

NOTICE TO CONTRACTORS

Sealed bids will be received by the City of Auburn, Alabama ("City"), until 10:00 a.m., local time, on Thursday, September 24, 2026, in the Office of the City Manager, 144 Tichenor Avenue, Auburn, Alabama, and then publicly opened and read at the City Meeting Room, 122-B Tichenor Avenue, for furnishing all labor, materials and equipment necessary for the completion of the following project:

2026 UPS PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

The City is requesting bid prices provide all labor, materials, and equipment necessary to ensure that preventative maintenance services are performed in a manner that will maintain the performance and function of the City's critical Uninterruptible Power Supply (UPS) systems. The City of Auburn currently has a total of eight (8) UPS systems that require routine servicing in the form of the preventative maintenance described in the Description of Services (Paragraph 5, Special Conditions). Routine repairs and other non-preventative maintenance work may be authorized by the City on an as-needed basis, and the contractor shall submit separate quotes for consideration of these services. Emergency preauthorized repairs shall not exceed \$1,000. Regardless of repair costs, the contractor shall immediately notify the City of any necessary repairs. The selected contractor will be awarded a 1-year contract with the option to renew for two additional 1-year terms. The work shall be done in accordance with the Description of Services (Paragraph 5, Special Conditions) and shall be performed according to applicable industry standards. The work will consist principally of the following items:

ITEM	DESCRIPTION	FACILITY	LOCATION	UPS MAKE, MODEL, AND RATING
01	UPS PREVENTATIVE MAINTENANCE	CITY HALL	144 Tichenor Ave.	Eaton, BP111, 65kVA
02	UPS PREVENTATIVE MAINTENANCE	ENGINEERING BUILDING	161 N. Ross St.	Eaton, Powerware ET331ZBA03 50 kVA
03	UPS PREVENTATIVE MAINTENANCE	RADIO TOWER	161 N. Ross St.	Eaton, 9PXM12SU 120v / 175A
04	UPS PREVENTATIVE MAINTENANCE	PUBLIC SAFETY Room 114	141 N. Ross St.	Eaton, 93PM-200-4

05	UPS PREVENTATIVE MAINTENANCE	PUBLIC SAFETY Room 164	141 N. Ross St.	Eaton, 93PM-100 IAC-D
06	UPS PREVENTATIVE MAINTENANCE	PUBLIC SAFETY SOUTH TOWER	2701 Corporate Pkwy	Eaton, Powerware 9155, 10kVA
07	UPS PREVENTATIVE MAINTENANCE	WATER RESOURCE MANAGEMENT	1501 W Samford Ave	Eaton, Powerware 9315, 50kVA
08	UPS PREVENTATIVE MAINTENANCE	GAY STREE PARKING DECK	151 N Gay Street	APC, Smart UPS, 3kVA

Plans, specifications, and contract documents are available for viewing, free of charge, at www.auburnalabama.org/bids. Plans and specifications may be obtained by prime contractor bidders electronically at no charge via email by request. Please contact **Patrick Slaughter**, Project Manager, at 334-501-3008 or pslaughter@auburnal.gov for additional project information.

Guarantee will be required with each bid to submit the following: At least five percent (not to exceed \$10,000) of the amount bid in the form of a certified or cashier's check or bid bond payable to the City of Auburn, Alabama.

All bidders are required to be compliant with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (Code of Alabama (1975) § 31-13-9) as amended May 16, 2012 regarding employment practices.

The successful bidder is responsible for acquiring the appropriate business licenses and permits to conduct work within the City of Auburn.

Your attention in particular is invited to the section entitled "Instructions to Bidders", which is to be followed in all respects. The City reserves the right to select the lowest responsible bidder as the best interest of the City may require, to award the purchase contract from any of the bids, to reject any and all bids, and to waive any informalities in bids received. Bids will be good for thirty (30) days after being opened by the City.



PROJECT MANUAL

**2026 UPS
PREVENTATIVE
MAINTENANCE
SERVICE
AGREEMENT**

Project Manager: Patrick Slaughter • 334-501-3008

City of Auburn
Public Works Department
4277 Wire Road, Suite 300
Auburn, Alabama 36832

2026 UPS PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

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August 20, 2026

INVITATION TO BID

1. GENERAL INFORMATION AND SUBMISSION REQUIREMENTS

Please note, the City of Auburn is updating its online bid notification system to better communicate with those interested in bidding on City Projects. To receive notifications, bidders need to register in the City's [Vendor Self Service \(VSS\) System](#).

Those already registered in VSS will need to add their NIGP commodity codes. Previously entered codes were removed from all vendor records in VSS during the system update. Please note, NIGP commodity codes are required for vendors to receive bid notifications.

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2026 UPS PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

The City is requesting bid prices provide all labor, materials, and equipment necessary to ensure that preventative maintenance services are performed in a manner that will maintain the performance and function of the City's critical Uninterruptible Power Supply (UPS) systems. The City of Auburn currently has a total of eight (8) UPS systems that require routine servicing in the form of the preventative maintenance described in the Special Conditions under "Description of Services". Routine repairs and other non-preventative maintenance work may be authorized by the City on an as-needed basis, and the contractor shall submit separate quotes for consideration of these services. Emergency preauthorized repairs shall not exceed \$1,000. Regardless of repair costs, the contractor shall immediately notify the City of any necessary repairs. The selected contractor will be awarded a 1-year contract with the option to renew for two additional 1-year terms. The work shall be done in accordance with the "Description of Services" and the contractor shall follow all applicable industry standards in the performance of these services. The work will consist principally of the following items:

ITEM	DESCRIPTION	FACILITY	LOCATION	UPS MAKE, MODEL, AND RATING
01	UPS PREVENTATIVE MAINTENANCE	CITY HALL	144 Tichenor Ave.	Eaton, BP111, 65kVA
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Specifications and contract documents are available for viewing, free of charge, at www.auburnalabama.org/bids. Specifications may be obtained by prime contractor bidders electronically at no charge via email by request. Please email pslaughter@auburnal.gov for information on obtaining these specifications. Please contact Patrick Slaughter, Project Manager, 334-501-3008 for additional project information. **The deadline for questions related to this invitation to bid is Wednesday, September 16 at 5:00 PM.**

Bids must be submitted upon the attached forms furnished by the City of Auburn, Alabama. No bids may be withdrawn for a period of thirty (30) days after the scheduled closing time for the receipt of bids. A sealed envelope containing the original proposal and one (1) copy must be delivered or mailed to:

Purchasing Officer, City of Auburn
144 Tichenor Avenue, Suite 5
Auburn, AL 36830

The envelope must be plainly marked on the outside as follows:

BID: 2026 UPS PREVENTATIVE MAINTENANCE SERVICE AGREEMENT
OPENING: 10:00 a.m. local time
DATE: Thursday, September 24, 2026

Bids must be submitted on the forms provided and must include the References and Experiences Form as provided in Appendix A..

