

**CITY OF OPELIKA  
PURCHASING DEPARTMENT**

**INVITATION TO BID**

**LILLIE FINLEY  
PURCHASING-REVENUE MANAGER  
OFFICE: (334) 705-5121  
FAX: (334) 705-5128**

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**BID DATA**

**BID NUMBER:** 16041  
**COMMODITY TITLE:** Service Installation Materials  
**USER DEPARTMENT:** Opelika Power Services  
**BUYER:** Lillie Finley  
**BUYER TELEPHONE:** (334) 705-5121  
**ISSUE DATE:** September 15, 2016

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**BID OPENING**

**DAY/DATE:** October 3, 2016  
**TIME:** 2:00 p.m.  
**LOCATION:** City Hall Conference Room  
**MAILING ADDRESS:** City of Opelika  
Purchasing Department  
PO Box 390  
Opelika, AL 36803-0390

The City of Opelika Purchasing Department will receive sealed bids for a contract for **Service Installation Materials** as per specifications for the Opelika Power Services. Bids must be received by **2:00 PM on October 3, 2016** at which time they will be opened and read aloud. Late bids will not be considered nor returned.

**BIDS MAY BE MAILED TO:  
CITY OF OPELIKA  
PURCHASING DEPARTMENT  
PO BOX 390  
OPELIKA, AL 36803-0390**

**BIDS MAY BE DELIVERED TO:  
CITY OF OPELIKA  
PURCHASING DEPARTMENT  
204 S 7<sup>TH</sup> STREET  
OPELIKA, AL 36801**

**PART ONE  
GENERAL TERMS AND INSTRUCTIONS**

**SECTION I - TERMS AND CONDITIONS**

- 1.1 All bids submitted shall be firm for a period of one-year, unless otherwise specified.
- 1.2 The equipment furnished under these specifications shall be the latest improved model in current, as offered to commercial trade, and shall be of quality workmanship and material. The bidder represents that all equipment offered under this specification shall be new. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE OR DISCONTINUED MODELS ARE NOT ACCEPTABLE, UNLESS SPECIFICALLY STATED OTHERWISE IN THE SPECIFICATIONS.
- 1.3 The City reserves the right to cancel or make null and void, any purchase order, if delivery cannot be made on or about the specified delivery date.
  - 1.3.1 In case of default by the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby that is due to contractor's gross negligence.

Concerning paragraph 1.3.1, the City proposes to define "default" as follows:

"Each of the following events is a breach of the Agreement:

    - (a) If contractor fails to replace any non-conforming part of the service installation materials within fourteen (14) days of request of OPS after delivery and inspection, subject to availability.**
    - (b) If any date of delivery is exceeded by more than fourteen (14) days by fault of the contractor."**
- 1.4 Vendors shall insert prices for furnishing materials required by these specifications. Prices shall be net, including any charges for packaging, crating containers, etc. All transportation charges shall be fully prepaid by the vendor, F.O.B., destination at the location specified by the City. No additional charges will be allowed for any transportation costs resulting from partial shipment made for the Vendor's convenience. Title to and risk of loss in transit shall remain with the Vendor until delivered to the City in acceptable condition."

- 1.5 The name and manufacturer, trade name, or manufacturer/vendor catalog number mentioned in the specifications and proposal is for the purpose of designating a minimum standard of quality and type and for no other reason. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any items unless stated otherwise in the specifications or proposals.
- 1.6 Bid tabulations will not be given over the telephone. Vendors desiring a bid tabulation shall enclose a stamped self-addressed envelope with their bid.
- 1.7 Bid awards are not official until a purchase order is issued or the Purchasing Department notifies the successful vendor in writing.
- 1.8 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 1.9 Vendors not listed on the City bid list shall submit with their bid a completed W-9 form (attached).

