

# PROPOSAL REQUEST

**20180501-2-CO**

**For**

**Substance Abuse Testing System**

**For the**

**Sumner County Drug Court**



**SUMNER COUNTY GOVERNMENT**

**SUMNER COUNTY, TENNESSEE**

**Purchasing Staff Contact:**

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## Introduction

Sumner County Government is hereby requesting a proposal for a substance abuse testing system for the office of the Sumner County Drug Court, (hereinafter referred to as SCDC), 117 West Smith Street, Gallatin, Tennessee 37066. In addition, all other Sumner County Government Departments and Agencies may also purchase from

## 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 or obtain a valid State of Tennessee Business License and/or Sumner County Business License
- A valid Tennessee Certificate of Registration (sale & use) If required
- Evidence of compliance with the Sumner County Government's Insurance Requirements, if work is performed on Sumner County Property
- 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
- 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)

The license requirements stated above applies to **every** requested project and to **all** bid responders and shall include the following information on requirements stated the license above applies to **every** requested outside of 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](http://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@sumnerschools.org](mailto:purchasing@sumnerschools.org), of such matters immediately upon receipt of this Request for Proposal. All questions must be received a minimum of five days before proposal's “deadline”. All responses to inquiries will be posted on the Sumner County website (<http://www.sumnerschools.org/> and [www.sumnertn.org](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**

Sumner County requires a bond, or 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 May 1<sup>st</sup>, 2018 by 10:30 am. 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. Proposals will be opened at that time

## 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 mark "**SUBSTANCE ABUSE TESTING SYSTEM**" for the Sumner County Drug Court and ("**DO NOT OPEN**") on the outside of the package. Responses must be hand delivered or mailed to the following address.

Sumner Co Board of Education  
1500 Airport Road  
Gallatin, TN 37066

Questions contact [jmerryman@sumnersheriff.com](mailto:jmerryman@sumnersheriff.com)  
Phone (615-442-1275)

## 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 Tennessee Open Records Act, and the proposals will be available to the public upon written request.

Summary information on bid will be posted on the School System website at [www.sumnerschools.org](http://www.sumnerschools.org)

**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 Drug Court  
117 West Smith Street,  
2<sup>nd</sup> Floor  
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 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, statutes, 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 statutes 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.

The following requirements, include, but are not limited to, the proposal request. Any specification listed must be met or exceeded by the respondent.

## **XXII Termination of Agreement**

Either party to this agreement shall have the right to terminate this agreement, for any reason, 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.

## **Specific Information**

### **Requirements**

The analyzer shall be a certified instrument, using testing technology that delivers test results previously qualified as admissible for evidentiary purposes. The analyzer shall be automated to the extent that: except for the manual loading and removal of specimens, the analyzer performs all functions necessary for the accurate cross referencing of specimens with donors, the accurate, sequential testing of specimens, and the accurate calculation, recording and reporting of results; all without additional input from laboratory staff.

The analyzer must be continuous feed and have a throughput testing volume of a minimum 180 tests per hour calculated from the commencement of testing of the first specimen. The analyzer shall allow continuous feed of specimens. The analyzers must conform to all federal, state, and/or regulatory guidelines and/or statutes for such devices.

The vendor shall be responsible for delivery, installation, and set up of the analyzers; including all related costs. The vendor will provide onsite training at the vendor's expense.

The Analyzer will have the ability to perform presumptive testing for the following drugs/drug metabolites. It must have the capability of testing ETG on a semi-quantitative basis:

Amphetamines	
Barbiturate	
Benzodiazepines	
Buprenorphine	
Cannabinoid (THC)--Semi quantitative	
Carisoprodol	
Cocaine Metabolite	
Continine	
Ecstasy	
Ethyl Alcohol	
ETG -- Semi quantitative	
Fentanyl	
Heroin Metabolite (6-AM)	
Hydrocodone/Hydromorphone	
Meperidine	
Methadone	
Methamphetamine	
EDDP	
Opiate	
Oxycodone/Oxymorphone	
Phencyclidine	
Propoxyphene	
Synthetic Cannabinoid/Spice/K2	
Tramadol	

The Analyzer will have the ability to test/calculate/determine the following specimen values as a means of detecting adulteration of test specimens:

Creatinine	
Specific Gravity	
pH	
General Oxidants	

Data Management/Lab Management Software included in the bid must fully interface with the bid analyzer, providing for automation of essential testing, result calibration, data storage, and reporting functions. The Data Management/Lab Management Software must provide the following capabilities without supplemental software or system modification:

- Analyzer-User Interface via a direct laboratory work station connection with the analyzer
- Online user and third-party access 24/7 via the agency intranet and the internet
- Ad Hoc query report construction
- Electronic reporting/report delivery via local and network printers, remote workstations, and email
- Individual Client Data Screens
- Quantitative and Qualitative results delivery
- Bi-directional bar coding
- Rapid Order Entry including configurable default order data, standing order data, and custom order data
- Automatic ascension number assignment

This includes, but not limited to the following information. Any alternative recommendations may be so noted and priced separately from the basic request.