2. CONTRACT AWARD

The City reserves the right to select the lowest responsible bidder as the best interest of the City may require, to award the purchase contract from any of the bids, to reject any or all bids, and to waive any informalities in bids received. Bid will be good for thirty (30) days after being opened by the City of Auburn, Alabama.

Award of the contract, if to be awarded, will be made within thirty (30) calendar days after opening of bids to the lowest responsible bidder whose proposal complies with the requirements of the invitation to bid. Should no award be made within the thirty (30) days, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by letter, mailed to the address shown on his proposal, that his bid has been accepted and that he has been awarded the contract.

3. E-VERIFY AND NO-BOYCOTT CLAUSE

All bidders are required to be compliant with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, No. 2011-535 Code of Alabama (1975) § 31-13-9 as amended May 16, 2012, regarding employment practices. For all bidders that employ persons in the State of Alabama, documentation of enrollment in E-Verify should be included with the bid and will be required as a condition for the award of any contract. All bidders are advised that the award of the contract is conditioned on the bidder not knowingly employing, hiring for employment or continuing to employ an unauthorized alien within the State of Alabama. The awarded contract will contain a provision whereby the bidder pledges not to violate federal immigration law.

Legislative Act 2016-312 (the “Act”) prohibits the City from entering into contracts with any business entity that is actively engaged in or plans to engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade; unless such business entity provides the goods or services for at least 20 percent (20%) less than the lowest business entity in compliance with the Act. All bidders understand and agree that in the awarded contract, the lowest responsive bidder must either certify that it is in compliance with the Act and agree that it will not violate the act during the term of the contract; or agree to offer the goods or services for at least 20 percent (20%) less than the lowest business entity certifying compliance with the Act.

4. LICENSING REQUIREMENTS

The successful bidder is responsible for acquiring the appropriate business licenses and permits to conduct work with the City of Auburn. In addition to the business license and permit requirements, the bidder is required to remit all applicable sales and use tax, occupational license fees, and contractors/subcontractors license fee in accordance with City ordinances and codes. In accordance with Section 39-3-5 of State Code, any non-Alabama bidders must submit a written opinion from an attorney stating the amount and criteria, if any, of local preference granted by law to non-resident businesses in his state of residence. Questions regarding business license and applicable taxes may be directed to the Revenue Office at 334.501.7239.

5. EQUAL OPPORTUNITY

The City of Auburn believes fully in equal opportunity in the provision of supplies, equipment, construction and services. Positive steps should be taken to assure that small business, minority businesses and women-owned businesses are given many opportunities to provide the above-mentioned services when economically feasible. In the case of construction projects, the City of Auburn shall rely on individuals or firms seeking to do business with the City of Auburn to ensure that such above-mentioned businesses are given ample opportunity to participate on a sub-contractual basis.

6. US SOURCING

The Contractor agrees in all events to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories if the same are available at reasonable prices. If the Contractor determines that said items are not available at a reasonable price, the Contractor must first contact the City of Auburn and obtain approval for the use of other materials, supplies and products. In the event the Contractor breaches the agreement to use domestic products, and domestic products are not used, there shall be a downward

adjustment in the contract price equal to any realized savings or benefits to the Contractor.

7. PAYMENT AND INVOICING

The City of Auburn will process only one invoice per month for partial payment to the Contractor. If you have any questions concerning billing, contact our accounts payable office at 334.501.7237 or 334.501.7238.

8. INSURANCE REQUIREMENTS

The successful bidder will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, and workers' compensation insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability and explosion, collapse and underground hazards (X,C & U). If the general liability insurance coverage is on a claims-made basis, the successful bidder will maintain coverage in force for a period of two (2) years following completion of the work specified in the agreement at the limits specified in this paragraph. Workers' compensation insurance shall provide statutory workers' compensation coverage and employers' liability coverage with limits of, at a minimum, \$500,000.00 each accident, \$500,000.00 disease- each employee and 500,000.00 disease - policy limit. The successful bidder will be responsible for the payment of any deductibles or self-insured retentions. The successful bidder's insurance will be primary. If the successful bidder carries higher insurance limits than those specified, the higher insurance limits will apply.

The certificate of insurance shall provide the City of Auburn, Alabama (City) with thirty (30) days written notice of cancellation of any of the coverages named in said certificate and provide the City with waivers of subrogation for the coverages listed on the certificate.

The City will be named as additional insured under the Contractor's general liability insurance and automobile liability insurance policies. The Contractor shall require certificates of insurance from subcontractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the Contractor. These certificates shall evidence waivers of subrogation in favor of the Contractor and the City, and shall be made available to the City upon request.

At the City's discretion, the Contractor may be required to have in force builder's risk coverage and/or higher liability limits than that mentioned above and/or broader coverage than normally carried by the Contractor.

Questions concerning insurance coverage may be directed to the Risk Manager, McCarthy Autry, at 334.501.7247.

9. INDEMNIFICATION

The Contractor agrees to indemnify, hold harmless, and defend the City, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorney's fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the Contractor, its employees, or its sub-contractors in connection with the work to be performed under this contract. This obligation survives the payment of any losses by the Contractor's insurance carrier.

10. LEGAL ACTION

Legal action arising from the performance of this contract will be filed in the Circuit Court of Lee County, Alabama located in Opelika, Alabama or the Federal District Court for the Middle District of Alabama - Eastern Division located in Opelika, Alabama. The contract will be interpreted according to the laws of the State of Alabama.

