



**REQUEST FOR PROPOSAL 18-036
ELECTRICAL SUPPLIER SERVICES**

Issue RFP: June 19, 2018

Mandatory Pre-Bidder's Conference: July 12, 2018

Proposals Due: August 2, 2018
3 PM Central Time

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Troy University

Request for Proposal
Electrical Supplier Services

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Calendar of Events
Troy University
Electrical Supplier Services

Request for Proposal

June 19, 2018	Issue RFP
July 12, 2018	Mandatory Pre-bid Conference – Please RSVP to bids@troy.edu (In-Person or via Teleconference/WebEx)
July 26, 2018	Last day to ask questions or request clarifications
August 2, 2018	Proposals due by 3 PM (Central Time) Mail Proposals to: Mrs. Jessica Hasson, Purchasing and Asset Management 211 Wright Hall Troy University Troy, AL 36082 Hand deliver to on day of opening to: Mrs. Jessica Hasson, Purchasing and Asset Management Physical Plant Conference Room 1 Melton Carter Drive Troy, AL 36082
August 2, 2018	Proposal review begins
August 31, 2018	Selection of Vendor (if decision is made to award contract)
October 1, 2018	Contract commencement (all required bid documents/bond must be received prior to contract commencement)

****all dates are subject to change****

Evaluation Criteria
Troy University

Request for Proposal
Electrical Supplier Services

Proposals will be evaluated in accordance with the following criteria:

1. Points can be assigned as follows:

1. Excellent	30
2. Good	20
3. Fair	10
4. Poor	5
5. Unacceptable	0

2. Each Category weighted by importance and compared to similar size institutions where applicable:

	<u>Weight Factor</u>
1. Qualifications	20
• Experience/years in business	
• Sales staff	
• Higher education clients	
2. Proposed charge for goods/services and ordering method(s)	20
3. Reporting features and availability	15
4. Ability to provide on-site visits	15
5. References	10
6. Size/variety of stock on hand	10
7. Frequency/ease/method of delivery	5
8. Forms/methods of communication with TROY staff	5

EXAMPLE: 1. Qualifications
Good Rating 20 x 20 (weighting) = 400 points

2. References
Poor Rating 5 x 5 (weighting) = 25 points

Evaluation Criteria Worksheet

	Weighting Factor	Points Assigned	Total
1. Qualifications	20		
2. Proposed charge for the goods/services & ordering method(s)	20		
3. Reporting features and availability	15		
4. Ability to provide on-site visits	15		
5. References	10		
6. Size/variety of stock on-hand	10		
7. Frequency/ease/method of delivery	5		
9. Forms/methods of communication with Troy	5		

Request for Proposal Introduction & Bidder Instructions

Troy University
Electrical Supplier Services

1. Purpose

The purpose of this Request for Proposal (RFP) is to establish a contract for an electrical supplier to serve Troy University's needs. The electrical supplier requirements are contained within this RFP document.

Troy University (TROY) reserves the right to withdraw this RFP at any time and for any reason. Receipt of proposal materials by the University or submission of a proposal to the University confers no rights upon the proposer nor obligates the University in any manner. Any potential bidder currently involved in a contractual dispute with the University that may lead to litigation is prohibited from bidding for additional contracts with the University.

A contract, based on this RFP, may or may not be awarded. Any contract resulting in an award from the RFP is invalid until properly approved and executed by the Chancellor or approved designee, Troy University. Any agreements shall be construed and interpreted according to the laws of the State of Alabama and should be so stated in the proposal offered to the University. Troy University reserves the right to award multiple contracts, as a result of this RFP should it be deemed in the best interest of the University to do so.

2. Issuing Office

This RFP is being issued by and sealed proposals are to be submitted to the following address.

Mrs. Jessica Hasson
Purchasing and Asset Management
211 Wright Hall
Troy University
Troy, AL 36082

The pre-proposal conference and bid opening will be in the Physical Plant Conference Room (not at the address listed above).

3. Form of Contract

The successful bidder shall submit a proposed agreement, the scope and terms of the contract shall consist of the RFP, any amendments thereto, and the contractor's proposal in response to the RFP. In the event that an issue is addressed in one document that is not addressed in the other documents, no conflict in language shall be deemed to have occurred. However, the University reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict

with the applicable requirements stated in the RFP or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

No modifications or changes in any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to, in writing, by the Contractor and the University and incorporated as a written amendment to the contract. Memoranda of understanding and correspondence shall not be construed as amendments to the contract.

The contract shall be construed according to the laws of the State of Alabama. Any legal proceedings against the University regarding this RFP, or any resultant contract, shall be brought in the State of Alabama, county of Pike county, administrative or judicial.

4. Deviations from the Form of Contract

The stated requirements appearing elsewhere in the RFP shall become a part of the terms and conditions of any resulting contract. Any deviations, therefore, must be specifically defined by the Contractor in the proposal which, if successful, shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

5. Execution of Contract

The Contractor to whom the contract is awarded shall, within ten (10) days after prescribed documents are presented for signature, execute and deliver to TROY the contract in substantial form, and include those items added or deleted during negotiations. The Contractor shall also provide satisfactory evidence of all required insurance coverage, bonds, and proof satisfactory to TROY, of the authority of the person executing the contract on behalf of the Contractor.

The above documents must be furnished, executed, and delivered before the contract will be executed by TROY. The contract will not be binding upon TROY until it has been executed by TROY and a copy of such fully executed contract is deliverable to the Contractor.

The contract shall be for an initial term of one year with successive one year renewal options not to exceed a total of five (5) years from the initial date of commencement. The Contractor will note in the proposal that the University shall be allowed to terminate the contract without cause at the end of the current contract year with 90 days written notice to the contractor.

6. Contract Requirements

PERFORMANCE BONDS:

Alabama Law (Section 41-16-28, Code of Alabama 1975) provides that a bond is a responsible sum for faithful performance of the contract, with adequate surety, shall be required in an amount specified in the advertisement for bids. The performance bond shall be set at no less than 10% of the total contractual amount or at a stated amount of no less than the cost of one month's service, whichever is greater. A performance bond must be in effect prior to the first date of service. Upon award of the bid, the successful bidder will be

responsible for providing a Performance Bond, which should be valid until all work associated with this project has been completed. The performance bond shall be presented to the Troy University Purchasing Department before a purchase order is issued. No goods are to be delivered and no work is to begin without an official Troy University purchase order.

VENDOR DISCLOSURE FORMS:

State of Alabama Act 2001-955 requires that the Vendor Disclosure statement be completed and filed with all proposals, bids, contracts or grant proposals to the State of Alabama in excess of \$5,000.00. A vendor disclosure statement is not required for contracts for gas, water, and electric services, where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award. A new vendor disclosure statement is required for each purchase in excess of \$5,000.00 regardless of prior purchases. A current vendor disclosure statement must be on file before invoices can be processed for payment.

7. Examination of RFP Document

The bidder is encouraged to carefully examine all related RFP documents to become fully informed of the requirements and preferred features of the services and products to be provided. The bidder is responsible for collecting all necessary data required for developing its proposal for the described services.

Interested bidder(s) may contact Mr. Bronson Terry, Maintenance Manager at Troy University Physical Plant, between June 15, 2018 and July 26, 2018 for any required clarifications. His email is bronsonterry@troy.edu. Pursuant to item 10 below, Mrs. Jessica Hasson, Purchasing and Asset Management, must be contacted for interpretation or corrections required to the RFP. Any questions asked after this date may not be answered.

8. RFP Deadlines and Events

A mandatory pre-bidder's conference will be held on July 12, 2018 at 3:00 PM CST. Attendance at the pre-proposal conference is mandatory. The bidder may attend in person or via teleconference. Each bidder is limited to two (2) representatives per firm regardless of the method of attendance. The University must be informed by July 11, 2018 of the manner in which the bidder will attend (in person or by phone). For those attending in person, the conference will be held in the Physical Plant Conference Room at 1 Melton Carter Drive Troy, AL 36082. All attending by phone will be emailed call instructions the day of the call. Please do not call or email asking when you will receive the information.

You must email bids@troy.edu to confirm that you will be present at the mandatory pre-bid meeting and the method in which you will be attending.

Sealed proposals will be received until 3:00 PM CST on August 2, 2018 at which time bids will be publicly opened. Proposals received after the date and time specified **will not** be accepted.

Bidder must submit three hardcopy original documents. These documents will become the property of TROY.

Sealed Proposals can be either mailed or delivered to the following address prior to the opening.

Troy University
Mrs. Jessica Hasson, Purchasing and Asset Management
211 Wright Hall
Troy, AL 36082

The outside cover should be clearly marked as:

Proposal for Electrical Supplier
RFP # 18-036
Name of Company
3 PM / August 2, 2018

The bid opening will be in the Physical Plant Conference Room 1 Melton Carter Drive Troy, AL 36082 on August 2, 2018 at 3pm CST for those wishing to attend in person or deliver their proposal at time of opening.

9. Proposal Addenda and Rule for Withdrawal

Prior to the deadline date specified for receipt of proposals, a proposal may be withdrawn by submitting a written request for its withdrawal to the address listed above.

Unless requested by the University, the University will not accept any addenda, revisions, or alterations to proposals after the proposal due date.

Any submitted proposal shall remain valid for six (6) months after the proposal due date.

10. Addenda – Changes While Proposing

No interpretation of the meaning of the contract documents as defined in the scope of services, nor correction of any apparent ambiguity, inconsistency, or error therein will be made to bidders orally. Every request for such interpretation or correction shall be addressed in writing to:

Troy University
Mrs. Jessica Hasson, Purchasing and Asset Management
211 Wright Hall
Troy, AL 36082
Attention: Electrical Supplier RFP

Any such request(s) for interpretation or correction must be received July 26, 2018 in order to be given consideration. All such interpretations and supplemental instructions will be transmitted by mail or email to all bidders no later than three (3) working days prior to the due date for submitting proposals.

11. Rejection of Non-Responsive Proposals

Proposals shall be considered non-responsive if they contain omissions, alterations of unacceptable conditions or limitations, or other irregularities of any kind. TROY may reject proposals considered non-responsive.

12. Oral Commitments

Potential bidders should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential bidders and any Troy University personnel are not binding on Troy University, unless confirmed in writing by Ms. Jessica Hasson.

Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion, negotiation, and clarification of proposals. Any oral clarifications of substance shall be reduced in writing by the proposer when requested by TROY.

13. Offer of Gratuities

By submission of a proposal, the proposer certifies that no official or employee of the University has or will benefit financially or materially from this contract. The contract may be terminated by the University if it is determined that gratuities of any kind were either offered to, or received by, any official or employee of the University from the potential bidder, his agent, or employees.

14. Restrictions on Communicating with University Staff

From the issuance date of the RFP, until a Contractor is selected and selection is announced, bidders are not allowed to communicate with any University staff except:

1. Mr. Bronson Terry
2. The Purchasing and Asset Management department
3. University Representatives during oral presentations and demonstrations (if applicable)

The University shall reserve the right to reject a proposal for violation of this provision.

15. Compliance with the Law

Contractor shall comply with all applicable laws, ordinances, rules and regulations relating to the Services provided under this Agreement.

16. Insolvency

In addition to all other rights herein, either party hereto may terminate this Agreement without prior notice should the other party become insolvent, voluntarily file for bankruptcy or receivership, or make any assignment for the benefit of creditors, or should the other party have commenced against it any proceeding, suit or action in bankruptcy or receivership provided such proceeding, suit or action is not dismissed within thirty (30) days.

TROY's financial status depends directly upon appropriations from the State of Alabama. Therefore, this agreement, and its continuation, is hereby expressly made contingent upon TROY actually receiving from the State of Alabama an appropriation in sufficient amount so as to allow TROY to meet its financial obligations. Such determination shall be made solely by TROY and such determination shall be final and binding upon both parties. If at any time TROY shall determine that its appropriation is not adequate to allow it to meet its obligations, then in such event TROY shall be allowed to terminate this Agreement, upon 90 days written notice to Contractor, with all other termination and final settlement provisions remaining applicable hereto.

17. Trade Secrets and Proprietary Information

During the term of this Agreement, Contractor and University may have access to certain proprietary materials of each other. In the case of Contractor, proprietary information shall include management guidelines and procedures, faculty data, student data, staff data, operating manuals, and similar compilations regularly used in Contractor's business operations ("Trade Secrets"). Neither University nor Contractor shall disclose any of the other party's Trade Secrets or other proprietary information, directly or indirectly, during or after the term of this Agreement. The parties shall not photocopy or otherwise duplicate any such material without the prior written consent of the originator. All Trade Secrets and other proprietary information shall remain the exclusive property of its originator and shall be returned thereto immediately upon termination of this Agreement. In the event of any breach of this provision, the offended party shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive termination of this Agreement.

18. Assignment

This Agreement, or any portion thereof, may not be assigned by either party without the written consent of the other.

19. Catastrophe

Neither Contractor nor TROY shall be liable for failure to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, failure of third parties to perform their obligations with

respect to the Services, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

It is required by the University that the successful bidder speak to their disaster recovery/backup methodology in order for the Electrical Supplier to remain operational in a disaster situation. The University requires that the vendor demonstrate routine exercise of their disaster recovery plan and provide reports to the University of those exercises on an annual basis. Failure to provide adequate disaster recovery/backup mechanisms in order to mitigate vendor downtime could result in the termination of the contract by TROY should the deficiency not be corrected. Remediation of the disaster recovery/backup facilities would be required in a mutually agreed to time frame by the bidder and University.

20. Severability

If any term or provision of this Agreement or the application hereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21. Amendments to Agreement

All provisions of this Agreement shall remain in effect throughout the term hereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. This Agreement contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto.

22. Entire Agreement

This Agreement and its attachments and other documents specifically incorporated by reference herein contains the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.

23. Litigation

The contract shall be governed by the laws of the State of Alabama both as to its interpretation and performance without regard to its choice of law requirements. Should either party be required to legally enforce the contract then suit shall be filed in the Circuit Court of Pike County, Alabama as the exclusive venue to adjudicate the same and the non-prevailing party shall be responsible for the expenses of the prevailing party, including reasonable attorney's fees as a result of such litigation.

Scope of Services

Objective

Troy University (TROY) is soliciting proposals for electrical supplier goods and services.

TROY ELECTRICAL SUPPLIER REQUIREMENTS

Electrical Supplier Expectations

1. Knowledgeable of the goods and services required at TROY or ability to learn them.
2. Experience with large scale operations.
3. Competitive prices for goods (as given in price table above).
4. Sales representative who is a direct contact for Troy. This sales representative should be knowledgeable of the goods and willing to look at specific issues with a technician if needed. Also, this representative should visit TROY's Physical Plant at least once a week.
5. Supplier should have a large amount of goods in the storehouse to limit necessity to order goods from somewhere else.
6. Supplier should deliver orders at least twice a week.
7. Supplier has a direct phone number for TROY to contact, an office, and an email for communication purposes.

Proposal Format

Troy University
Electrical Supplier

Proposals shall be submitted in the format contained in the Request for Proposal. This material must be in sequence and related to the Request for Proposal. The University will make no reimbursement for the cost of developing or presenting proposals in response to this Request. Only information specifically related to this scope of services will be evaluated. Proposals must present the following information.

Section A: Company Profile: A brief narrative describing the company's history, corporate resources, management team, company philosophy, approach to providing services, qualifications, higher education experience, total number of years in business, relevant experience and benefit TROY will receive through contracting with the firm.

The University desires a listing of **all** higher education institutions served that are similar in demographics and multi-campus education delivery. In addition, at least three account references from this list should be included that contains liaison names, telephone numbers, physical addresses, email addresses, and a description of services provided, and dates of the services.

Section B: Location Profile: Physical location of nearest site/branch, number of years in business (if different from above). Sales Representative's information should also be provided in this section. How long have they been with the company? Experience? How often will they visit TROY's site? What methods of communication will be extended? Etc.