- Lease term is for one year (monthly rates and conditions of lease agreement) with five one-year automatic renewals after original contract period, subject to availability of appropriations
- Computer based system
- All equipment to conduct the necessary testing
- All supplies to conduct the necessary testing
- Pricing for supplies, etc. shall remain fixed for a period of no less than one year
- An annual pricing review shall be conducted thirty (30) days prior to the anniversary date each year to reflect any changes in the initial/prior year agreement
- Termination if the agreement shall may be made by either party with a thirty (30) day notice notwithstanding the County non-appropriation clause
- System requirements shall include the following:
  1. Software capable to print, fax, and email individual reports from the computer system
  2. Substance testing system methodology that conforms to all federal, state, and local guidelines, laws, or individual practices
  3. Substance testing system that uses methods and results consistent with HIPPA regulations
  4. Data management system that is fully customizable to the needs of the SCDC

5. Web Based Data management software that will provide automatic on-site and off-site results reporting as well as the following
  - a. Rapid order entry
  - b. Client information screen
  - c. Test calculations and tracking
  - d. Import/export capability
  - e. Query report writer
  - f. Quantitative and qualitative reports
  - g. Bar-code capability/bar scanner
  - h. Chain of custody forms available at order entry
  - i. Off-line test entry
  - j. Unique number tracking specimen record
  - k. Auto return of positives
  - l. Color code randomization module
6. Local and network printing capability
7. Remote workstation viewing and printing
8. Auto batch faxing ability
9. Email reporting
10. Remote access to reports
11. Ability to process approximately 38,000 single tests per year
12. Normal MTTR (repair response time) not to exceed twenty-four (24) hours
13. Provision for emergency repair and costs associated with this service
14. Training for one person at the providers location to include all associated expenses
15. Onsite training for all other SCDC personnel within ninety (90) days of service installation to include system operation of equipment and software
16. Prices quoted shall be based upon a non-capital outlay from SCDC and upon a per substance abuse screen test fee (includes all equipment, software, and management of the laboratory) and all, but not limited to, consumables, calibrators, controls, and management assistance
17. Pricing shall be per drug tested and per adulterants tested.
18. All equipment and software shall remain the property of the provider and shall be warranted and fully maintained for the length of the agreement
19. Provider shall retain ownership of all onsite equipment unless/until SCDC desires to purchase it
20. Any/all fees associated with the provisioning of these services shall be paid by the provider



**ATTACHMENT 1**

**STATEMENT OF NON-COLLUSION**

The undersigned affirms that they are dully authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Respondent (Signature) \_\_\_\_\_

Respondent (Print Name and Title) \_\_\_\_\_

Authorized Company Official (Print Name) \_\_\_\_\_

## ATTACHMENT 2

### DRUG-FREE WORKPLACE

Sumner County Government is committed to maintaining a safe and productive work environment for its employees and to providing high quality service to its citizens. The goal of this policy is for Sumner County employees and contractors to remain, or become and remain, drug-free. Abuse and dependency on alcohol and/or drugs can seriously affect the health of employees, contractors and citizens, jeopardize personal safety, impact the safety of others and impair job performance.

Drug-Free Workplace Act of 1988 – Sumner County Government is governed by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D).

Omnibus Transportation Employee Testing Act of 1991 – Sumner County Government is governed by the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V).

Right to an Alcohol and Drug-Free Workplace - Employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and/or drugs.

Required Alcohol and Drug Tests - Alcohol and drug testing for safety sensitive employees shall be in accordance with the provisions contained in the Sumner County Alcohol and Drug Policy adopted by departments which have safety sensitive positions.

Contracts – Any contractors providing goods or services to Sumner County must comply with all State and Federal drug free workplace laws, rules and regulations and so certify this compliance by completion of the DRUG-FREE WORKPLACE AFFIDAVIT (attached page 2).

**DRUG-FREE WORKPLACE AFFIDAVIT (page 2)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with Sumner County, TN to provide goods or services, hereby states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit because it shall be receiving pay pursuant to a contract with the state or any local government to provide goods or services.
3. The Company is in compliance with all State and Federal Laws, Rules and Regulations requiring a drug-free workplace program.

Further affiant saith not.

Principal Officer: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

### **ATTACHMENT 3**

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;
2. Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the bid, been convicted or had a civil judgment rendered against it
  - A. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
  - B. For the violation of federal or state antitrust statutes, including those proscribing prices 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**