## **SECTION II - SUBMISSION OF BID**

- 2.1 Bids received after the designated date and time will not be opened nor returned.
- 2.2 All bids shall be submitted on and in accordance with forms for this purpose, which are available from the Purchasing Department. Additional supplementary documentation, when requested, shall be submitted on the bidder's letterhead.
- 2.3 All bids are to be submitted in sealed, plainly marked envelopes. Envelopes shall be marked on the bottom left corner with the Title of the Invitation to Bid, the Bid Number and the Opening Date. Facsimile and telephone bids will not be accepted.
- 2.4 All bids shall be typewritten or completed in black ink.
- 2.5 An authorized officer or agent of the company submitting the bid must sign all bids in order to be considered.
- 2.6 Bid documents shall be submitted, in DUPLICATE, to the City of Opelika, Purchasing Department.**
- 2.7 Bids that show omission, irregularity, alteration of forms, additions not called for, or conditional or unconditional unresponsive bids may be rejected.
- 2.8 Any bids submitted with corrected errors shall have the correction initialed by the person signing the bid.
- 2.9 Bidder shall submit with bid, the latest printed literature and detailed specifications on equipment they propose to furnish. This literature is for informational purpose only, and shall be used to help determine a product's compliance with specifications.**

- 2.10 Bids received after the designated date and time will not be opened nor returned.
- 2.11 All bids shall be submitted on and in accordance with forms for this purpose, which are available from the Purchasing Department. Additional supplementary documentation, when requested, shall be submitted on the bidder's letterhead.
- 2.12 All bids are to be submitted in sealed, plainly marked envelopes. Envelopes shall be marked on the bottom left corner with the Title of the Invitation to Bid, the Bid Number and the Opening Date. Facsimile and telephone bids will not be accepted.
- 2.13 All bids shall be typewritten or completed in black ink.
- 2.14 An authorized officer or agent of the company submitting the bid must sign all bids in order to be considered.
- 2.15 Bid documents shall be submitted, in DUPLICATE, to the City of Opelika, Purchasing Department.**
- 2.16 Bids that show omission, irregularity, alteration of forms, additions not called for, or conditional or unconditional unresponsive bids may be rejected.
- 2.17 Any bids submitted with corrected errors shall have the correction initialed by the person signing the bid.
- 2.18 Bidder shall submit with bid, the latest printed literature and detailed specifications on equipment they propose to furnish. This literature is for informational purpose only, and shall be used to help determine a product's compliance with specifications.**

### **SECTION III - BID EVALUATION**

- 3.1 The City reserves the right to evaluate all bids, waive any technicalities or informalities, reject any bids and/or proposals, and further specifically reserves the right to make the award(s) in the best interest of the City.
- 3.2 The bid evaluation will be made on the following criteria:
  - 3.2.1 Bid price
  - 3.2.2 Compliance with specifications
  - 3.2.3 Ability to deliver product or service
  - 3.2.4 Prompt pay discount, if offered, and meeting requirements of Section 3.4
  - 3.2.5 Availability of warranty on service and parts
  - 3.2.6 Delivery date
- 3.3 The City may waive minor differences in specifications, provided these differences do not violate the specification intent, materially affect the operation for which the item or items being purchased nor increase the estimated maintenance and repair cost to the City.
- 3.4 In order for a prompt pay discount to be considered as a factor in the award of this bid, minimum days allowed for payment to receive discount shall be 10 days after the receipt of a correct invoice.

- 3.5 The City reserves the right to award all bids in their entirety or part, whichever, in its opinion, best serves the interest of the City.
  - 3.6 The City reserves the right to cancel or make null and void any purchase order if the delivery cannot be made on or about the specified delivery date.
  - 3.7 Unless clearly shown on the bid that it is the intent to offer a reduced total price on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit price. In the event of any discrepancy between a unit price, extended price and/or total price, unit price shall govern and the bid will be refigured accordingly.
  - 3.8 Alabama Bid Law allows a local preference to businesses located within the City of Opelika, when their bid is within 5% of the lowest responsible bid. The City will extend that preference when applicable.
  - 3.9 The City shall be the sole judge as to an item meeting or exceeding the specifications.
- 3.10 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Alabama or United State law.**

