Request for Proposals

Uninterruptible Power Supply (UPS) Replacement

Site registration and application approval must be done prior to submitting a proposal.
All documents must be combined and submitted as one complete proposal.

Purpose and Background

The Atlanta Regional Commission (ARC) is the regional planning and intergovernmental coordination agency for the metro Atlanta region. The ARC Office of Information Technology provides technology services to internal departments and partner agencies, with a focus on maintaining a secure, reliable, and highly available network infrastructure that protects the Agency's data assets. The offices at 229 Peachtree Street NE, Suite 100 rely on a centralized UPS to maintain the server room and IDF closets during a loss of electrical power supply.

The existing unit is a Schneider Electric MGE Galaxy 5000, 40 kVA, with a 480 VAC three-phase input and output. Schneider discontinued the Galaxy 5000 line in July 2021, so parts and service support are limited. Therefore, ARC is requesting proposals to furnish, deliver, install, and commission one three-phase Uninterruptible Power Supply (UPS) to replace its existing unit, with the work complete by **December 31, 2026**.

Because the unit must be delivered and installed by year end, **every proposal must state the lead time for delivery and for installation**, and proposals that cannot meet December 31, 2026 may be found non-responsive.

Exhibit A: Scope of Work and Technical Specifications

The vendor shall provide a complete, turnkey replacement: equipment, freight, rigging, removal of the old system, installation, startup, and training.

Equipment requirements

Requirement	Specification
Type	Three-phase, double-conversion (online) UPS, UL 1778 listed
Capacity	Minimum 40 kVA, equal to or greater than the existing unit; unity or 0.9 output power factor
Input voltage	480 VAC, 3-phase, 3-wire + ground (vendor to verify during site survey), 60 Hz
Output voltage	480 VAC, 3-phase, 60 Hz, matching existing downstream distribution
Electrical Connections	Top Feed Flexible Conduit
Battery runtime	Equal to or greater than the existing 70 Ah battery system; state runtime in minutes at 100% and 50% load

Requirement	Specification
Batteries	VRLA or lithium-ion, in matching cabinet(s); state type, design life, and warranty
Bypass	Internal static bypass plus a maintenance bypass. The existing MGE has an integral maintenance bypass and no separate bypass panel is installed. The new UPS must include an integral maintenance bypass, or the vendor must furnish and install an external wrap-around bypass panel, included in the proposed price.
Footprint	Each cabinet or shipping section must pass through a 36-inch-wide doorway; must fit the existing room; footprint should not exceed that of the existing MGE Galaxy 5000 system
Efficiency	State efficiency at 25%, 50%, 75%, and 100% load
Monitoring	Network management card required. Proposal must state what the card provides (e.g., SNMP, web interface, email alerts, dry contacts) and any available integrations with monitoring or automated shutdown software
Warranty	Minimum 1-year parts and labor on UPS; state battery warranty separately

Equivalent products from Schneider Electric (e.g., Galaxy series) or other manufacturers are acceptable if they meet every requirement above.

Services required

1. Site survey to verify existing conditions, conductors, breakers, and clearances before ordering.
2. Delivery, rigging, and placement of all equipment, from ARC's loading dock, including any freight elevator coordination with building management. The delivery path includes a 36-inch-wide doorway; the vendor is responsible for any crating removal, disassembly, or sectioning needed to move new and old equipment through it.
3. Disconnection, removal, and lawful disposal or recycling of the existing UPS and batteries; provide disposal certificates.
4. Electrical connections by a Georgia-licensed electrical contractor, with any required City of Atlanta permits and inspections.
5. Factory-authorized startup and commissioning, including load-bank or live-load test report.
6. Cutover performed after hours or on a weekend with a written plan approved by ARC to minimize downtime.
7. On-site training for ARC staff and delivery of as-built drawings, manuals, and warranty documents.

Delivery, Installation, and Lead Time

The new UPS must be delivered, installed, commissioned, and accepted by ARC no later than **December 31, 2026**.

