



REQUEST FOR PROPOSAL  
RFP #16018

THE CITY OF OPELIKA  
OPELIKA POWER SERVICES DEPARTMENT

***CUSTOMER INSTALLATION SERVICES***

LILLIE FINLEY  
PURCHASING-REVENUE MANAGER

DEREK LEE  
OPELIKA POWER SERVICES DIRECTOR

JOEY MOTLEY  
CITY ADMINISTRATOR

GARY FULLER  
MAYOR

The City of Opelika desires to receive sealed bids for service to install Fiber-to-the-home (FTTH) broadband communications system. Sealed bids must be received by 2:00 PM on **June 13, 2016**. Late bids will not be opened nor returned.

**PROPOSALS MAY BE MAILED TO:**

**City of Opelika  
Purchasing Department  
PO Box 390  
Opelika AL 36803-0390**

**PROPOSALS MAY BE DELIVERED TO:**

**City of Opelika  
Purchasing Department  
204 S Seventh St  
Opelika AL 36801**

**SECTION 1 - INQUIRIES**

- 1.1 Any question concerning this proposal, should be submitted to Lillie Finley, Purchasing-Revenue Manager at [lfinley@opelika-al.gov](mailto:lfinley@opelika-al.gov) or faxed to (334)705-5128.

**SECTION II – TERMS AND CONDITIONS**

- 2.1 The term of this agreement shall be for a one-year (1) contract, beginning at the time of award and ending June 30, 2017. This contract may be renewed for two additional years upon mutual agreement in one-year increments. Pricing in this bid shall be by units. Billing shall be done on a weekly basis.
  - 2.2.1 The contract may be cancelled for any reason with a 30-day written notification.
- 2.2 All materials used for the manufacture or construction of any supplies, materials or equipment covered by this proposal shall be new. Used shopworn, demonstrator, prototype, discontinued models are not acceptable, unless specifically stated otherwise in the specifications.
- 2.3 The City of Opelika reserves the right to increase/decrease the number of homes to be serviced at the prices listed on the proposal form. The City does not guarantee a pre-determined number of installs per day.

**SECTION III - AWARD**

- 3.1 The City of Opelika reserves the right to award a contract to the vendor(s) submitting the best proposal that is deemed to best represent the desires and needs of the City. The City of Opelika reserves the right to reject any and all proposals submitted, and to request additional information from all vendors.
- 3.2 The City reserves the right to award all proposals in their entirety or part, whichever, in its opinion, best serves the interest of the City.
- 3.3 Vendors shall complete the Proposal and Award Page(s) and submit all information requested herein in order for a proposal to be responsive. **FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING REJECTED.**

- 3.4 Proposal awards are not official until the Purchasing Department notifies the successful vendor(s) in writing.

#### **SECTION IV – TERMINATION**

- 4.1 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. In the event the contractor fails to perform the services required, the City may procure services from another source and hold the contractor responsible for additional costs. The vendor's right to proceed with the work shall include, but is not limited to the following:

4.1.1 Failure to perform the services within the time specified herein, or any extension thereof.

4.1.2 Vendor shall perform all standards of any and all of the vendor's obligations. In the event of failure of the Vendor to meet these standards as set forth in the proposal, the City shall have the right to terminate the contract, including all work covered hereby, by giving the vendor written notice of such termination

#### **4.2 STANDARD OF PERFORMANCE**

4.2.1 Upon notice by the City of Opelika, if vendor fails to comply with such standards, or to otherwise be in default of this contract in any manner following the Notice to Proceed, Vendor shall immediately remedy said defective performance in a manner acceptable to the City. Should Vendor fail to immediately correct said defective performance, the City shall consider said failure a breach of contract and grounds for termination of the same.

4.2.2 In the event the Vendor is in breach of contract in any manner, and such breach has not been satisfactorily corrected; the City may bar the Vendor from being awarded any future City contracts.

#### **SECTION V - BILLING AND PAYMENT**

- 5.1 The vendor shall submit a correct invoice to:

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

- 5.2 Payment by the City of Opelika shall be made within thirty days, unless otherwise specifically provided, subject to any discounts offered.

- 5.3 Price quoted shall remain firm for the entire contract period.

- 5.4 The City shall be exempt from paying late charges on any disputed bills.