11. ASSIGNMENT OF CONTRACT

The contract may not be assigned by the Contractor without written permission of the City of Auburn.

CITY OF AUBURN, ALABAMA

Skylar Burgin

Purchasing Officer

**FOR SPECIFIC INFORMATION CONCERNING THIS BID, PLEASE CONTACT
PATRICK SLAUGHTER AT 334.501.3008.**



INSTRUCTIONS TO BIDDERS

1. Contract Documents. The "Advertisement for Bids", the "Instruction to Bidders", the "Bid", the "Agreement", the "General Conditions", the "Description of Services to be Performed", the "References and Experience", the "Service Agreement", the "Performance Bond", the "Labor and Materials Payment Bond", the "Bid Bond", "General Conditions" and the "Special Conditions", make up the "Contract Documents". The Contractor must visit the location of the work and inform itself of all site conditions and make its own estimates of the facilities and difficulties attending the execution of the work.

2. Delivery of Bids. Envelopes containing bids must be sealed, addressed as follows, and sent First Class Mail or delivered to the Office of the City Manager, Auburn City Hall, 144 Tichenor Avenue, Suite 5, Auburn, Alabama 36830. The City assumes no responsibility for the delivery of a bid by mail or otherwise.

The following note must be clearly shown on the face of the envelope:

2026 UPS Preventative Maintenance Service Agreement

Bids must be submitted on the forms provided and must include the Experience and References Form as provided in Appendix A.

Bids opened on **Thursday, September 24, 2026, 10:00 a.m., local time.**

The deadline for questions related to this invitation to bid is Wednesday, September 16 at 5:00 PM.

3. Omissions and Discrepancies. Should a bidder find ambiguities or discrepancies in, or omissions from, the Drawings or Contract Documents, or should he be in doubt as to their meaning, he must at once notify the Engineer, who may send a written instruction to all bidders.

4. Acceptance or Rejection of Bids. The City reserves the right to reject any or all Bids. Without limiting the generality of the foregoing, any Bid which contains incomplete, obscure or irregular material or information may be rejected; any Bid which omits a bid on any one or more items in the price sheet may be rejected; any Bid in which unit prices are omitted, or in which unit prices are obviously unbalanced, may be rejected; any Bid accompanied by an insufficient or irregular Bid Bond, certified or cashier's check may be rejected.

5. Bid Bond. All Bids shall be accompanied by a Bid Bond or a certified or cashier's check upon a national or state bank, drawn and made payable to the order of the City of Auburn, Alabama. The Bid Bond or check must be enclosed in the same envelope with the Bid. The amount of the Bid Bond or check will be at least five percent (5%) of the amount of Bid **(not to exceed \$10,000.00)**. All such Bid Bonds or checks will be returned to the respective bidders within ten **(10)** days after Bids are opened, except those which the City elects to hold until the

successful bidder has executed the Contract. Thereafter all remaining Bid Bonds and checks, including the Bid Bond or check of the successful bidder, will be returned within ten **(10)** days.

6. Acceptance of Bids and Its Effect. All Bids shall be Irrevocable for a period of thirty **(30)** days after bid opening. Within thirty **(30)** days after the opening of the Bids, the City of Auburn will act upon them. The acceptance of a bid will be a notice in writing signed by a duly authorized representative of the City of Auburn, and no other act of the City of Auburn shall constitute the acceptance of a Bid. The acceptance of a Bid shall bind the successful bidder to execute and perform the Contract. The rights and obligations provided for in the Contract shall become effective and binding upon the City of Auburn only upon its formal execution by the City of Auburn.

7. Time for Executing Contract and Damages for Failure to Execute. The bidder to whom the award is made shall enter into a written contract on the form included in the bid, plans, and specifications, furnish a performance bond and payment bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama in the amount required in Item 13 and provide evidence of insurance as required by the bid documents within the period specified or, if no period is specified, within 15 days after the prescribed forms have been presented to him or her for signature. If extenuating circumstances prevail, the awarding authority may grant an extension in time not exceeding five days for the return of the contract, required bonds and required evidence of insurance. Failure or neglect to do so shall constitute a breach of the agreement effected by the acceptance of the Bid. The damages to the City for such breach shall include loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Bid Bond or certified or cashier's check accompanying the Bid of such bidder shall be retained by the City of Auburn, Alabama as liquidated damages for such breach. In the event any bidder whose Bid shall be accepted shall fail or refuse to execute the Contracts hereinbefore provided, the City Manager of the City of Auburn may, at his option, determine that such bidder has abandoned the Contract and thereupon the City shall be entitled to liquidated damages as above provided.

8. Determination of Low Bidder. Except where the City exercises the right reserved herein to reject any or all bids, the Contract will be awarded by the City to the bidder who has submitted the lowest Bid determined by the sum of the following.

For a Lump Sum Bid:

- Base Bid;
- Algebraic sum of alternatives elected by City after opening of Bids;
- Amount of unit price work based on quantities given in bid form or estimated by City or Engineer;
- Amount of management fees called for in Bid.

For a Unit Price Bid:

Sums of unit price work based on quantities given in schedule;
Algebraic sum of alternatives elected by City after opening of Bids;
Amount of management fees called for in Bid.

9. Time for Beginning and Completing the Work. The Contractor shall commence the work within ten (10) consecutive calendar days after the date specified in the Notice to Proceed given to him by the Project Manager to commence work, and he shall complete the work by September 30, 2027. Time charges begin on day 11. For each renewal year, the term shall be for a twelve-month period commencing on October 1 and expiring on September 30 of the succeeding year. Performance rates and scope of services may be adjusted at the beginning of each renewal period, upon mutual agreement of the City and contractor, to reflect the change in the Consumer Price Index (Southeast Region) published by the US Department of Labor, Bureau of Labor Statistics.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified or as extended, he may at any time prior to the expiration of the contract time as extended, make a written request to the Project Manager for an extension of time setting forth therein the reasons which he believes will justify the granting of his request.

10. Prices. In case of discrepancy between the prices quoted in the Bid in words and those quoted in figures, the words shall control. The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities, and the performance of all labor and services necessary or proper for the completion of the work, except such as may be otherwise expressly provided in the Contract Documents.

11. Interpretations and Addenda. No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents, or be effective to modify any of the provisions of the Contract Documents. Every request for an interpretation shall be made in writing, addressed, and forwarded to the City Manager of the City of Auburn, Alabama. All requests must be submitted at least 48 hours before the date and time of the bid opening. Requests for interpretations will not be accepted after that time.

12. Postponement of Date for Presenting and Opening Bid. The City reserves the right to postpone the date for presentation and openings of Bids and will give notice by registered mail of any such postponement to each prospective bidder. Bids shall be irrevocable for the period of any postponement of openings not to exceed thirty **(30)** days.

13. Bonds. Performance Bond will be required as follows: One hundred percent (100%) of the contract price. Labor and Material Bond will be required as follows: One hundred percent (100%) of the contract price.

14. Informalities. The City reserves the right to reject any and all Bids and to waive any informality in the Bids received.

15. Business Licenses. Successful bidder must have or must purchase all appropriate Auburn City Business Licenses and Permits before beginning work.

16. Fair Labor Standards Act (FLSA). The Contractor must abide by the requirements of the Federal Labor Standards Provisions Act.

17. Suppliers and Subcontractors. The low bidder must supply the names and addresses of major material suppliers and subcontractors before the Notice Award.

18. Progress Schedule. Within ten **(10)** days of delivery of the executed agreement by the City to the Contractor, the Contractor shall submit to the Project Manager for approval a progress schedule indicating the starting and completion date of the annual (once per contract period) and biannual (twice per contract period) testing and servicing of each UPS system. In addition, Contractor will indicate in his/her progress schedule plans for notifying the City of any anticipated power outages during testing and/or servicing of each UPS system.

BID

TO: CITY OF AUBURN, ALABAMA

Submitted: _____, 2026.

The undersigned, as Bidder, hereby declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and contractual documents relative thereto; and has read all Special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this bid is accepted, to contract with the City of Auburn, Alabama, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to and to complete

2026 UPS Preventative Maintenance Service Agreement

in full and complete accordance with the shown, noted, described and reasonably intended requirements of the plans, specifications and contract documents, to the full and entire satisfaction of the City of Auburn, Alabama, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents, for the unit prices listed opposite each item in the attached schedule of estimated quantities and bid prices.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the specifications and any details not specifically mentioned, but evidently included in the contract shall be compensated for in the item which most logically includes it.

The quantities for bid items listed on the bid sheets are estimated quantities only for the purpose of comparing bids. Any difference between these estimated quantities and actual quantities required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. Compensation will be based on the unit prices and actual construction quantities.

The Bidder further proposes and agrees hereby to commence the work with an adequate force, labor, materials, and equipment at the time stated in the notice to the Contractor from the Project Manager to proceed and fully complete performance of the description of services by September 30, 2027. Time charges begin on day 11. For each renewal year, the term shall be for a twelve-month period commencing on October 1 and expiring on September 30 of the succeeding year. Performance rates and scope of services may be adjusted at the beginning of each renewal period, upon mutual agreement of the City and contractor, to reflect the change in

the Consumer Price Index (Southeast Region) published by the US Department of Labor, Bureau of Labor Statistics..

The undersigned further agrees that, in case of failure on his part to execute the said contract and the bonds within ten **(10)** consecutive calendar days after written notice being given of the award of the contract, the check or bid bond in the amount of 5%, (not to exceed \$10,000.00) and the monies payable thereon, shall be paid into the funds of the City of Auburn, Alabama as liquidated damages for such failure; otherwise, the check or bid bond accompanying this bid shall be returned to the undersigned.

Attached hereto is a certified or cashier's check on the _____

or bid bond for the sum of _____ dollars (\$_____) (5% of AMOUNT BID (not to exceed \$10,000.00)) made payable to the City of Auburn, Alabama.

Base Bid: _____
(in words)

TOTAL LUMP SUM BID PRICE: \$_____

EXCEPTIONS: If "none", so state here: _____

If any exceptions of Owner's specifications are offered, attach full explanations to this bid.

BY: _____

PRINTED NAME _____

TITLE _____

CONTRACTOR _____

ADDRESS: _____

CITY _____

STATE _____

CONTRACTOR'S LICENSE NUMBER

TELEPHONE NUMBER

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____
as Principal, and _____
as Surety, are held and firmly bound to the City of Auburn, Alabama hereinafter called "Obligee"
or "City" in the penal sum of _____
_____ Dollars (\$_____) for
the payment of which we hereby jointly and severally bind ourselves, successors and assigns.
Signed this the _____ day of _____, 2026.

The Condition of the above obligation is such that whereas the Principal has submitted to the
City a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in
writing, for the:

2026 UPS Preventative Maintenance Service Agreement

THEREFORE,

- (a) If said Bid shall be rejected, or in the alternative,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall appear in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way impaired or affected by an extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINTED NAME OF CONTRACTOR

PRINTED NAME OF PRINCIPAL

SEAL

BY: _____

ITS: _____

SURETY

SEAL

BY: _____

ITS: _____

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

2026 UPS SYSTEMS PREVENTATIVE MAINTENANCE PROJECT

BASE BID PROPOSAL

SCHEDULE OF FACILITIES AND LOCATIONS TO BE SERVICED

ITEM	DESCRIPTION	FACILITY	LOCATION	UPS MAKE, MODEL, AND RATING	ANNUAL COST
01	UPS PREVENTATIVE MAINTENANCE	CITY HALL	144 Tichenor Ave.	Eaton, BP111, 65kVA	
02	UPS PREVENTATIVE MAINTENANCE	ENGINEERING BUILDING	161 N. Ross St.	Eaton, Powerware ET331ZBA03 50 kVA	
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04	UPS PREVENTATIVE MAINTENANCE	PUBLIC SAFETY Room 114	141 N. Ross St.	Eaton, 93PM- 200-4	
05	UPS PREVENTATIVE MAINTENANCE	PUBLIC SAFETY Room 164	141 N. Ross St.	Eaton, 93PM-100 IAC-D	
06	UPS PREVENTATIVE MAINTENANCE	PUBLIC SAFETY SOUTH TOWER	2701 Corporate Pkwy	Eaton, Powerware 9155, 10kVA	
07	UPS PREVENTATIVE MAINTENANCE	WATER RESOURCE MANAGEMENT	1501 W Samford Ave	Eaton, Powerware 9315, 50kVA	
08	UPS PREVENTATIVE MAINTENANCE	GAY STREE PARKING DECK	151 N Gay Street	APC, Smart UPS, 3kVA	

TOTAL BASE BID (SUM OF ANNUAL COST) _____

(IN WORDS)

CONTRACTOR'S NAME: _____

COMPANY'S NAME: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS (OPTIONAL): _____

2026 UPS PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

City of Auburn

THIS AGREEMENT made and entered into on this day of _____, 2026, by and between (Contractor name) hereinafter called the Contractor, the City of Auburn, Alabama, hereinafter called the City and the Water Works Board of the City of Auburn;

WHEREAS, the City desires to engage the Contractor to provide:

2026 UPS PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

WHEREAS, the Contractor desires to accept such engagement, upon and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and the Contractor hereby agree as follows:

1. ARTICLE 1 - TERM, ENGAGEMENT AND, SCOPE

1.1. The initial term of this Agreement shall be for a period of twelve months with services commencing on _____, 2026 and expiring on September 30, 2027. The City reserves the right, at its sole discretion, to extend the Agreement for two (2) additional one (1) year terms by providing the Contractor with written notice of its intention to renew or terminate the agreement at least thirty (30) days prior to the expiration date of the initial term. For each renewal year, the term shall be for a twelve-month period commencing on October 1 and expiring on September 30 of the succeeding year. Performance rates and scope of services may be adjusted at the beginning of each renewal period, upon mutual agreement of the City and contractor, to reflect the change in the Consumer Price Index (Southeast Region) published by the US Department of Labor, Bureau of Labor Statistics.

1.2. The City hereby engages the Contractor to provide UPS preventative maintenance services in accordance with the Invitation to Bid (defined in Section 2 and made part of hereof), including the Contractor's "Proposal", which is attached hereto and made a part hereof, with respect to UPS preventative maintenance services for the project named above, and the tasks described in Section 1.2 hereof (the "Work"), and the Contractor hereby accepts such engagement, upon the terms and conditions hereinafter set forth.

1.3. The Contractor shall provide, furnish and perform all and services and provide and furnish all necessary supplies, materials and equipment required to complete the Work in accordance with the Section 2 of the Scope of Services in the Invitation to Bid. The Work to be done shall include all services as defined in the Invitation to Bid Section 2 Scope of Services, which is attached hereto and made part of this agreement.

1.4. If the Contractor is of the opinion that any services requested hereunder are beyond the

scope of the Work as provided in the Contract Documents, the Contractor shall promptly notify the City in writing of such opinion and the reasons for the same, with specific references to the Contract Documents.

1.5. No additional services beyond the scope of the Work as provided in the Contract Documents shall be performed by the Contractor unless the City shall, in writing, have specifically directed such services to be performed, and a Change Order (hereafter defined) shall have been signed by the City and the Contractor. In the event of noncompliance with the foregoing, the Contractor shall neither have nor make any claim for additional compensation by reason of a claim for additional services.

1.6. The term "Change Order" as used herein is a written order to the Contractor, issued and signed by the City after execution of this Agreement, authorizing a change in the Work. Unless the Contractor requests a modification in such Change Order, the Contractor shall sign the Change Order and return a copy thereof to the City within ten (10) business days after it has received the same. The Contractor shall have ten (10) business days from its receipt of a Change Order within which to request a modification thereto. Failure of Contractor to respond to a Change Order within such ten (10) day period shall be deemed to signify Contractor's acceptance of such Change Order as if Contractor had signed the same without modification. If Contractor requests a modification of a Change Order, the City shall have ten (10) business days from receipt of such request to accept such modification in writing. If not so accepted, such request is deemed to be rejected.

2. ARTICLE 2 - COMPENSATION AND METHOD OF PAYMENT

2.1. The City shall pay the Contractor a fee for completion of the work determined in accordance with the Proposal. The annual fee payable to the Contractor hereunder shall be for the annual base bid amount as presented on Appendix A (Bid Proposal Form) in the amount of *Enter Amount in dollars* (\$_____) plus the unit price presented for each per request service as detailed in the Description of Services (Paragraph 5, Special Conditions) unless the Contractor has requested, and the City has authorized in writing, an increased amount. Should the Contractor anticipate exceeding the Contract Price, the Contractor shall notify the City in writing and request a Change Order stating in detail the reasons why the Contract Price will be exceeded and the Contractor's best estimate of the number of hours and additional expenses the Contractor will require to complete the Work. If a request to increase the Contract Price is made but not accepted, the Contractor shall still be obligated to continue providing services until the work is completed. If the City and the Contractor agree upon a modification to the Contract Price, a Change Order shall be issued with respect thereto.

2.2. The Contractor shall submit an invoice monthly in accordance with Section 1.17 of the Invitation to Bid and the Proposal to the City for the Work performed and the charges in the preceding month based on the Proposal and any Project Services performed on request. Each such invoice shall also contain the Contractor's certification that the task or portion of the Work described in the invoice has been completed in accordance with the Contract Documents, that

the amount of all items due to third parties has been paid, and that the amount of such invoice is due to the Contractor.

2.3. The City shall pay the full amount of an invoice within thirty (30) days after receipt of the invoice and accompanying documents, prepared as described herein. If, however, the City objects to all or any portion of any invoice, the City shall so notify the Contractor of the same, stating the reasons for the objection. The City shall be entitled to withhold payment of any amounts in dispute, but shall make payments on amounts not in dispute. The parties shall immediately make every effort to settle any disputed portion of the invoice.