Each proposal must state, in calendar days from purchase order:

- Equipment lead time to delivery on site, and whether the unit is in stock or must be built to order.
- Lead time for batteries, if shipped separately.
- On-site installation and commissioning duration, including planned downtime hours.
- Earliest guaranteed completion date.

Vendors must identify any risks to the schedule (factory backlog, freight, permits, holiday closures) and how they will be managed. ARC's offices may have reduced staffing between December 21 and December 25th; cutover dates must be agreed upon in advance.

If an awarded vendor cannot meet its proposed delivery date, ARC may cancel the order and award to the next responsive vendor.

Schedule of Events

The ARFP is open for fourteen days, with award targeted for November 20, 2026 to leave about six weeks for delivery and installation.

Milestone	Date / Deadline (EST)
RFP (abbr.) posted	Friday, November 6, 2026
Questions due (via portal)	Tuesday, November 10, 2026, 5:00 PM
Answers posted	Thursday, November 12, 2026
Proposals due	Thursday, November 19, 2026, 5:00 PM
Anticipated selection / notice of intent	Friday, November 20, 2026
Installation and acceptance complete	No later than Thursday, December 31, 2026

All times are Eastern. The procurement system records submission time, and late proposals will not be accepted.

Proposal Submittal and Response Requirements

All proposals must be submitted electronically through the ARC procurement website as one combined file (PDF or Word). Proposals sent by email, mail, fax, or hand delivery will not be accepted. Vendors must register and be approved on the ARC procurement website portal before submitting; only the latest upload per vendor is kept.

Questions must be submitted through the portal by the deadline. Only written answers posted to the website are binding. From posting through award, vendors may not contact ARC staff, board members, or consultants about this RFP except through the Q&A process; violations may result in rejection.

Each proposal must include:

1. Legal firm name and point of contact (name, title, phone, email, address).

2. Manufacturer, model number, capacity, and spec sheets for the proposed UPS, batteries, and bypass.
3. A statement confirming compliance with each item in Exhibit A, or a list of exceptions.
4. Lead time and completion schedule as required in the Delivery section.
5. Evidence the vendor is a factory-authorized dealer or service provider, and the Georgia electrical license number of the installer.
6. Three references for comparable three-phase UPS installations in the past five years.
7. Completed Exhibit B price form.
8. Signed required forms listed below.

Exhibit B: Price Form

Line item	Price
UPS module (make/model: ____)	$
Battery cabinet(s) and batteries	$
External maintenance bypass panel, if not integral to UPS (state "included" if integral)	$
Freight, delivery, and rigging	$
Removal and disposal of existing UPS and batteries	$
Electrical installation, permits, and inspection	$
Startup, commissioning, and training	$
Total firm fixed price	$
Optional: extended warranty / maintenance, years 2–3 (per year)	$

Prices must be firm for [60] days. Proposals must state lead time in calendar days from PO.

Required forms

- Georgia Security and Immigration Compliance Act Affidavit (Contractor Affidavit), notarized, with E-Verify number
- Contractor/Vendor Information Form
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions and Lobbying
- Current Certificate of Insurance

Evaluation and Award

ARC will award to the responsive, responsible vendor offering the best value, with a guaranteed completion date of December 31, 2026 as a pass/fail requirement.

Criterion	What ARC evaluates	Weight
Price	Total firm fixed price from Exhibit B	[30%]

Criterion	What ARC evaluates	Weight
Schedule	Lead time, guaranteed completion date, and credibility of the plan	[30%]
Technical compliance	Degree to which the equipment meets Exhibit A	[30%]
Qualifications	Factory authorization, licensing, references	[10%]

ARC reserves the right to select a proposal other than the lowest price; reject any or all proposals or portions of them; waive irregularities; request clarifications or best-and-final offers; and cancel this RFP at any time without obligation. ARC is not liable for any cost of preparing a proposal. A notice of intent to award and the list of submitters will be posted on the procurement website.