## SECTION VI – INSURANCE, LICENSE, AND OTHER REQUIRMENTS

- 6.1 INSURANCE: Any person, firm, or corporation entering into a contract with the City of Opelika, SHALL assume full responsibility and expense to purchase and maintain during the life of the contract with the City, a Certificate of Insurance for each of the categories listed below:
  - 6.1.1 Comprehensive General Liability Insurance: Liability limits of a minimum of \$1,000,000.00 per each occurrence and \$1,000,000.00 aggregate.
  - 6.1.2 Comprehensive Automobile Liability Insurance: Liability limits of a minimum \$1,000,000.00 any one accident.
  - 6.1.3 Workers Compensation Insurance: Statutory Limits
- 6.2 Failure to provide and continue in force such insurance as required above, shall be deemed a material breach of contract and shall operate as an immediate termination thereof.
- 6.3 The insurance listed above shall protect the vendor and any subcontractors while performing work covered by the Contract, from claim under Workman’s Compensation Acts, and from claim for damages for personal injury or accidental death, which may arise from operations under the contract.
- 6.4 At the time of award, prior to commencing any work in connection with the contract, the successful **vendor SHALL provide the Purchasing Department with a Certificate of Insurance naming the City of Opelika as an additional insured entity.** Vendor shall provide that the City of Opelika be given at least 30-days prior written notice of any cancellation of, intention to not renew.
- 6.5 LICENSES: The successful vendor shall obtain all required business licenses prior to signing a contract.
  - 6.5.1 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.
  - 6.5.2 State of Alabama General Contractor’s license is required.**
- 6.6 LAWS, ORDINANCES AND REGULATIONS
  - 6.6.1 The proposed work shall be done in conformity with the laws, ordinances, rules, regulations, and zoning restrictions of the State of Alabama and the City of Opelika. The Vendor(s) shall obtain all permits, licenses, and pay all charges, fees, and taxes therein. The Vendor(s) and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

## **SECTION VII - SUBMISSION OF PROPOSAL**

- 7.1 Proposals received after the designated date and time will not be opened nor returned.
- 7.2 All proposals 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 proposer's letterhead.
- 7.3 All Proposals submitted shall be marked and sealed in plainly marked envelopes. Envelopes shall be marked on the lower left end, below the return address, with the Title of the Request for Proposals, Proposal Reference Number, and the Opening Date.  
**Facsimile and telephone proposals will not be accepted.**
- 7.4 All proposals shall be typewritten or completed in black ink or dark blue ink. Proposals completed in pencil shall not be considered. Title of the officer or agent must be shown.
- 7.5 An authorized officer or agent of the company submitting the proposal must sign proposal in order to be considered.
- 7.6 The City of Opelika Purchasing Department request three (3) hard copy of proposals and two (2) electronic copies (in PDF format) on CD/DVD. Electronic version should be formatted identically to the hard copy version.
- 7.7 Proposals that show omission, irregularity, alteration of forms, additions not called for, or conditional or unconditional unresponsive bids may be rejected.
- 7.8 Any vendor submitting a proposal with corrected errors must draw a single line through the entered figure and enter the corrected figure above it. The person signing the proposal must initial corrections.
- 7.9 Amending and/or withdrawing a proposal will be permissible if such request is received from the vendor by the City of Opelika Purchasing Department prior to the deadline for the submission of a proposal.

## **SECTION VIII – NON-COLLUSION**

- 8.0 Vendors, by submitting a signed proposal, certify that the accompanying proposal 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 States Law. See attached statement for completion and signature.

## **SECTION IX – IMMIGRATION LAW**

- 9.0 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.

## **SECTION X – PRE-BID CONFERENCE**

- 10.1 The pre-bid conference will be held on **May 25, 2016 at 2:00 pm**, Opelika City Hall, 1<sup>st</sup> floor conference room, 204 S 7<sup>th</sup> St, Opelika, Alabama. At this conference, potential contractors can submit questions which will be addressed later by a mailed out bid addendum. **Please note: No bid will be accepted from a potential bidder that does not attend the pre-bid conference.**
- 10.2 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence, such as financial data, previous experience; present commitments and other such data as may be called for in the Supplementary Instructions. Each bid must contain evidence of Bidder's qualification to do business in the state where the Project is located.

## **SECTION XI – PERFORMANCE BOND**

- 11.1 Any person, firm, or corporation entering into a contract with the City for the repair or construction of any public building, public work, highways, or bridges shall provide a performance bond equal to 100 percent of the contract price. Such bond shall be from an accredited insurance company as approved by the City of Opelika Purchasing Agent.