#### **SECTION IV - BILLING AND PAYMENT**

- 4.1 The vendor shall submit a correct invoice to:

City of Opelika  
Accounting Department  
PO Box 390  
Opelika, AL 36803-0390

- 4.2 Payment by the City shall be made within thirty days, unless otherwise specifically provided, subject to any discounts offered.
  - 4.2.1 The City will make payment to the vendor upon receipt of invoice and acceptance of the item or service by the City.
  - 4.2.2 Any prompt pay discount offered will be computed from the date of delivery of the equipment, supplies, or materials at destination, or from the date the correct invoice is received, if the latter is later than the date of delivery.

#### **SECTION V - CONTRACT PERIOD**

- 5.1 Bids submitted in response to the invitation shall be firm for a one-year period. Contract period shall begin immediately upon award and end September 30, 2017. Upon mutual agreement, this contract may be extended for two additional years in one-year increments.
- 5.2 This contract may terminate by either party for just cause, upon thirty (30) days written notice to the vendor. Notification will be sent by mail to the address on record.

- 5.3 All items shall be delivered F.O.B destination. Delivery cost and all freight charges shall be included in the bid on each individual item with no minimum ordering quantities required.

## **SECTION VI - ESCALATION CLAUSE**

- 6.1 The bid price stated shall be for all purchases under the contract. Price increases from the manufacturer to the successful vendor may be passed on during the life of this contract, ONLY when the following conditions are met:
- 6.1.1 Consideration for price increases will only be given for material costs based on material prices at the time of bid submittal. The successful vendor must certify that the current manufacturer's price list states such increase.
  - 6.1.2 Notification to the Purchasing Department of price increase, along with proof of price increase from the manufacturer shall be provided to the Purchasing Department PRIOR to any increase being approved.
  - 6.1.3 Failure to comply with the above requirements shall deem the initial prices to be in effect for the entire life of this contract.
  - 6.1.4 Any price reduction from the manufacturer shall also be passed on to the City automatically. Once inventory is depleted and replaced with price reduced inventory.
  - 6.1.5 Unless otherwise specified, prices shall be reviewed no more often than on a quarterly basis.
  - 6.1.6 Any price reduction from the manufacturer shall also be passed on to the City of Opelika automatically once inventory is depleted and replaced with price reduced inventory.
  - 6.1.7 The City reserves the right to cancel or make null and void any purchase order if price increase is determined not to be in the best interest of the City, unless within thirty (30) days of scheduled delivery, whereby such order will remain firm.
  - 6.1.8 In case of default by the vendor, the City may procure the articles from other sources and hold the vendor responsible for any reasonable excess cost occasioned thereby.
  - 6.1.9 No adjustment shall be made to compensate a supplier for inefficiency in operation, or for additional profit.
  - 6.1.10 Failure to comply with the above requirements shall deem the prices to be in effect for the entire life of the contract.

## **SECTION VII - ADDENDA AND INTERPRETATIONS**

- 7.1 If it becomes necessary to revise any part of this bid, a written addendum will be provided to all the bidders.
- 7.2 The City of Opelika is not bound by any oral representations, clarifications or changes made in the written specifications by City of Opelika employees, unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

- 7.3 All interpretations, clarifications, and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become a part of the specification and bid documents and shall be acknowledged by the bidder in the bid. The City's interpretations or corrections thereof shall be final."

### **SECTION VIII - LICENSE REQUIREMENT**

- 8.1 All firms doing business in the City of Opelika are required to be licensed in accordance with the City's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

### **SECTION IX - DISCREPANCIES IN BID**

- 9.1 The bidder understands and agrees that its bid is submitted on the basis of its specifications prepared by the City. The bidder accepts the obligation to become familiar with these specifications.
- 9.2 Bidders are expected to examine the specifications and related bid documents with care and observe all of their requirements. Ambiguities, errors and omissions, noted by bidders should be promptly reported to the Purchasing Department.
- 9.3 If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding.