3. ARTICLE 3 - CONTRACT DOCUMENTS

3.1. The Contract Documents consist of this Agreement, the Invitation to Bid including Appendices and Addendums, Contractor's Proposal, attached Exhibit(s), all Amendments, and all accepted Change Orders. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by anyone shall be deemed to be required by all. In the event of any conflict between the terms of this Agreement and the other Contract Documents, the terms of this Agreement shall control.

4. ARTICLE 4 - CITY RESPONSIBILITIES

4.1. The City shall direct its officers, agents, other Contractors and employees to render all reasonable assistance and provide access to facilities to the Contractor in connection with its performance of the Work under this Agreement. Any access keys, cards, devices or other equipment provided shall remain the property of the City and shall be returned to the City promptly upon request or termination of this agreement.

5. ARTICLE 5 - CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND RESPONSIBILITIES

5.1. The Contractor represents and warrants to the City that it has the authority to enter into this Agreement and to perform the Work, and that it is licensed to do business within the City of Auburn and authorized to practice engineering and conduct business in the State of Alabama. The Contractor further represents and warrants that all Work performed by it hereunder (a) will be in conformance with the terms of the Contract Documents; (b) will be performed in a skillful and professional manner; (c) will be performed by the proper number of experienced, skilled and licensed personnel, qualified by education and experience to perform their assigned tasks; and (d) will conform to the standard of care, skill and diligence exercised by professionals performing the same or similar services.

5.2. The Contractor shall at all times enforce strict discipline and good order among its employees and any subcontractors and shall not employ for the Work (a) any person, firm or

corporation not skilled and licensed, if required, in the task assigned to him, or (b) anyone who might endanger himself, others or City property. The Contractor shall be responsible to the City for the acts of its employees, agents, subcontractors and other persons performing any of the Work for the Contractor. The City reserves the absolute right to require the immediate removal of any such unskilled, untrained or unfit person, firm or corporation from participation in the Work.

5.3. Contractor shall provide the City with a listing of all personnel assigned to each facility at the inception of this Agreement. On a quarterly basis, the Contractor shall provide the City with an updated personnel listing. The personnel listing shall identify those that have been issued facility access keys and cards. Should the Contractor terminate an employee or have an employee end his/her employment that has been issued facility access keys and cards, the Contractor shall immediately notify the City assigned Project Manager and return the issued access keys and cards.

6. ARTICLE 6 - SUBCONTRACTS

6.1. A subcontractor is a person or entity who provides services or performs Work for the Contractor or for a subcontractor of Contractor. The Contractor shall not employ any subcontractor without the prior written consent of the City and shall obtain a written agreement with each subcontractor. As between the City and the Contractor, the Contractor shall be responsible for the acts of its subcontractors and any portion of the Work performed by a subcontractor. The City may make reasonable requests for information and data concerning any and all subcontractors under this Agreement, and any other matter deemed by the City to be pertinent hereto, and the Contractor hereby agrees to submit such information and data promptly upon request.

7. ARTICLE 7 - PROTECTION OF PERSONS AND PROPERTY

7.1. The Contractor agrees to advise fully all of its employees, subcontractors and others working for the Contractor concerning environmental, safety and health procedures required by applicable state or federal law, regulation or order, or manufacturers' guidelines or as required by the City; and to take the steps necessary to assure that such procedures are complied with.

8. ARTICLE 8 -INSURANCE AND HOLD HARMLESS AGREEMENT

8.1. Insurance. When the bid is awarded, the Contractor will provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, workers' compensation insurance, and a third-party dishonesty bond with the following limits of liability:

8.1.1. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000 combined single limit.

8.1.2. Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000 per occurrence; \$1,000,000 personal and advertising injury; \$1,000,000 general aggregate; and \$1,000,000 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. If general liability coverage is on a claims-made basis, the Contractor will maintain coverage in force for a period of two years following the termination of the contract at the limits specified in this paragraph.

8.1.3. Workers' compensation insurance shall provide statutory workers' compensation coverage and employers' liability coverage with limits of, at a minimum, \$500,000 (each accident); \$500,000 disease (each employee); and \$500,000.00 disease (policy limit).

8.1.4. Limits of liability for the third-party dishonesty bond shall be, at a minimum, \$100,000.

8.1.5. The certificate of insurance shall provide the City and the Water Works Board of the City of Auburn thirty (30) days written notice of cancellation of any of the coverage named in said certificate with waivers of subrogation in favor of the City and the Water Works Board of the City of Auburn.

8.1.6. The City and the Water Works Board of the City of Auburn will be named as additional insureds under the Contractor's general liability insurance and automobile liability insurance policies.

8.1.7. The Contractor shall require certificates of insurance from sub-Contractors. Sub-Contractors will carry limits of insurance equal to or greater than those carried by the successful bidder. These certificates shall evidence waivers of subrogation in favor of the City and the Contractor and shall be made available to the City upon request. The Contractor is responsible for the payment of any deductibles or self-insured retentions. The Contractor's insurance will be primary. If the Contractor carries higher coverage limits, the higher limits will apply.

8.2. Indemnification. The Contractor agrees to indemnify, hold harmless, and defend the City and the Water Works Board of the City of Auburn, their officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorneys' fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the Contractor, its employees, or its sub-Contractors in connection with the work to be performed under this contract. This obligation survives the payment of any loss by the Contractor's insurance carrier.

9. ARTICLE 9 – TERMINATION & SUSPENSIONS

9.1. If either party is of the opinion that the other party has breached the terms of Agreement, it may give the other party thirty (30) days written notice of such breach. The other

party shall have thirty (30) days to cure such breach and if it fails to do so, and it has in fact breached the Agreement, then the party giving such notice may terminate this Agreement or modify it as necessary to discontinue services to a specific facility. In event that services to one or more facilities are discontinued, the contract price shall be adjusted to exclude the cost of servicing said facility(s) by the amount(s) stated in the Appendix A.

9.2. Should the City determine to bring any services or portions of services provided under the contract in- house to be performed by City employees, the City will provide ninety (90) days written notice to the Contractor notifying them of their intent. The City may elect to continue with some or portions of the services provided under this contract. In event that services or portions of services to one or more facilities are discontinued, the contract price shall be adjusted to exclude the cost of servicing said facility(s) by the amount(s) stated in the Appendix A.