## **SECTION XII – LABOR AND MATERIAL PAYMENT BOND**

- 12.1 Labor and Material Bond shall be submitted by successful vendor for a construction project as surety, payable to the City of Opelika of not less than 50 percent of the contract price, with the obligation that such contractor shall promptly make payments to all persons supplying him/her with labor, materials, or supplies for the payment of reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on said bond. Bonds are not required on contracts of less than \$10,000.00.

## **SECTION XIII-QUESTIONS REGARDING THE PROPOSALS**

- 13.1 Questions regarding the submission of proposals should be forward to:

Lillie Finley, Purchasing-Revenue Manager  
City of Opelika  
P.O. Box 390  
204 South 7<sup>th</sup> Street  
Opelika, Alabama 36803-0390

Technical Questions regarding the proposals should be forward to the Project Manager:

Terry Coxwell, Manager of Field Services

600 Fox Run Parkway

Opelika, AL 36801

T: 334-705-5576

F: 334-705-5148

[www.opelikapower.com](http://www.opelikapower.com)

## ***Project Overview and Additional Response Requirements***

Opelika Power Services has deployed a Fiber-to-the-Home (FTTH) broadband communication system capable of meeting the long-term needs of Opelika, AL. In addition to an advanced smart grid system, it will provide a full complement of video service offerings, high-speed Internet, voice services and other advanced IP based services.

Opelika Power Services is requesting that quotes be submitted for contractor(s) to provide installation services, trouble call response, and underground drop placement to help facilitate the Fiber to the Home service offerings of the city, as well as management of this process. The successful firm will demonstrate an ability to partner with OPS to ensure success of everyone involved.

### **1. Project Overview**

#### **1.1. Opelika Power Services Overview**

Opelika is conveniently located in east central Alabama along the dynamic I-85 corridor between Atlanta and Montgomery and adjacent to thriving Auburn University. Opelika presents unparalleled opportunities for business, commercial, retail and industrial development, as well as an exceptional quality of life.

The Auburn-Opelika MSA is one of the fastest growing metropolitan areas in the nation. With exceptional schools, superb sports and recreation opportunities, it is home to many top companies

OPS has reliably served the electric needs of the community for over 100 years and is expanding this service offering with the fiber optic system. Economic growth and development for the city is one of the main goals of the project.

#### **1.2. Deployment Plan Overview**

Both aerial and underground drops will be installed, spliced and validated ahead of time. We will initially schedule four to six installs per day and increase or decrease the number dependent upon the request for Fiber Services. The qualified vendor must demonstrate the ability to respond to changes in customer demand quickly and seamlessly.

### **2. Service and Skill Requirements**

Opelika Power Services is seeking representation from a qualified firm to install voice, video, and data services and related equipment via its fiber to the home (FTTH) infrastructure. It is the intent of the Opelika Power Services to provide the supplies and materials. The successful firm is expected to provide the expertise, personnel, tools, and all equipment necessary to ensure quality of installation, as well as a recommended plan for warehouse and office facilities to house all materials and equipment. An experienced on-site project manager is critical to success.

The contractor(s) chosen will be responsible for activation of the FTTH product from the LCP cabinet to the NAP and the drop, outlet, and equipment installation from the NAP to individual

points of termination within the customer premise. The contractor(s) will be responsible for drop fiber splicing and ONT activation. The contractor(s) is to provide labor for all aerial and underground drop placement including direct bury, missile boring, and directional boring.

It is preferred that the contractor(s) be capable of providing additional resources for restoration, future expansion and plant extensions. The contractor will be expected to provide an after-hours on-call response team and assist with restoration services as needed. The successful firm/firms shall meet all licensing and insurance requirements and must demonstrate through its submittal, experience in providing installation and/or support of the following:

- 2.1** Fiber Network Installation to include, New customer activation at PON cabinet, installation of drop (aerial and/or underground) and splicing, Installation of ONT, NID, splitters, inside wiring, set tops, integration with existing customer equipment, and customer training.
- 2.2** Install ground for ONT; verify ground integrity for existing wiring.
- 2.3** Fiber ONT with UPS systems installation including documentation. IP Addressing.
- 2.4** Install and test CAT5e or CAT6 wiring.
- 2.5** Install and test coaxial wiring.
- 2.6** Install and test CAT 3 wiring.
- 2.7** Installation of Set Top Boxes.
- 2.8** Light measurements at PON cabinet and ONT
- 2.9** UPS and power feed installation at ONT.
- 2.10** Inventory management to include all materials and service order documentation.
- 2.11** Test and validation of existing internal wiring infrastructure.
- 2.12** Installation of IP set top boxes.
- 2.13** Installation of HPNA device to utilize coaxial wiring for IPTV.
- 2.14** Integrate and wire ONT to utilize existing CAT 3 for voice.
- 2.15** Verification of product integrity for all services installed.
- 2.16** Provide complete underground facilities placement including fiber drops, distribution, backbone cables and vault installation. Must be capable of direct plow up to 18" deep, missile and directional boring.
- 2.17** Customer service: To include equipment training and the demonstration of all services installed.
- 2.18** Customer service: Total Quality Service includes professionalism, good housekeeping skills, and a goal of providing total customer satisfaction.
- 2.19** Coordinate with technical, sales and customer service staff for order entry, scheduling, completion, testing and validation.
- 2.20** Provide warrantee work as directed for defects or incomplete services.

Installation services are required to meet applicable Federal and State building codes and standards. The contractor must possess a State Contractor's License. Insurance requirements shall be addressed in the contract with the successful firm.

### **3. Background and Experience**

The firm should provide information in the support of the following:

- 3.1** Describe your company naming the officers and their responsibilities.
- 3.2** Length of time in business (minimum of 5 years preferred).
- 3.3** Provide information regarding current level and type of insurance carried.
- 3.4** Provide information listing three Fiber-to-the-Home deployments in which your company or its representatives has been involved. Provide dates of such projects and list all services provided at each of those deployments. Please indicate the size of the deployments listing homes passed and allocated manpower resources.
- 3.5** Provide references for Fiber-to-the-Home projects that your company has provided services for.
- 3.6** Describe the approach that your company would utilize to accomplish the tasks listed in Section four. Include any additional considerations that your company would deem appropriate. Describe your installation procedures. List average installation timetables and the number of visits and the personnel required to complete each task.
- 3.7** Describe any attributes distinguishing your company from other companies offering similar services.

### **4. Services Requested**

- 4.1** Opelika Power Services will provide a list of services requested. (Section 5 below) Companies should provide a response that corresponds with their preferred method of doing business.
- 4.2** The firm should provide a description of services provided with a price sheet that corresponds with each individual entry.
- 4.3** The firm should describe in detail what is included and what is not included in each line item listed.
- 4.4** Opelika Power Services will provide several installation examples (Section 6.0 below) and ask that the firm provide the cost of delivering the product.

### **5. Task Identification**

Provide information explaining each individual line item as it pertains to your method of billing and deployment. Include all relevant inclusions and exclusions. Note all composite billing strategies and note any volume discounts that could apply.

- 5.1** Hang and Light Residential Aerial Drop
- 5.2** Hang and Light Business Aerial Drop
- 5.3** Underground Drop Installation residential
- 5.4** Underground Drop Installation Business
- 5.5** Activation of Existing Drop
- 5.6** Place drop in existing duct conduit
- 5.7** Premise Installation, new Single Play service

- 5.8 Residential Premise Installation, new Double Play service
- 5.9 Residential Premise Installation, new Triple Play service
- 5.10 Residential Premise Installation, reconnect Single Play
- 5.11 Residential Premise Installation, reconnect Double Play
- 5.12 Residential Premise Installation, reconnect Triple Play
- 5.13 Home Gateway Installation at time of install
- 5.14 Home Gateway Installation change order not at time of install
- 5.15 Additional outlets with install or Reconnect, video
- 5.16 Additional outlets with install or Reconnect, data
- 5.17 Additional outlets with install or Reconnect, voice
- 5.18 Additional outlets with change order not at time of install new, Voice, Video, Data
- 5.19 Residential Wallfish, from top plate
- 5.20 Residential Wallfish, from bottom plate
- 5.21 Business Wallfish, from top plate
- 5.22 Business Wallfish, from bottom plate
- 5.23 MDU Activation, reconnect Single Play
- 5.24 MDU Activation, reconnect Double Play
- 5.25 MDU Activation, reconnect Triple Play
- 5.26 MDU Wallfish
- 5.27 MDU Post wire
- 5.28 MDU Pre wire
- 5.29 Single STB installation
- 5.30 Direct bury, 12"
- 5.31 Trenching
- 5.32 Missile bore
- 5.33 Directional bore
- 5.34 Vault installation
- 5.35 Technical Representation, daytime
- 5.36 Technical Representation, after hours
- 5.37 Technical Representation, weekends, holidays
- 5.38 Installation, Hourly Rate
- 5.39 Main Line construction, enclosure prep and splicing
- 5.40 Aerial Fiber Cable Installation using ADSS Fiber

