)**

| | | | |
|---|---|---|---|
| Weekly Injury Permanent Impairment COLA | ☐ Yes ☒ No | Long-Term Total Disability COLA | ☐ Yes ☒ No |

**SPECIAL EVENTS RIDER**

| | | | |
|---|---|---|---|
| First 28 Days Total Disability | $ | Medical Expense | $ |
| After 28 Days Total Disability | $ | Deductible | $ |

**LEAGUE SPORTS RIDER (INJURY ONLY)**

| | | | |
|---|---|---|---|
| Accidental Death & Dismemberment | $ | Medical Expense | $ |
| First 28 Days Total Disability | $ | Deductible | $ |
| After 28 Days Total Disability | $ | | |

## REQUIRED VERIFICATIONS AND EXCEPTIONS

1. Provide Insurance Carrier Rating: A (Excellent)
2. Describe all coverage exceptions.
3. Describe all benefit exceptions to "Description of Coverages" Items I. through X.
4. Describe Optional Benefits being provided:

   _____

5. Describe your experience in this area of coverage with Emergency Service Organizations within the State of Tennessee.
6. Confirm premium is non-auditable. ____Yes ____No
7. Provide full proposal and Specimen Policy.
8. Name of Agency
9. Name of Individual Agent

Attach all supporting documentation.

## 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; or

    C. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to five years, or both.

_____
Name of Participant Agency

_____
Name and Title of Authorized Representative

_____
Signature of Authorized Representative Date

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

**ATTACHMENT 4**

**CERTIFICATION BY CONTRACTOR**

**I, the undersigned, certify that on behalf of Contractor, I am authorized to attest and obligate the above certification and to legally bind Contractor to these terms, conditions and obligations.**

**_____ Title**

**_____Name**

**_____ Date**

**_____Witness**