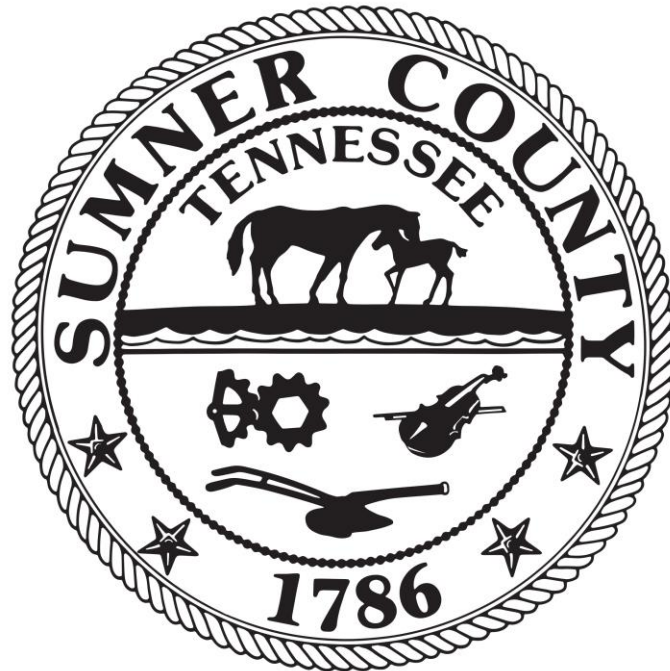


# REQUEST FOR PROPOSAL (RFP)

## SUMNER COUNTY GOVERNMENT SUMNER COUNTY, TENNESSEE

**20210128**

**Generator with Installation for Data Center for Sumner Co. IT Department**



**Purchasing Staff Contact:**

**Jamie Eden  
(615) 442-1143**

[jeden@sumnercountyttn.gov](mailto:jeden@sumnercountyttn.gov)

**Release date: December 31, 2020**

**RFP due date: January 28, 2021 @ 10AM CST**

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 Government.

Sumner County Government, herein known as Sumner County, is hereby requesting a proposal for **Generator with Installation for Data Center** utilized by the **Sumner County IT Department**.

Upon mutual agreement by all parties, Sumner County shall grant the right to extend the terms, conditions, and prices of contract(s) awarded from this RFP to other institutions (such as state or public agencies) who express an interest in participating in any contract that results from this RFP. Each of the “piggyback” institutions will issue their own purchasing documents for purchase of the goods and/or services. Proposer agrees that Sumner County shall bear no responsibility or liability for any agreements between proposer and the other institution(s) who desires to exercise the option.

## I. Proposal Specifications

Reference to available specifications shall be sufficient to make the terms of the specifications binding on the proposer. The use of the name of a manufacturer, or any special brand or make in describing an item, does not restrict the proposer to that manufacturer or specific article, unless specifically stated. Comparable products of other manufacturers will be considered if proof of compatibility is contained in the proposal. Proposers are required to notify the Sumner County purchasing supervisor whenever specifications/procedures are not perceived to be fair and open. The articles on which the proposal is submitted must be equal or superior to that specified.

Statement of Work: Quote to provide and install one 60KW natural gas-powered backup generator to provide backup power to the Administration Building Data Center and AC Unit in an event of a power failure.

- 60KW Natural Gas Standby Generator
- Block Heater (if needed)
- 10’x8’x6” Concrete Pad for generator (3500 psi concrete, 4” slump, with #5 reinforcing steel at 12” OC each way)
- 100 feet gas line from the generator to the building boiler room (straight run - one wall penetration)
- Automatic Transfer Switch
- Electrical run from the Generator about 125 feet to the Basement/Boiler Room IT Electrical Panel. This Electric Panel then feeds the Data Center Electric Panel (straight run - few wall penetrations)
- There are two electrical panels in the Data Center (next to one another) and we would like to move all those circuits to the newer Electrical Panel if possible. If not, then re-wire branch circuit panel (old panel) to the new panel to provide power in case of a power failure. The old panel has all the circuits for the outlets in the subfloor and the new panel has the new dedicated AC unit.
- Add six receptacle circuits under the drop in flooring of the computer room

You will be **required** to schedule and attend an onsite assessment in order to bid and you must include the date and time of this meeting on the bid form in your bid packet.

Please contact Shawn Brown (contact info attached) for any questions and to schedule the mandatory onsite assessment.

## II. Proposal Package

The sealed proposal package must include all the following, when applicable. Any sealed proposal may be rejected as a non-conforming proposal if any applicable item is missing.