## **6. Installation Examples**

Provide a price for each sample installation scenario listed below. Explain in detail all billing methodologies for each scenario. Show any composite billing advantages or volume discount opportunities if applicable. (All scenarios to include LCP and ONT activation, STB installation and activation for each video outlet, customer training and good housekeeping practices)

- 6.1** Aerial drop, two spans/250', ONT installation, Data Service w/ one Ethernet outlet, Video Service w/ two new Ethernet 1<sup>st</sup> level baseboard outlets and one existing coaxial outlet activated using HPNA, service validation, documentation, and customer training. (no voice)
- 6.2** Aerial drop, four spans/ 750', ONT installation, Data Service w/ one Ethernet 1<sup>st</sup> level wallfish outlet, router w/ two add. Wireless PCs, Video Service w/ five new Ethernet 1<sup>st</sup> level bottom plate wallfish outlets, Voice Service w/ one new 1<sup>st</sup> level bottom plate cat5e wallfish outlet and four existing outlets, service validation, documentation, and customer training.
- 6.3** Combo/ aerial drop, three spans/ 500', buried drop/ 200', ONT installation, Home Gateway installation, Data Service w/ one new Ethernet 1<sup>st</sup> level bottom plate wallfish outlet, router, w/ two add. wireless PCs, Video Service w/ three new Ethernet 1<sup>st</sup> level top plate wallfish outlets and two existing coaxial outlets activated using HPNA, Voice Service w/ one new cat5e 1<sup>st</sup> level bottom plate wallfish outlet and nine existing cat3 outlets, service validation, documentation, and customer training.
- 6.4** Combo/ aerial drop, three spans/ 350', buried drop/ 700', ONT installation, Home Gateway installation, Data Service w/ one Ethernet outlet, router, w/ two add. wireless PCs, Video Service w/ three new Ethernet 1<sup>st</sup> level bottom plate wallfish outlets, three new Ethernet 2<sup>nd</sup> level top plate wallfish outlets and two existing coaxial outlets activated using HPNA, Voice Service w/ one new cat5e 1<sup>st</sup> level bottom plate wallfish outlet and seven existing cat3 outlets, service validation, documentation, and customer training.

## **7. Additional Evaluation Criteria**

- 7.1 Experience:** Offers demonstrating exceptional experience in the Fiber to the Home industry providing installation and underground drop placement services.
- 7.2 Technical Competence and Staffing:** The immediate availability of staff with subject matter expertise and construction expertise to install, configure, test, certify and insure proper installation of Fiber to the Home services to the premise.
- 7.3 Excellence in Customer Service:** Must provide documentation that shows a company history of providing excellent customer service in the Fiber to the Home Industry. This documentation should include methods taken to insure good housekeeping practices during installation.
- 7.4 Value:** Should provide professional installation services at a fair and competitive rate to insure that the City and its citizens are receiving the best value available. Opelika Power Services will evaluate price based on competitive pricing. Price will not be scored. Price should include a

detailed breakdown of costs. Data should include, but not be limited to, labor categories, fully burdened labor rate, number of hours, material cost, travel, other direct cost and any other related expense.

If for any reason Opelika Power Services and the Bidder cannot execute on an agreement Opelika Power Services will re-evaluate the remaining firms and select the next qualified bidder.

## **8. Evaluation Assessment**

Opelika Power Services will evaluate based on the clarity and rigor of the proposal regarding the overall architecture proposed, element management and integration of all activities required. Experience, competence, customer service, value, and staff qualifications will be evaluated.