General Terms and Conditions

Payment. The vendor invoices after delivery, installation, and ARC's written acceptance. ARC will pay or reject properly submitted invoices within 45 days of receipt. Invoices go to IT Purchasing, 229 Peachtree St NE, Suite 100, Atlanta, GA 30303, itpurchasing@atlantaregional.org, and must show a unique invoice number, description of work, and a valid payment address.

Insurance. Before work begins, the vendor shall provide certificates naming ARC as additional insured: commercial general liability $1,000,000 per occurrence / $2,000,000 aggregate, automobile liability $1,000,000, and workers' compensation at statutory limits.

Open records. ARC is subject to the Georgia Open Records Act. Trade secrets must be marked "Confidential" on the specific pages; marking an entire proposal confidential will not be honored.

Conflicts of interest. Vendors must disclose any potential conflict, with names, facts, and proposed controls. Conflicts are governed by the ARC Standards of Ethical Conduct.

E-Verify. The vendor and any subcontractors performing physical services must participate in E-Verify per O.C.G.A. §13-10-91.

Nondiscrimination. ARC does not discriminate in the award or administration of contracts.

Safety and site rules. The vendor follows NFPA 70E and OSHA requirements, building management rules, and ARC's access and escort procedures.

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or entity which is engaged in the physical performance of services under a contract with the Atlanta Regional Commission has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractros who present an addidavit to the undersigned with the information required by O.C.G.A. 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Atlanta Regional Commission within five (5) business days after any subcontracter is retained ot perform such service.

_____ _____

EEV / E-Verify™ Company Identification Number Date of Authorization

_____

Company Name

_____

Signature of Authorized Officer or Agent

_____

Title of Authorized Officer or Agent

_____

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

_____ [NOTARY SEAL]

Notary Public

My Commission Expires:

CONTRACTOR/VENDOR INFORMATION

Legal name & address of entity: _____

_____

_____

_____

If different from above-
Legal name of Payee: _____
Payment Address: _____

_____

_____

(If additional addresses are needed, identify each and its purpose on the reverse of this page.)

Legal entity status (please mark all that apply):

☐ **Corporation/C-Corp LLC/S-Corp LLC**

☐ **Partnership/LLC Partnership/LLP**

☐ **Non-Profit: 501(c)(3)/501(c)(4)**

☐ **Individual/Sole-Proprietor/Single Member LLC**

☐ **Government: Federal/State/Local/Authority**

☐ **Other: (describe)**_____

_____

(Federal) Employer Identification Number: _____
OR
Social Security Number (for an individual): _____

Is this contractor/vendor an attorney/law firm? YES☐ NO☐

Is this contractor/vendor debarred, suspended, ineligible or excluded from participation in federally funded projects? YES☐ NO☐

E-verify Status: ☐ **Registered: E-verify Number**_____
☐ **Not Registered**

Is this contractor/vendor a:

Disadvantaged Business Enterprise under 49 CFR Part 26? YES☐ NO☐
Minority or Women Business Enterprise under 49 CFR Part 23? YES☐ NO☐

Attach a copy of current certification(s).

Is this contractor/vendor a Non-federal entity that expends $750,000 or more in a year in Federal awards? YES☐ NO☐
If so, attach a copy of most recent single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133.

Certified true and correct:

Name: _____ **Signature:** _____

Title: _____ **Date:** _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS AND LOBBYING

1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 45 CFR Part 76, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause have the meaning set forth in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The prospective lower tier participant certifies that, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of its statements in this certification, such prospective participant shall attach an explanation to this proposal.

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2. LOBBYING

As required by **Section 1352, Title 31 of the U.S. Code** (as implemented at 45 CFR Part 93), the applicant certifies that to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

NAME OF APPLICANT	AWARD NUMBER and/or PROJECT NAME
PRINTED NAME OF AUTHORIZED REPRESENTATIVE	TITLE OF AUTHORIZED REPRESENTATIVE
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE