

2-CO  
For  
Substance Abuse Testing System  
For the  
Sumner County Drug Court



SUMNER COUNTY GOVERNMENT  
SUMNER COUNTY, TENNESSEE

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**Introduction**

Sumner County Government is hereby requesting a proposal

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-

**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

**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 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



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

U.S. Department of the Treasury Internal Revenue Service

OMB No. 1545-0047

or type in

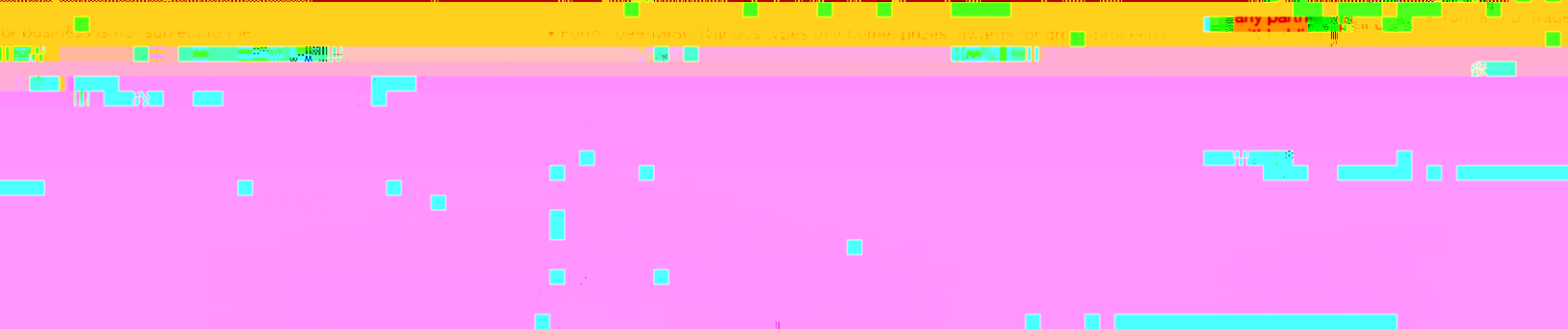
Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Exempt payee code (if any)

Note: For a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name.

1. Name of the filer (do not check this box if the filer is an individual or a partnership) 
2. Filer's address (street, city, state, and ZIP code)
3. Filer's telephone number (area code and number)
4. Filer's email address
5. Filer's federal identification number (EIN)
6. Filer's state identification number (if applicable)
7. Filer's business name (if different from the name in box 1)
8. Filer's business address (street, city, state, and ZIP code)
9. Filer's business telephone number (area code and number)
10. Filer's business email address
11. Filer's business federal identification number (EIN)
12. Filer's business state identification number (if applicable)
13. Filer's business name (if different from the name in box 1)
14. Filer's business address (street, city, state, and ZIP code)
15. Filer's business telephone number (area code and number)
16. Filer's business email address
17. Filer's business federal identification number (EIN)
18. Filer's business state identification number (if applicable)

instructions on page 3





## 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**



**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**