9.3. Should the City elect to construct or cause to be constructed any additions, renovations, alterations and/or improvements to any of the buildings or facilities under this contract that require the building, facility or portions thereof to be closed for business or otherwise unoccupied, the City will provide sixty (60) days written notice of their intent to suspend services to these buildings or facilities. The City will provide thirty (30) days written notice advising when services to the affected buildings or facilities is to be resumed. The suspension of services to a specific building or facility in no way alters or extends the contract term end dates.

9.3.1. Upon completion of the Work, as accepted by the City, or upon receipt of any of the aforesaid notices of termination or suspension of services, Contractor shall, within thirty (30) days, deliver to the City all of the following:

9.3.2. Any and all means of access (including keys, cards, or other devices) to City facilities and all equipment, supplies, materials or other goods which are either City property or are included in and charged for in any invoice submitted to the City.

9.3.3. Executed Release of Liens and Claims by stating that all bills have been paid and no claims exist against the City.

9.3.4. Final itemized invoice for payment. Contractor shall be paid for services performed in accordance with the Contract Documents to the date of termination less any setoffs which the City may have.

10. ARTICLE 10 - MISCELLANEOUS

10.1. Contractor shall only take instructions from the person or persons who are authorized in writing by the City to give the same or are listed as Primary Contacts in the Contract Documents.

10.2. The Work shall be performed by Contractor in such a manner and at such times so as to

not interfere or interrupt the City's operations and as otherwise provided for in the Contract Documents.

10.3. This Agreement does not and shall not be construed to create any partnership or agency whatsoever.

10.4. This Agreement shall be subject to and governed by the laws of the State of Alabama. The Work and performance of same shall comply with all applicable city, county, state and federal codes, rules, regulations and orders.

10.5. Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof.

10.6. This Agreement may not be modified except by Change Order or written Amendment executed by the parties hereto.

10.7. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

10.8. Claims or lawsuits arising from this agreement will be filed in the Circuit Court of Lee County, Alabama, located in Opelika, Alabama or the Federal District Court for the Middle District—Eastern Division located in Opelika, Alabama.

10.9. Contractor may not assign this agreement without written permission of the City.

WITNESS TO PRINCIPAL'S SIGNATURE:

(SEAL)

ATTEST:

BY: _____

Lindsay Manley
Assistant City Clerk

SIGNATURE OF PRINCIPAL

PRINCIPAL

NAME OF CONTRACTOR

CONTRACTOR'S ADDRESS

CITY, STATE

TELEPHONE

THE CITY OF AUBURN, ALABAMA
A Municipal Corporation

BY: _____

Megan McGowen Crouch
ITS CITY MANAGER

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____ hereinafter called the "Principal," and _____, hereinafter called the "Surety," are held and firmly bound unto the City of Auburn, Alabama, herein after called the "Obligee," in the penal sum of _____ Dollars (\$ _____) for the payment of which we bind ourselves, heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written contract dated the _____ day of _____, 2026, entered into between the Principal and the Obligee for the

2026 UPS Preventative Maintenance Service Agreement

a copy of which said contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREOF, the condition of this obligation is such that the Principal shall faithfully perform the terms and conditions of the contract in all respects on its part, and shall fully pay all obligations incurred in connection with the performance of such contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature, and character, and shall save harmless the City from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such contract or other such liability resulting from negligence or otherwise on the part of such Principal, and further shall save harmless the City from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the City for all expenditures of every kind, character and description which may be incurred by the City in making good any and every default which may exist on the part of the Principal in connection with the performance of said contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations and shall give them a direct right of action against the Principal and Surety under this obligation; and further that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond within one year after the date on which the final payment on the contract falls due. Any alterations or additions which may be under the contract, or in the work to be done under it, or the giving by the City of any extension of time for the performance of the contract or any other forbearance on the part of either the City or the Principal shall not, in any way release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder. Notice to the Surety of any such alterations, extensions or forbearance is expressly waived. This obligation shall remain in full force and effect until the

performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

IN TESTIMONY WHEREOF witness the hands and seals of the parties hereto on this _____ day of _____, 2026.

PRINTED NAME OF CONTRACTOR

WITNESS TO SIGNATURE
OF PRINCIPAL:

PRINTED NAME OF PRINCIPAL

BY _____

TITLE

WITNESS TO SIGNATURE
OF SURETY:

SURETY

BY _____

TITLE

Countersigned:

Resident Agent

Address

Telephone Number

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as Principal, and _____ as Surety are held and firmly bound unto the City of Auburn, Alabama, hereinafter called the "Obligee" or "City", in the penal sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with said Obligee, dated _____, 2026, hereinafter called the "Contract" for the

2026 UPS Preventative Maintenance Service Agreement

which Contract and the specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal and all Subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Principal and of such Subcontractors shall promptly make payment to all persons supplying him or them with labor, materials, feed-stuffs or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits or said bond, then the above obligation shall be void; otherwise to remain in full force and effect. PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, feed-stuffs or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which said Principal or Surety does business. Such right of action shall be asserted in a proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment entered thereon.

(b) The Principal and Surety hereby designate and appoint _____ as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under Workers' Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceedings thereon that is instituted later than one year after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Act No. 39, General Laws of Alabama, approved February 8, 1935, entitled "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

Executed in three (3) counterparts

SIGNED, SEALED AND DELIVERED THIS _____ day of _____
2026.

PRINTED NAME OF CONTRACTOR

WITNESS TO SIGNATURE
OF PRINCIPAL:

PRINTED NAME OF PRINCIPAL

BY _____

TITLE

WITNESS TO SIGNATURE
OF SURETY:

SURETY

BY _____

TITLE

Countersigned:

Resident Agent

Address

Telephone Number

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SPECIAL CONDITIONS

RESURFACING OF CHARLOTTE AND CURTIS WARD BICYCLE TRAIL

1. PROJECT DESCRIPTION:

The work to be performed consists principally of providing all labor, materials, and equipment necessary to perform preventative maintenance services in a manner that will maintain the performance and function of the City's critical Uninterruptible Power Supply (UPS) systems. The City of Auburn currently has a total of eight (8) UPS systems that require routine servicing in the form of the preventative maintenance described herein. Routine repairs and other non-preventative maintenance work may be authorized by the City on an as-needed basis, and the contractor shall submit separate quotes for consideration of these services. Emergency preauthorized repairs shall not exceed \$1,000. Regardless of repair costs, the contractor shall immediately notify the City of any necessary repairs. The selected contractor will be awarded a 1-year contract with the option to renew for two additional 1-year terms. The work shall be done in accordance with "Description of Services to be Performed" outlined below and in accordance with all applicable industry standards.

