

**CITY OF OPELIKA  
PURCHASING DEPARTMENT**

**REQUEST FOR PROPOSAL**

**LILLIE FINLEY  
PURCHASING-REVENUE MANAGER  
OFFICE (334) 705-5120  
FAX (334) 705-5128**

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**PROPOSAL DATA**

**BID NUMBER:** 16020  
**COMMODITY TITLE:** UPS Maintenance  
**USER DEPARTMENT:** Information Technology  
**BUYER:** Lillie Finley  
**BUYER TELEPHONE:** (334) 705-5121  
**ISSUE DATE:** May 24, 2016

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**PROPOSAL OPENING**

**DAY/DATE:** July 18, 2016  
**TIME:** 2:00 PM  
**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 proposals for **UPS Maintenance** for the City of Opelika Information Technology Department as per attached specifications. Proposals must be received by **2:00 PM on July 18, 2016** at which time they will be opened and read aloud. Late proposals will not be considered 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. 7<sup>th</sup> Street  
Opelika, AL 36801-4904**

**PART ONE  
GENERAL TERMS AND INSTRUCTIONS**

**SECTION I TERMS AND CONDITIONS**

- 1.1 All proposals submitted shall be firm for a minimum of 90 days, unless otherwise specified.
- 1.2 The City reserves the right to cancel or make null and void any purchase order, if delivery cannot be made on 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.
- 1.3 All items shall be delivered F.O.B. destination. Delivery costs and charges shall be included in the proposal, unless otherwise stated in the specifications or proposal.
- 1.4 The name and manufacturer, trade name, manufacturer or vendor catalog number mentioned in specifications and proposal sheet 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 which meets or exceeds the quality of the specifications listed for any items unless, otherwise stated in the specifications or proposals.
- 1.5 Proposal tabulations will not be given over the telephone. Vendors desiring proposal tabulation shall enclose a stamped and self-addressed envelope with their submission.
- 1.6 Proposal awards are not official until a purchase order is issued or the Purchasing Department notifies the successful vendor in writing.
- 1.7 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.
- 1.8 Vendors not presently listed on the City's vendor list shall complete the attached W-9 form.

**SECTION II SUBMISSION OF PROPOSAL**

- 2.1 Proposals received after the designated date and time will not be opened nor returned.

- 2.2 All proposals shall be submitted on and in accordance with forms for this purpose, which are a part of this proposal package. Additional supplementary documentation, when requested, shall be submitted on the proposer's letterhead.
- 2.3 All proposals are to be submitted in sealed, plainly marked envelopes. Envelopes shall be marked in the bottom left corner with the Title of the Request for Proposal, the RFP Number and the Opening Date. Facsimile and telephone submissions will not be accepted.
- 2.4 All proposals shall be typewritten or completed in black ink.
- 2.5 An authorized officer or agent of the company submitting the proposal in order to be considered must sign all proposals.
- 2.6 Submit two (2) hard copies and one (1) electronic copy (CD ROM) of your response to the City of Opelika, Purchasing Department.**
- 2.7 Proposals, which show any omission, irregularity, alteration of forms, additions not called for, or conditional or unconditional unresponsive bids may be rejected.
- 2.8 Any proposal submitted with corrected errors shall have the correction initialed by the person signing the bid.
- 2.9 Please provide a minimum of three (3) references of similar scope to this project, preferably involving municipal governments.

**SECTION III BID EVALUATION**

3.1 The City reserves the right to evaluate all proposals, waive any technical or informalities, reject any and/or all bids and proposals, and further specifically reserves the right to make the award and/or awards in the best interest of the City.

3.2 The RFP evaluation will be made on the following criteria:

	Criteria	Value
3.2.1	Company History & Experience	10 pts
3.2.2	References	10 pts
3.2.3	Bid Price	30 pts
3.2.4	Compliance with Proposal Requirements	50 pts

Total Possible Points to be awarded: 100 pts

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 are 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, the minimum days allowed for payment to receive discount shall be 10 days after receipt of a correct invoice.

3.5 The City reserves the right to award all submissions in their entirety or in 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 delivery cannot be made on the specified delivery date.
- 3.7 Unless clearly shown on the RFP that it is the intent that a reduced total price is being offered 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 prices; otherwise, in the event of any discrepancy between a unit price(s), extended price(s) and/or total price(s), unit price shall govern and the RFP will be refigured accordingly.
- 3.8 The City shall be sole judge as to an item meeting or exceeding the specifications.
- 3.9 NON-COLLUSION: Vendors, by submitting a signed RFP, certify that the accompanying RFP 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.

**SECTION IV BILLING AND PAYMENT**

- 4.1 The vendor shall submit an 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, when final inspection and acceptance are at those points, or from the date the correct invoice is received, if the latter is later than the date of delivery.

**SECTION V ADDENDA AND INTERPRETATIONS**

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

**SECTION VI CONTRACT PERIOD**

- 6.1 Proposals submitted in response to this invitation shall be firm for a one-year period. Contract period shall begin immediately upon award and end August 31, 2017. Upon mutual agreements, this contract may be extended for two additional years in one-year increments.

6.2 The City may terminate this contract with a thirty (30) day written notice for unsatisfactory service, or inferior product performance.

**PART TWO  
ITB #16020  
UPS MAINTENANCE**

**UPS MAINTENANCE CONTRACT SPECIFICATIONS:**

- Bidder must have a fully functioning local office within 50 miles of the city limits of Opelika.
- Definition of a fully functioning local office:
  - Warehouse – with parts and supplies on-hand
  - Full Time Admin Staff
  - Sales & Service Manager or Managers with local decision making capabilities

• **UPS Service**

Location	Equipment	Type of Service	Fee	Visits per year
City Hall	Solid State Controls 20kva	Annual	\$	1
Police Department	Mitsubishi 75kiva	Annual	\$	1
Public Works	Solid State Controls 10kva	Annual	\$	1
Sportsplex	Liebert 10kva	Annual	\$	1
		Yearly Total	\$	

- Bidder must have a minimum of 2 certified technicians within 50 miles of the Opelika City Hall with their primary territory including Opelika.
- Bidder must provide the following work on each UPS and deliver a report after each visit:
  - Torque battery to manufacturers specification (as needed if connection resistance measures greater than 20% of average)
  - Clean and re-secure all battery terminals and jumper connections, as applicable
  - Clean and neutralize jar and rack/cabinet, as applicable
  - Load test each jar or use equivalent device
  - Perform a complete visual inspection of all internal sub-assemblies, wiring harnesses, contactors, cables, and major components
  - Check for proper clearance around the unit
  - Perform temperature checks on all breakers, connections, and associated controls. Report all high temperature areas
  - Check air filters for cleanliness; clean or replace
  - Check module(s) for the following, as applicable:
    - Rectifier and inverter snubber circuit board discoloration
    - Power capacitors for swelling or leakage
    - Capacitor vent caps extruded more than 1/8"
    - Fans for proper operation
    - Lubricate and check bearings for abnormal condition, as applicable, where possible
  - Record all meter readings and calibrate as necessary, where possible
    - Measure and record each cell terminal voltage (DC and AC)
    - Measure and record overall system DC voltage and current levels
    - Measure and record ambient room temperature
    - Measure and record temperature of all negative posts
    - Measure and record AC ripple voltage and current
    - Measure and record VDC & VAC of jar/cell (cell #1 + post to frame ground; frame ground to -post of last cell in string)

- Check jar and cover for signs of leakage
- Check for corrosion on terminal post and connector
- Check general appearance and cleanliness of battery room and batteries
- Review Customer battery maintenance logs and add maintenance entry
- Perform safety checks:
  - Confirm proper warning/hazard labels
  - Confirm proper operational information, placards, and labeling
  - Check safety equipment and supplies for proper amount and location
- Measure and record phase-to-phase input, output, bypass and battery voltages and currents, where possible
- Review alarm log/history for any irregular activity, where possible
- Verify remote status panel operation
- Measure and record harmonic trap filter currents, where possible
- Review system performance with customer to address any questions and to schedule any repairs
- Implement manufacturer field change notices, as possible
- Perform functional system test upon customer approval
- Check all contacts to ensure secure connections
- Verify all connections show no signs of discoloration
- Check fuses on the DC capacitor deck for continuity, as applicable
- Clean interior and exterior of unit
- With customer approval, perform operational test of the system including unit transfer and battery discharge
- Measure and calibrate, as necessary, where possible, all electronics to system specifications
- Measure and record all low-voltage power supply levels

**PART THREE  
BID FORM  
ITB #16020  
UPS MAINTENANCE**

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 within FORTY-FIVE (45) calendar days from date of opening, to furnish any or all of the items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified. **PLEASE SUBMIT BIDS IN DUPLICATE AS REQUESTED IN SECTION II, ITEM 2.6. IF YOU ARE NOT CURRENTLY ON OUR SYSTEM AS A VENDOR, PLEASE COMPLETE AND RETURN THE ATTACHED W-9 WITH YOUR BID.**

Item	Description	Price
1.	UPS Maintenance Per Year	\$ _____

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 BID \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
WEB SITE ADDRESS

**ITB #16020**  
**ANTI-COLLUSION STATEMENT**

The below signed proposer has not divulged to, discussed or compared his quote with other proposers and has not colluded with any other proposer 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.

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

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

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

EMAIL: \_\_\_\_\_ FEIN: \_\_\_\_\_

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

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

**ITB #16020**  
**STATEMENT OF NO BID/PROPOSAL**

**NOTE: If you DO NOT intend to respond to this bid, please complete and return this form immediately.** Your response will assist us evaluating all responses for this 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 bid opening date and time noted, we will assume that you 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 Bid.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ We are unable to meet bond 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: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FEIN: \_\_\_\_\_

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

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