

Request for Bid (RFB)
UPS Battery Replacement
November 2020



Birmingham Airport Authority
5900 Messer Airport Highway
Birmingham, AL 35212

I. Introduction

A. Opportunity

The Birmingham Airport Authority (BAA) is pursuing the repair of several uninterrupted power supply (UPS) systems at the Birmingham-Shuttleworth International Airport. The scope of services includes the following:

- Battery Replacement for UPS 1
- Battery Replacement for UPS 2
- Battery Replacement for UPS 3

B. UPS Equipment

UPS systems requiring preventative maintenance are located inside the airport's main terminal building listed below:

Location	Brand	Model
A-Concourse Room T-1410	GE	SGA-150KVA
B-Concourse Room T-1614	GE	SGA-150KVA
C-Concourse Room C-1003	GE	SGA-150KVA

II. Scope of Work

A. Contractor Requirements

- All work is to be performed by Contractor's personnel properly licensed, trained, and insured to perform the work.
- All work is to be performed in compliance with all applicable codes, standards, due care, and /OSHA/ National Electric Code safety requirements.
- Contractor personnel, after passing a required criminal background check, subject to the approval of the BAA's Facilities Manager, will be issued card keys and physical keys during initial preventative maintenance visit necessary to access buildings and UPS systems.
- During initial site visit, Contractor personnel will be accompanied to each UPS site by BAA Facilities Management staff. Thereafter, Contractor personnel are expected to access and perform on-site work mostly independently unless otherwise the Facilities Manager may occasionally have staff monitor and observe the maintenance.
- Currently hold an insurance policy meeting the requirements for BAA contractors listed in Appendix A.

B. Battery Replacement Services

- Contractor shall replace the batteries for all listed BAA UPS systems, as requested by the BAA, at the hourly rates specified in Appendix B. Contractor shall charge labor at the established rates for normal hours, after hours, weekend hours and holiday hours.
- BAA UPS systems and other locations as requested by the BAA at a cost not to exceed the markup percentage specified in Appendix B. Upon request of the BAA,

the Contractor must provide the BAA with its actual paid supplier invoices and statements for parts, supplies and equipment sold to the BAA to allow the BAA to verify the correct markup is being applied.

- iii. All parts, supplies, materials, and equipment provided to the BAA are to be new, and from acceptable manufacturers with warranty periods acceptable to the BAA. Used parts, supplies, materials, or equipment from time-to-time may be acceptable to the BAA in certain rare circumstances and it is the BAA's expectation that the contractor will notify the BAA of the availability of such used items when the BAA's equipment conditions demands such items for only critical repairs and replacements.
- iv. Contractor is required to coordinate with the BAA Facilities Manager or their designee in the performance of all work particularly for the UPS located in Room T-1410, that may temporarily or permanently affect the airport's Security Operations Center and control room which is supported by this UPS location.

III. Submittal Procedures and Requirements

Contractors interested in responding to this RFB must follow the bidding process outlined below. Birmingham Airport Authority will not reimburse responding firms for any expenses incurred in preparing and submitting bids in response to this request. Copies of this RFB in Microsoft Word format and Adobe PDF format are posted on BAA's website at: <https://www.flybirmingham.com/about-bhm/doing-business-at-bhm/>

All deadlines are Central Standard Time.

A. Proposal and Contract Examination

Before submitting a proposal, contractors should carefully examine the entire RFB packet. By the submission of a proposal, Contractor will be understood to have read and be fully informed as to the contents of this RFB packet and accepting of the terms and condition herein, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between BAA and Contractor.

B. Optional Pre-Bid Meeting – at 9 a.m. on November 6th, 2020.

Interested contractors may attend an optional pre-bid meeting to review the scope of work on-site, meeting with the following person (or alternate) at the following location:

Contact: Matthew Nelson, Manager of Facilities
E-mail: mnelson@flybirmingham.com
Address: Birmingham Airport Authority
5900 Messer Airport Highway
Birmingham, AL 35212
Meeting Room A, Lower Terminal Lobby (south end near Entry Door 4L)
Note: Single use Parking Deck validations will be provided to attendees at the meeting

Any questions asked during the Pre-Bid Meeting will be recorded and posted along with a formal answer as part of the BAA Response.

C. [Contractor Inquiries – due by 3:00 p.m. on November 9th, 2020.](#)

Should prospective contractors require further information or clarification, find any discrepancies, omissions, ambiguities, or conflicts within the RFB packet, be in doubt about their meaning, or have any questions about the RFB process, they should bring such questions in writing to the attention of:

Contact: Matthew Nelson, Manager of Facilities
E-mail: mnelson@flybirmingham.com
Address: Birmingham Airport Authority
5900 Messer Airport Highway
Birmingham, AL 35212

BAA Response – posted by 5:00 p.m. on November 11th, 2020.