2. TIME OF COMPLETION:

The Contractor shall commence the work within ten (10) consecutive calendar days after the date specified in the Notice to Proceed given to him by the Project Manager to commence work, and he/she shall complete the work by September 30, 2027. Time charges begin on day 11. For each renewal year, the term shall be for a twelve-month period commencing on October 1 and expiring on September 30 of the succeeding year.

3. DESCRIPTION OF SERVICES:

At a minimum, UPS Preventative Maintenance Services shall consist of:

- 1) Twice per year:
 - a. Physically inspect the batteries, wiring, and terminals.
 - b. Tighten any loose connections, and clean any dust or debris collected on or around the batteries, wiring, and/or terminals.
 - c. Test the UPS systems overall functional operation.
 - d. A service report summarizing site visit findings, observations, and maintenance.
- 2) Once per year:
 - a. Fully inspect each UPS system for any indications of corrosion, damage, or deterioration that might alter its performance.
 - b. Perform a thermal diagnostic inspection of the batteries and connections to identify potential concerns with equipment malfunction. The thermal diagnostic

inspection may be performed utilizing thermography, infrared thermometer, or other commonly accepted current industry best practices for performing such inspections.

- c. Conduct a load-test to determine the capacity of the battery bank.
- d. Run a complete operational test of each UPS system (must be coordinated with owner).

NOTE: All work shall be performed in accordance with current industry standards for these services and specific to the equipment being maintained. All testing shall be performed using commonly accepted and current industry standards and best practices, and shall be performed in a manner consistent with the manufacturers recommendations for each systems make, model, and capacity. Additionally, a service report will be required after each site visit. The required service reports after each visit do not have to include photographs, but shall include a detailed description of the services performed, findings relevant to the continued functional operations of the systems, any necessary or recommended repairs and/or non-preventative maintenance, and an opinion of the overall condition of the system.

Special Terms & Conditions

- 1) Routine repairs and other non-preventative maintenance work may be authorized by the City on an as-needed basis, and the contractor shall submit separate quotes for consideration of these services.
- 2) Emergency preauthorized repairs shall not exceed \$1,000. Regardless of repair costs, the contractor shall immediately notify the City of any necessary repairs.
- 3) All work will be confined within the defined service areas.
- 4) Preventative maintenance may be performed during normal business hours. However, any testing or maintenance that may result in loss of power to a City facility and/or temporary loss of functional operation of the UPS system must be coordinated in advance with the owner and may require weekend and/or after-hours service.

4. SAFETY:

In accordance with generally accepted industry practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to the normal working hours. The Contractor should take all necessary precautions to ensure safety of the jobsite at all times.

5. ENVIRONMENTAL:

The Contractor will be solely responsible for any violation of environmental laws and penalties or fines that are imposed.

6. GOVERNING DOCUMENTS:

All work, testing, submittals, and materials shall be in accordance with the description of services described herein and in accordance with current industry standards and best practices. The contractor shall be familiar with the manufacturer's recommended testing and maintenance procedures and practices for each of the prescribed UPS systems and shall notify the City of any discrepancy between the requested services and those recommended or required by the manufacturer of each UPS system.

7. WORK HOURS:

No work will be allowed outside of the normal business of 8:00 AM to 5:00 PM Monday through Friday, unless otherwise approved by, and scheduled through, the Project Manager. The contractor shall notify the City of any anticipated power outages that may occur as a result of their services and shall work with the Project Manager to ensure that disruption of normal business is minimized to the maximum extent practicable. This may require some work to be performed before or after the normal business hours, the costs of which will be included in the Contractor's bid.

8. PROJECT SCHEDULE:

Within ten (10) days of delivery of the executed agreement by the City to the Contractor, the Contractor shall submit to the Project Manager for approval a progress schedule indicating the starting and completion date of the annual (once per contract period) and biannual (twice per contract period) testing and servicing of each UPS system. In addition, Contractor will indicate in his/her progress schedule plans for notifying the City of any anticipated power outages during testing and/or servicing of each UPS system.

9. EXPERIENCE AND REFERENCES: Bidders must have a minimum of two years of satisfactory performance under at least two (2) different contracts similar (in the City's judgment) in size/scope to the proposed contract. Bidders must provide a minimum of five (5) references from commercial, institutional or governmental entities. This information must be included with the bid on the form included in this Invitation to Bid labeled Appendix A.

MEASUREMENT AND PAYMENT

RESURFACING OF CHARLOTTE AND CURTIS WARD BICYCLE TRAIL

01 Preventative Maintenance

Work under this item shall include the necessary labor, materials, and equipment to perform all the services described within the “Description of Services”, including the annual (once per contract period) and biannual (twice per contract period) services described.

Measurement and payment shall be based upon the lump sum price bid for the 2026 UPS Preventative Maintenance Service Agreement. Invoicing for the “Description of Services” shall be submitted twice during each contract period for 50% of the total billable amount per service location.

APPENDIX A
EXPERIENCE AND REFERENCES FORM

APPENDIX A
REFERENCES AND EXPERIENCE

Contact name	
Phone Number/Email	
Address City, State, Zip	
Company/Institution	

Contact name	
Phone Number/Email	
Address City, State, Zip	
Company/Institution	

Contact name	
Phone Number/Email	
Address City, State, Zip	
Company/Institution	

Contact name	
Phone Number/Email	
Address City, State, Zip	
Company/Institution	

Contact name	
Phone Number/Email	
Address City, State, Zip	
Company/Institution	

Contact name	
Phone Number	
Address City, State, Zip	
Company/Institution	