- Two complete copies of the proposal or one sealed copy of the proposal along with a flash drive
- Evidence of a valid State of Tennessee business license and/or Sumner County business license, if applicable. If vendor does not have current license, one must be provided within ten business days of award notification.
- Evidence of compliance with the Sumner County insurance requirements, if work is performed on Sumner County property (see section IV)
- RFP Sheet/ Contact Information/ Certification by Vendor (Attachment 1)
- Signed and completed Statement of Non-Collusion (Attachment 2)
- Drug-Free Workplace Affidavit (Attachment 3) - Evidence of a company's safety program and, if supported, a drug testing program
- If proposal is in excess of \$25,000, a Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Attachment 4) must be completed
- Attestation Re Personnel (Attachment 5) must be completed
- References (Attachment 6) must be completed if applicable
- Properly completed Internal Revenue Service (IRS) Form W-9

The package containing the proposal must be sealed and clearly marked on the outside of the package as follows:

**Vendor Name/Contact Email Address**  
**20210128-Generator with Installation for Data Center for Sumner Co. IT Department**  
**DO NOT OPEN**

Sealed proposals must be physically received by **January 28, 2021 @10 AM CST**. Proposals received after that time will be deemed invalid. Sumner County is not responsible for delivery from any carriers. Vendors mailing proposal packages must allow sufficient time to ensure receipt of the package by the time specified. Sumner County shall not accept proposals via electronic transmission such as email, fax, etc. There will be no exceptions. Proposals will be opened and read aloud on **January 28, 2021 @10 AM CST** at the address indicated below.

Proposals may be hand delivered or mailed to the following address.

Sumner County Government  
 Attn: Purchasing Supervisor  
 355 N Belvedere Drive, Room 306  
 Gallatin, TN 37066

Vendors must guarantee that all information included in the proposal will remain valid for a period of at least 90 days from the date of proposal opening to allow for evaluation of all proposals.

Samples of items, when called for, must be furnished free of expense and, if not destroyed, will, upon proposer's request within ten days of RFP opening, be returned at the proposer's expense. Each sample must

be labeled with the proposer's name, manufacturer's brand name and number, RFP number, and item reference.

Sumner County is not responsible for any costs incurred by any vendor pursuant to the RFP. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

### III. Instructions for Proposal

#### A. Responses

1. Proposal must include point-by-point responses to the RFP.
2. No erasures or white-out permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error and must be initialed in ink by person signing the proposal.
3. The number of calendar days in which delivery is to be made after the receipt of the order shall be stated in the RFP and may be a factor in making an award, price notwithstanding. If no delivery time is stated in the proposal, proposer agrees that the delivery is to be made within ten business days of order.
4. Transportation and delivery charges should be included in the price and be fully prepaid by the vendor to the destination specified in the RFP. Proposal prices shall include delivery of all items F.O.B. destination.
5. New materials and supplies must be delivered unless otherwise specifically called for in the RFP.
6. Payment terms must be specified in the proposal, including any discount for early payment. Partial payments will not be approved unless justification for such payment can be shown. Terms will be NET 30 days. Payment will not be made until the conditions and specifications of the RFP are inspected and approved as conforming by persons appointed by Sumner County.
7. Proposal must include a list of exceptions to the specifications, if any.
8. Proposal must include the legal name of the vendor and must be signed by a person legally authorized to bind the vendor to a contract.
9. Other than bonding requirements and business license, any and all proposal requirements must be met prior to submission. Bonding and business license requirements must be met before Sumner County signs contract.
10. The proposer understands and accepts the non-appropriation of funds provision of Sumner County.
11. If noted in the section "proposal specifications" or if later requested, the proposer will be required to provide a reference list of clients.
12. Sumner County is tax exempt. Vendor shall not include taxes in proposal. Vendors making improvements or additions to or performing repair work on real property for Sumner County are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the state for use under the contract.

#### B. Vendors

1. All vendors are required to have a current IRS Form W-9 on file with Sumner County. It can be obtained from the Internal Revenue Service's website at [www.irs.gov](http://www.irs.gov).
2. To comply with the Tennessee Lawful Employment Act (50-1-702 and 50-1-703), non-employees (individuals hired as independent contractors) must have on file any one of the following documents:
  - Valid Tennessee driver's license or photo identification issued by department of safety
  - Valid driver's license or photo identification from another state where the license requirements are at least as strict as those in Tennessee

- U.S. birth certificate
  - Valid U.S. passport
  - U.S. certificate of birth abroad (DS-1350 or FS-545)
  - Report of birth abroad of a U.S. citizen (FS-240)
  - Certificate of citizenship (N560 OR N561)
  - Certificate of naturalization (N550, N570, or N578)
  - U.S. citizen identification card (I-197 or I-179)
  - Valid alien registration documentation or proof of current immigration registration recognized by the United States Department of Homeland Security that contains the individual's complete legal name and current alien admission number or alien file number (or numbers if the individual has more than one number).
3. If required, a Tennessee business license must be on file in the finance department. Evidence of the license must be provided within ten business days following notification of award. Otherwise, Sumner County may rescind its acceptance of the proposal.

#### **IV. Insurance Requirements and Liability**

Each 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 at least which meet state standards. The owner or principal must also be insured by workers' compensation if they will be performing any of the services on Sumner County properties. There will be no exceptions to the insurance requirement. Proposer must indemnify and hold Sumner County harmless against any claim which might be filed against it. Proposer also understands that the evidence of required insurance must be submitted within ten business days, unless specified otherwise under RFP specifications, following notification of award; otherwise, Sumner County may rescind its acceptance of the proposal.

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.

#### **V. Clarification and Interpretation of RFP**

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

Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award or any other legal remedies available to Sumner County.

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 immediately notify Sumner County, via email at [purchasing@sumnercountyttn.gov](mailto:purchasing@sumnercountyttn.gov), of such matters.

All questions must be received a minimum of five days before proposal's "deadline." All inquiries to proposals will be posted on the Sumner County website at [www.sumnertn.org](http://www.sumnertn.org) under "Request for Proposal (RFP)."

Unauthorized contact regarding this RFP with employees or officials of Sumner County other than persons named below may result in disqualification from this procurement process.

Interested parties must direct all communication regarding this RFP to the following persons (please copy both on any email):

<p><b>RFP Procedures:</b>                  Jamie Eden                  Purchasing/AP Clerk                  355 N. Belvedere Drive, RM 302                  Gallatin, TN 37066                  jeden@sumnercountyttn.gov</p>	<p><b>RFP Specifications:</b>                  Shawn Brown                  615-575-0519  <a href="mailto:sbrown@sumnercountyttn.gov">sbrown@sumnercountyttn.gov</a></p>
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**VI. Bonding Requirements**

For any construction contracts, contractor shall first execute a good and solvent bond before the contract can be awarded. The bond shall be for no less than twenty-five percent of the contract price on all contracts in excess of \$100,000.

**VII. Withdrawal or Modification of Proposal**

Proposals may be withdrawn at any time for any reason. A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided it fully conforms to the same general terms and requirements.

**VIII. Procedures for Evaluating Proposals and Awarding Contract**

In comparing the proposals to this RFP and making awards, Sumner County may consider such factors as the 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. Sumner County reserves the right to ask questions of the proposer for clarification of proposal.

- 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.

**IX. Awarding of or 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.

In case of vendor default, Sumner County may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost. If the awarded vendor violates any terms of their proposal, the contract, Sumner County policy, or any law, they may be disqualified from proposing for a period of two years for minor violations or longer for major violations. Proposals from disqualified proposers will not be accepted during the period of disqualification.

**X. Open Records**

After a proposal is awarded, all proposals will be subject to the Tennessee Open Records Act and will be available to the public upon written request. Instructions can be found under the law director's tab on the Sumner County website ([www.sumner.tn.org](http://www.sumner.tn.org)). Summary information on proposals submitted will be posted on the Sumner County Finance website under the "Purchasing" tab.

**XI. Assignment**

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

**XII. Inspection of Purchases**

Articles received which are not equivalent will not be accepted. Vendor will be responsible for return of items. Sumner County shall have a reasonable period in which to inspect and accept or reject materials without liability. If necessity requires Sumner County to use nonconforming materials, an appropriate reduction in payment may be made.

**XIII. Invoicing**

Invoices are to be submitted to:

Sumner County IT Department  
355 N Belvedere Drive  
RM 205  
Gallatin TN, 37066

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

**XIV. Contract Nullification**

Sumner County may nullify the contract at any time if, in the judgment of Sumner County, the vendor(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 vendor(s), but no further sums shall be owed to the vendor(s). The agreement between Sumner County and the vendor (s) is contingent upon an approved annual budget allotment, and it is subject, with thirty days notification, to restrictions or cancellation if budget adjustments are deemed necessary by Sumner County.

**XV. Applicable Law**

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

The successful vendor agrees he/she shall comply with all local, state, and federal laws, rules, and regulations including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

In the event any claims should arise with regard to this contract for a violation of any such local, state, or federal laws, 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 of the State of Tennessee.

Sumner County does not enter contracts that 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.