Section C: Supplier Features/Products: A complete description of the electrical supplier's services. The services available and described can extend beyond the requested services requested by TROY. Provide details general details of product offerings, warranties, standard shipping method(s), standard shipping times, and availability of rush shipments/deliveries. What sets you apart from the rest of the industry?

Section D: Placing Orders: Provide details of how orders will be placed. What software/website/etc will be used. Will telephone/email orders be accepted? How will rush orders be handled? Any other information about your ordering process that you feel is important or special please provide in this section.

Section E: Pricing: Estimated pricing of the following commonly purchased goods (equivalent products can be listed/given). This table of items represents a variety of goods that TROY has purchased recently. A price for each item below should be given. Please provide a pricing structure that will be extended to Troy University i.e. % off catalog prices, volume discounts, etc. Shipping costs should

be disclosed here or included in pricing. Provide a list of any other contractual costs that Troy will be responsible for.

Manufacturer	2nd Item Number	Description	Estimate
GE Lighting	GELF32T8SPP41ECO	66349-32W 4FT T8 41K	
GE Lighting	GELFLE13HT22827	86256-13W 27K CFL CURLY NONDIM	
GE Lighting	GELF42TBX835AECO	97635 42W 4PIN LAMP CFL 10/CS	
GE Lighting	GELF28WT5841ECO	46706 F28W/T5/841/ECO FLUORESC	
GE Lighting	GELF34CWCWMECO	66649 LAMP-4FT T12 34W 30/CS	
GE Lighting	GELMVR175UMED	18902 LAMP-175W MED BASE	
GE Lighting	GELF32TBX835AECO	97631 F32TBX/835/A/ECO 10/CS	
Advanced	ADVICN4P32N35I	4L F32T8 120/277	
GE Lighting	GELMVR400UED28	18904 400W MH MOG 12/CS	
Satco Lights	SATS7217	13T2/E26/2700K/120V/1PK	
GE Lighting	GELF35CX41U3WM	66854 F35CX41U3WM	
Rab Lighting	RABEZPAN2X240ND10	RAB EZPAN2X240ND10	
GE Lighting	GELMVR100UMEDO	12381 LAMP-100W MH (OPEN)	
GE Lighting	GELF31T8SPX35UECO	72118 F31T8SPX35/U/ECO 15/CS	
GE Lighting	GELF35CX41U6WM	66855 LAMP-T12 41K UBEND	
Advanced	ADVICN2P32N35I	2L 4FT T8 120/277	
Advanced	ADVIZT2S26M5LD35M	ELE DIM BAL	
Lithonia	LITWHLED30C50K	LED WALL PACK 104W 6700 LUM 5K	
Ideal	IDL30072	WIRENUT 72B BLUE 100/BOX	
Advanced	ADV71A5570001D	MH 175W OR 150W QUAD	
Advanced	ADV71A6742001	MH 1500W 480 VOLT	
Rab Lighting	RABFXLED300SF	LED FLOOD LIGHT (SF)	
Hubbell	HUBHBL5266C	PLUG - GRD NEMA5 15P	
TCP Lighting	TCP33113SP41K	13W SPRING LAMP 41K	
Tork	TRK2101	P-CELL HDUTY ADJ1/2 SPST 120V	

Section G: Reporting Features: Describe how purchases will be reported and accessible to TROY. Are there self-reporting features available? How involved will the sales rep be in the reporting process?

Section I: Exceptions to RFP: The vendor must address any and all exceptions to this RFP. There are certain exceptions that will not be accepted due to legal requirements by the State of Alabama or University Policy.

Section K: Acknowledgement of Amendment or Addendum to RFP: Receipt by a bidder of an amendment or addendum to the RFP must be acknowledged by inserting a copy in the bidders' proposal.

Section M: Proprietary Information: After the award of the contract, all proposals will be opened for public inspection (State of Alabama law). Trade secrets, test data and similar proprietary information will remain confidential, provided such material is clearly marked. However, net cost information will not be considered confidential. Please complete a summarized listing of all confidential data by referencing its page number/section.