Opelika Power Services will evaluate the quality of the respondents and any proposed subcontractor's past performance using at a minimum the following criteria:

- 8.1** The respondent's overall proposed partnership with OPS to ensure everyone's success. Additional consideration will be given to the team that seeks to creatively align with OPS' specific culture, needs and goals moving forward.
- 8.2** The respondent's demonstrated ability to provide installation services with support for triple-play and smart grid service offerings.
- 8.3** The ability to successfully carry out the project based on prior experience or knowledge in Fiber-to-the-Home installation deployments.
- 8.4** Administrative and subcontractor management.
- 8.5** The respondents' control of costs.
- 8.6** The respondent's reputation of reasonable and cooperative practices and overall concern for the client.
- 8.7** Subcontractors proposed.

The evaluation of past performance is a subjective assessment based on consideration of all relevant facts and circumstances. The evaluation may consider information from any source(s) deemed necessary. Opelika Power Services will seek to determine whether the respondent has consistently demonstrated a commitment to customer satisfaction and timely delivery of quality goods and services at fair and reasonable prices. This is a matter of judgment. For respondents with no relevant performance history or for whom information on past performance is not available, the respondent may not be evaluated favorably or unfavorably on past performance.

Respondents will be given an opportunity to address unfavorable past performance information if the information is the determining factor preventing them from being placed within the competitive range. The respondents' response or lack thereof will be taken into consideration.

Opelika Power Services' conclusions about the respondents' past performance will be highly influential in determining the relative merits of the respondents' proposal and in selecting the respondent whose proposal is considered most advantageous to the city. Past performance

findings will be used to validate proposals against established evaluation criteria and assign an overall risk to the city for successful performance.

Opelika Power Services will use the following adjectives to evaluate the respondent's technical approach and past performance.

ADJECTIVAL RATING	SYMBOL	DEFINITION
Outstanding	O	Proposal significantly exceeds the most important factors in a way that is beneficial to the agency. Risk is very low, and the proposal indicates a very high probability of successful performance. There are no deficiencies in major subject areas of items.
Good	G	Proposal meets or exceeds the most important factors in a way that is beneficial to the agency. Risk is low, and the proposal indicates a high probability of successful performance. There are no deficiencies in major subject areas of items.
Acceptable	A	Proposal meets all significant standards. Risk is low, and there is a good probability of success. There are no critical deficiencies; any deficiencies present can be readily corrected.
Marginal	M	Some important standards have not been met. Risk is evident, and there is a low probability of success. There are serious deficiencies in the proposal, but they are correctable (and must be corrected prior to award).
Unacceptable	U	Several important standards have not been met. Risk is high, and there is little likelihood of success. The proposal would have to be completely rewritten to make it acceptable.

**PROPOSAL NO: 16018**

I hereby state that all of the information I have provided is true, accurate, and complete. I hereby state that I have the authority to submit this proposal, which will become a binding contract and understand and agree to be bound by all terms of this proposal if accepted by the City of Opelika. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with or offered/accepted anything of value to/from an official or employee of the City of Opelika that would tend to destroy or hinder free competition.

The undersigned declares that before preparing their proposal, they read carefully the specifications and requirements for vendors, and that their proposal is made with full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said proposal is as stated on these pages. The undersigned offers and agrees, if their proposal is accepted, to furnish the items and deliver or have shipped at designated point(s) within the City of Opelika, within the time specified.

**DELIVERY INFORMATION:** Delivery shall be made within \_\_\_\_\_ calendar days after receipt of purchase order.

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 PROPOSAL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

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

\_\_\_\_\_  
PRINTED NAME AND TITLE OF SIGNER

DATE SIGNED: \_\_\_\_\_

TAXPAYER ID NUMBER: \_\_\_\_\_

CITY OF OPELIKA BUSINESS LICENSE NUMBER: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ WEB PAGE ADDRESS: \_\_\_\_\_

**ANTI-COLLUSION STATEMENT**

THE BELOW SIGNED VENDOR CERTIFIES THAT THE ACCOMPANYING PROPOSAL IS NOT A RESULT OF, OR AFFECTED BY, ANY UNLAWFUL ACT OF COLLUSION WITH ANY PERSON OR COMPANY ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE, OR ANY OTHER FRAUDULENT ACT PUNISHABLE UNDER ALABAMA OR UNITED STATE LAW. VENDOR HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS PROPOSAL WITH OTHER VENDORS, AND HAS NOT COLLUDED WITH ANY OTHER PROPOSAL OR PARTIES TO A PROPOSAL 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

**PROPOSAL NO: 16018**  
**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 would 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 bidders 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)