The BAA will compile and review all questions received from contractors and post responses to the contractors of record via email and posted to the Birmingham Airport Authority's website as an RFB Clarification. Clarifications modifying the Agreement or Scope of Work will be incorporated into the final Agreement. BAA will not be responsible for any oral instructions.

D. [Bid Submission – due by 3:00 p.m. on November 22nd, 2020.](#)

Please submit two (2) hard copies and one (1) electronic copy of your bid submittal package to the following address:

Contact: Matthew Nelson, Manager of Facilities
E-mail: mnelson@flybirmingham.com
Address: Birmingham Airport Authority
5900 Messer Airport Highway
Birmingham, AL 35212

The outside of the envelope will show the Contractor's company name as a return address (for identification purposes during bid opening) and will be plainly marked with the words **RFB Dept. 31- UPS Maintenance Services**. Bids submitted by facsimile will not be accepted. It is the sole responsibility of Contractor to ensure that the proposal reaches BAA offices by the specified deadline.

The Authority reserves the right to extend the Bid due date and the Bid Schedule. All changes or clarifications will be distributed to all registered Proponents in the form of addenda. Bids will not be accepted after this date and time for whatever reason. Any late Bids will be returned unopened.

E. [Bid Opening – at 4:00 p.m. on November 22nd, 2020.](#)

All bids received will be publicly opened at the Birmingham Airport Authority:

Address: Birmingham Airport Authority
5900 Messer Airport Highway
Birmingham, AL 35212
Meeting Room A, Lower Terminal Lobby (south end near Entry Door 4L)

Note: Single use Parking Deck validations will be provided to attendees at the meeting

Submitters may be present, but attendance is optional. Bids shall be recorded and read aloud.

IV. Bid Evaluation and Contract Award

In evaluating and awarding contracts, the Birmingham Airport Authority follows the process outlined below.

A. Bid Evaluation

Responsive submittals to the RFB must include the following:

- i. Bid Form (included in Appendix B)
- ii. Experience Statement
 - o The Proponent must a summary (no longer than two (2) pages in length) that demonstrates they can successfully execute the work details outlined in the Scope of Work. The information submitted should include, but is not limited to:
 - Years of providing relevant services
 - Number of qualified staff providing relevant services
 - Any other experience that the Proponent considers relevant
- iii. Acknowledgement of Addendum(s) (if any)

B. Product Samples

To assist in product evaluation, samples may be requested if brand is unfamiliar to BAA or other than specified in the Scope of Work. Such samples are to be furnished after the date of bid opening only upon request of BAA unless otherwise stated in the bid requirements.

C. Supplemental Information

During the evaluation process, BAA reserves the right to request additional information or clarifications from Contractor, or to allow corrections of errors or omissions.

D. Contractor Presentations, Product Demonstrations, and Interviews

At the discretion of BAA, as part of the evaluation process, Contractor submitting proposal may be requested to make a presentation, conduct a product demonstration and/or be interviewed in person or remotely. Should this become necessary, BAA will contact Contractor and expects them to be available at a location determined by BAA within two (2) weeks of notification. Contractor shall not receive payment from BAA for costs that may be incurred through this step in the evaluation process.

E. Contract Finalization

Should any material changes to the Agreement, Scope of Work or Contractor's Proposal need to be clarified or negotiated, a revised Contract may be drafted and sent to Contractor for signature.

F. Contract Award

Once finalized, the contract will be processed for final approval and award by the BAA. Upon award, Contractor will be notified to plan and schedule work.

Notification of award will be posted to BAA's website along with a tabulation of all bids received. Notification letters will also be sent to each contractor that submitted a proposal.

G. **Rejection of Bids**

BAA reserves the right to reject any and all bids or to accept the bid or any part thereof which it determines to best serve the needs of the BAA and to waive any informalities or irregularities in the bids. While cost is a factor in any contract award, it is not the only factor and may not be the determining factor.

H. **Withdrawal of Bids**

A written request for the withdrawal of a bid or any part thereof will be granted if the request is received by Facilities staff prior to the specified time of opening. Formal bids, amendments thereto, or requests for withdrawal of bids received by the Facilities staff after time specified for bid opening will not be considered.

I. **Signatures**

Any erasures or corrections to this RFB packet must be initialed in ink by Contractor. The Agreement and Cost Proposal Form shall be signed in longhand, in ink, by the principal authorized to make contracts.

V. **General Terms and Conditions**

- i. The Authority reserves the right to:
 - a. Add, delete and/or negotiate with a Proponent, an agreement containing different and/or additional items or terms without reference to other Proponents or Bids;
 - b. Disqualify a Proponent in the event that, in the sole discretion of the Authority, its Bid does not contain sufficient information to permit a thorough analysis;
 - c. Verify the validity of the information supplied and to reject any Bid where the contents appear to be incorrect or inaccurate in the Authority's estimation;
 - d. Accept Bids in whole or in part;
 - e. In its sole discretion, to cancel this RFB without award or compensation to Proponents, their officers, directors, employees or agents;
 - f. Reject any and all Bids;
 - g. Accept the Bid(s) which, in the sole opinion of the Authority, is (are) deemed the most advantageous to the Authority; and
 - h. Request any other information it requires to evaluate the submissions. Failure to provide the information requested may result in the bid being disqualified.
- ii. All financial information must be presented in U.S. dollars;
- iii. The cost of preparing the Bid or providing additional information is the sole responsibility of the Proponents. The Authority will not pay any fees to any proponents or their agents;
- iv. Selected bidder must hold their price One Hundred Twenty (120) days after bid opening;
- v. The Proponents assume all responsibility for complying with all applicable laws and regulations. The Proponents are also responsible for obtaining all permits required by law or local authorities; and

- vi. All Bid Proposals become the property of the Authority and will not be returned to Proponents unless a written request to withdraw, signed by the authorized signatory of the Proponent, is received prior to the closing date for the receipt of Proposals.

VI. Disadvantage Business Enterprise (DBE) Assurances

A. Policy

It is the policy of the BAA that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole, in part, or without federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

B. DBE Participation

In all cases, those who wish to do business, the Owner should demonstrate sensitivity to the plight of our certified DBEs and be willing to assist the DBEs to overcome barriers to competition. The Respondent agrees to ensure that DBEs and other small businesses, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with or without federal funds. This includes the maximum opportunity to compete and perform under any contract associated with this Agreement. The Respondent shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of contracts, especially that DOT assisted. The Respondent shall carry out applicable requirements or 49 CFR Part 26 and especially 49 CFR Part 26.13 (b), which is set forth in the following: 49 CFR PART 26 – SECTION 26.13 (b). Engineer's Assurance.

The Respondent, sub recipient or sub-consultant, shall not discriminate on the basis of race, color, national origin, or sex, in the performance of 49 CFR Part 26 in the award and administration of DOT – Assisted contracts.

Failure by the Respondent to carry out these requirements is a material breach of this AGREEMENT entitling Owner to terminate this AGREEMENT or exercise any such other remedy, as the Owner deems appropriate.

VII. Civil Rights Assurances

During the performance of this Agreement, the Respondent, for itself, its assignees and successors in interest (for this section only referred to as the Engineer) agrees as follows:

A. Compliance with Regulations

The Respondent shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

B. **Nondiscrimination**

The Respondent, with regards to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color or national origin, in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Respondent shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. **Solicitations for Subcontractors**

Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Respondent for work to be performed under a subcontract, including procurement of materials or leases of equipment, either potential subcontractor or supplier shall be notified by the Respondent of the Respondent's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

D. **Information and Reports**

The Respondent shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Owner or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Respondent is in the exclusive possession of another who fails or refuses to furnish this information the Bidder shall so certify to Owner or the FAA as appropriate and shall set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance**

In the event of the Bidder's noncompliance with the nondiscrimination provisions of this Agreement, Owner shall impose such contract sanctions, as it or the FAA may determine to be appropriate, including, but not limited to:

- i. Withholding of payments to the Respondent under the Agreement until the Respondent complies, and/or
- ii. Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. **Incorporation of Provisions**

The Respondent shall include the provisions of paragraphs A through E in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Respondent shall take such action with respect to any subcontract or procurement as Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Respondent becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Respondent may request Owner to enter into such litigation to protect the interests of Owner and, in addition, the Respondent may request the United States to enter into such litigation to protect the interest of the United States.

Appendix A: BAA Insurance Requirements

Appendix B: Bid Form

I. Contract Costs for Products and Services

If the BAA enters a contract with the Contractor to secure the products and services described in this Agreement, the costs outlined in this Cost Proposal Form shall apply.

A. Signature

The Cost Proposal Form must be typed into or filled out with pen and ink and signed in longhand, in ink, by a principal authorized to make contracts.

B. Quantities

The quantities or usage requested are estimated only unless otherwise stated. No guarantee or warranty is given or implied by BAA as to the total amount that may be or may not be purchased through any resulting contracts. These quantities are for Contractor's information only and will be used for bid tabulation and cost comparison. BAA reserves the right to increase or decrease quantities until contract is finalized.

C. Variances

Where a variance exists or other discrepancies are noted between prices on this Cost Proposal Form and prices quoted elsewhere in Contractor's proposal, the prices quoted on this Cost Proposal Form shall prevail.

D. Cost Table for Repair Services Labor

The following labor rates shall apply to all on-site work requested to replace the batteries inclusive of all labor, travel, fuel, etc.

HOURLY RATE TYPE	HOURLY RATE
Weekdays Regular Hours (8 am. to 5 pm.)	\$

E. Cost Table for Parts Mark-up

ITEM	MARK-UP
Parts mark-up not to exceed	Cost + %

F. Cost Certification

Bid is firm for 120 days.

Vendor Name:	
Vendor Address:	
City, State, Zip:	
Representative Name (Print):	
Representative Signature:	
Representative Title:	