**PART II  
SPECIFICATIONS  
16041  
SERVICE INSTALLATION MATERIALS**

**1. SCOPE**

- 1.1. This specification covers materials required for the installation of fiber services at customer locations for the Opelika Power Services (OPS) communication network.
- 1.2. Due to the requirements of OPS to provide troubleshooting and technical support for all products provided, material bid shall be the item specified below. No substitutions will be allowed unless prior approval has been given by OPS technical staff in writing. Any deviations or exceptions to specified material shall be noted on bid form submitted.

**2. APPROVED MANUFACTURER/MATERIAL**

2.1. ONT: Nokia 7368 ONT Equipment

2.1.1. Hardware Part Number: 3FE52966AA Description: 0-221H-P ONT

2.1.2. License Agreement:

2.1.2.1. Software Part Number: 301049607 SSP – AMS/7330/7342/7360 per line

**3. PACKAGING & FREIGHT**

- 3.1. Shipments should be scheduled with OPS no less than one day prior to delivery.
- 3.2 Freight shall be F.O.B. Opelika, AL.

**PART III  
 BID FORM  
 16041  
 SERVICE INSTALLATION MATERIALS**

The undersigned declares that before preparing their bid, they read carefully the specifications and requirements for Bidders and that their bid is made with full knowledge of the kind, quality, and quantity of services and equipment to be furnished, and their said bid is as stated on these pages. The undersigned offers and agrees, if this bid is accepted, to furnish any or all of the items upon which prices are offered at the price set opposite each item, within the quote delivery period, delivered at the designated point(s) within the time specified.

Item	Initial Qty.	Description	Unit Price	Extended Price
1	500	Nokia 7369 ONT Equipment: Hardware 3FE52966AA Description O-221H-P ONT	\$ _____ Brand Quoted	\$ _____
2	500	Software 301049607 Description SSP – AMS/7330/7342/7360 per line	\$ _____ Brand Quoted	\$ _____

Discounts will be allowed for prompt payment: \_\_\_\_\_percent, 10 calendar days  
 \_\_\_\_\_percent, 15 calendar days  
 \_\_\_\_\_percent, 20 calendar days  
 \_\_\_\_\_percent, 30 calendar days

COMPANY SUBMITTING BID \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

\_\_\_\_\_  
 SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS

\_\_\_\_\_  
 TYPED NAME AND TITLE OF SIGNER

\_\_\_\_\_  
 TELEPHONE NUMBER

\_\_\_\_\_  
 DATE

**ANTI-COLLUSION STATEMENT**

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. **NOTE:** NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE ARE PERMITTED WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
BY (PRINTED)

\_\_\_\_\_  
BY (SIGNATURE)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

**BID NO: 16041**  
**STATEMENT OF NO BID/PROPOSAL**

**NOTE: If you DO NOT intend to bid on this commodity or service, please complete and Return this form immediately.** Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Opelika wishes to keep its bid list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid/proposal solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the proposal opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this commodity/service list.

\_\_\_\_\_ Specifications too "tight", i.e. geared toward one brand or manufacturer only.

\_\_\_\_\_ Specifications are unclear (explain below)

\_\_\_\_\_ We are unable to meet specifications.

\_\_\_\_\_ Insufficient time to respond to the Request for Proposal.

\_\_\_\_\_ Our schedule would not permit us to perform.

\_\_\_\_\_ We are unable to meet bond requirements.

\_\_\_\_\_ We are unable to meet insurance requirements.

\_\_\_\_\_ We do not offer this product or service.

\_\_\_\_\_ Remove us from your proposers list for this commodity or service.

\_\_\_\_\_ Other (specify below).

REMARKS \_\_\_\_\_  
\_\_\_\_\_

SIGNED: \_\_\_\_\_ NAME: \_\_\_\_\_  
(Type or Print)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street address) (City) (State) (Zip)