#### **XVI. Data Privacy and Security**

Personal information (PI) includes but is not limited to that information protected by HIPAA, the HITECH Act, or Gramm-Leach-Bliley or such information which would allow a third party to gain access to the personal, medical, or financial records of any party. Vendor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PI complies with all applicable federal and state privacy and data protection laws. Vendor represents and warrants that vendor will maintain compliance with SSAE16 standard and shall undertake any audits and risk assessments vendor deems necessary to maintain compliance with SSAE16. Vendor shall provide Sumner County with the name and contact information for an employee of vendor who shall serve as Sumner County's primary security contact and shall be available to assist customer in a timely manner, as a contact in resolving obligations associated with any security incident in which it is reasonably suspected that there has been a breach of information security. Vendor shall mitigate or resolve any security incident at vendor's expense and in accordance with application privacy rights, laws, regulations, and standards. Vendor shall reimburse Sumner County for actual costs incurred by Sumner County in responding to and mitigating damages caused by any security incident, including all costs of notice and/or remediation incurred under applicable law as a result of the security incident.

#### **XVII. Iran Divestment Act**

By submission of this proposal, each proposer and each person signing on behalf of any proposer, and in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to T.C.A. § 12-12-106.



**ATTACHMENT 1 – RFP Sheet/Contact Information/Certification by Vendor**

Sumner County Government  
355 N Belvedere Drive, Room 302, Gallatin, TN 37066

Company Legal Name: \_\_\_\_\_

Company Official Address: \_\_\_\_\_

\_\_\_\_\_

Company Website: \_\_\_\_\_

Company Phone: \_\_\_\_\_

Date: \_\_\_\_\_ Proposal Valid Thru Date: \_\_\_\_\_

Proposal Number/Title: **20210128 Generator with Installation for Data Center for Sumner Co. IT Department**

Deadline: **January 28, 2021 @10 AM CST**

Proposal Amount: Fill out, if applicable (for multiple years)  check box if price list is attached

Year	Amount

**Contact person for project administration:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Certification by Vendor:**

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

\_\_\_\_\_  
Authorized Company Representative Name and Title (printed)

\_\_\_\_\_  
Authorized Company Representative (signature)

\_\_\_\_\_  
Date

**Acknowledgment & Certification for required site visit at Admin Building prior to bidding:**

Contact name(s) \_\_\_\_\_ Date/Time Site Visit: \_\_\_\_\_

**ATTACHMENT 2 – Statement of Non-Collusion**

The undersigned affirms they are duly authorized to execute this contract. This company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other respondent. 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: \_\_\_\_\_

\_\_\_\_\_  
Authorized Company Representative Name and Title (printed)

\_\_\_\_\_  
Authorized Company Representative (signature)

\_\_\_\_\_  
Date

### **ATTACHMENT 3 – 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 vendors to remain, or become and remain, drug-free. Abuse of and dependency on alcohol and/or drugs can seriously affect the health of employees, vendors, and citizens, can jeopardize personal safety, can impact the safety of others, and can 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 vendors 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 (*Attachment 3, page 2*).

**ATTACHMENT 3 (page 2) – Drug Free Workplace Affidavit**

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

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

The undersigned, principal officer of \_\_\_\_\_, an employer of five 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 on behalf of the company.
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 (printed)

\_\_\_\_\_  
Principal Officer (signature)

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

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

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

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

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

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

#### ATTACHMENT 4 – 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 proposal, been convicted, or had a civil judgement rendered against it
  - 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.
  - For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or proposal rigging; or
  - 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 rejection of this proposal or 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.

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Company Legal Name

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Authorized Company Representative Name and Title (printed)

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Authorized Company Representative (signature)

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Date

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

**ATTACHMENT 5 – Attestation Re Personnel**

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

Company Legal Name:	
Federal Employer Identification Number (or Social Security Number):	

The contractor, identified above, does hereby attest, certify, warrant, and assure that the contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this contract.

\_\_\_\_\_  
Authorized Company Representative Name and Title (printed)

\_\_\_\_\_  
Authorized Company Representative (signature)

\_\_\_\_\_  
Date

**ATTACHMENT 6 – References**

**1. Project Name/Location:** \_\_\_\_\_

Agency/Department: \_\_\_\_\_

Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_

Project Manager/Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**2. Project Name/Location:** \_\_\_\_\_

Agency/Department: \_\_\_\_\_

Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_

Project Manager/Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**3. Project Name/Location:** \_\_\_\_\_

Agency/Department: \_\_\_\_\_

Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_

Project Manager/Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**4. Project Name/Location:** \_\_\_\_\_

Agency/Department: \_\_\_\_\_

Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_

Project Manager/Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

*\*Proposers may copy this page and submit additional references.*