

Bids May be Faxed to:
(979) 458-7435

BIDDER MUST SIGN BELOW
FAILURE TO SIGN WILL DISQUALIFY BID

INVITATION FOR BID
TEXAS ENGINEERING EXPERIMENT STATION
PROCUREMENT DEPARTMENT
1470 WILLIAM D. FITCH PKWY ROOM 139 A
COLLEGE STATION, TX 77843
PHONE 979-458-7434
FAX 979-458-7435

BID OPENING: **April 6, 2009** AT
2:00 pm (CST)
BID INVITATION NUMBER:
T09-6403

ALL BIDS TO BE FOB DESTINATION.
IF FREIGHT CHARGES ARE NOT INCLUDED IN THE
BID PRICE, THE ESTIMATED COST MUST BE LISTED
BELOW.

AUTHORIZED SIGNATURE _____

PRINT OR TYPE NAME _____

TITLE _____ DATE _____

FEDERAL ID #: _____

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____

DESTINATION OF GOODS: Texas Engineering Experiment Station
Texas A&M University
Aerospace Engineering
1775 George Bush Dr. West
College Station, TX 77843

By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Resident Bidder as defined in rule 1 TAC 1112

HUB: Y OR N BLM ___ BLF ___ HIM ___ HIF ___ ASM ___ ASF ___ AIM ___ AIF ___ WO ___

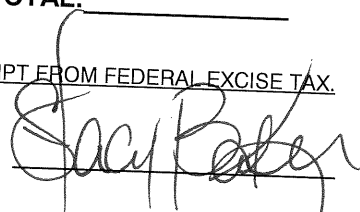
Item	Description	Quantity	UOM	Unit Price	Ext Price
	NOTE TO BIDDERS: This bid has been posted on the ESBD. It is the bidders' responsibility to check this site for any addendum that may be posted. http://esbd.cpa.state.tx.us/				
1	Single Grinder Crane to include but not limited to the following: Bridge: - Quantity – One - Type – Top running Single Grinder - Capacity – 2 tons - Application – MCAA Class D, Indoors	1	Each		

TERMS: NET 30 FOB: DESTINATION DELIVERY IN _____ DAYS

TOTAL: _____

TEES IS EXEMPT FROM STATE SALES TAX. DO NOT INCLUDE TAX IN YOUR BID. THE STATE OF TEXAS IS EXEMPT FROM FEDERAL EXCISE TAX.

NOTE: See attachment for specific bid conditions.


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Item	Description	Quantity	UOM	Unit Price	Ext Price
	- Span – 38'-0" +/- - Girders – Rolled Section Girders - Bridge Drive – CMAA A4 Dual Drive - Bridge Speed – 100 fpm - Bridge Wheels – (4) Flat Tread, Flanged Wheel Assemblies - Bumpers – Neoprene - Control Enclosure – NEMA 12 - Power Supply – 460-3-60 - Cross Conductors – Flat Festoon on C Track - Bridge Control – Two Step VFD - Mainline Collectors Staff shall be included - Operators Station – PB on C Track - Warning Horn – Shall be Optional with Radio Control - Anti-Collision – Shall be Optional Hoist & Trolley: - Hoist Capacity – 2 Tons - Hoist Type – R&M Electric Wire Rope - Available Lift – 29'-6" Lift 4 PS Reeving - Hoist Speed – 16/2.6 fpm - Hoist Control – Two Step Magnetic - Trolley Speed – 80/20 fpm - Trolley Control – Two Step Magnetic Runway System: - Overall Length – 100'-0" - Column Spacing – By customer - Column Types – Metal Building - Runway Beams – Beams w/end stops - Rail Size – 30# ASCE preferred - Electrification – 4 Conductor w/brackets - Foundation and Anchor Bolts Three (3) Motion Pendant Control with on & off				
2	Remtron Remote Control: Note: Remtron Remote Control Shall Still Have Pendant controls as a Back-up.	1	Each		

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Item	Description	Quantity	UOM	Unit Price	Ext Price
3	Installation of Runway to include but not limited to the following: Any and all installation, travel, lodging, etc. Price reduction for the following: Lifting Equipment & Scissors Lift Furnished by Texas A&M University \$-_____	1	Lot		
4	Installation of Crane to include but not limited to the following: Any and all installation, travel, lodging, etc. Load Test @ 125% of rated load shall be included. (test weight and rigging shall also be supplied) Price reduction for the following: Lifting Equipment & Scissors Lift Furnished by Texas A&M University \$-_____ Notes: The Crane System shall Comply with OSHA Standards. As a State of Texas Agency the following shall apply: Shipping shall be FOB College Station – Prepaid and Added or Included. Payment Terms – Net 30 Bidders may visit the work site and discuss the job with Texas A&M's designated representative prior to submitting a bid, in order to gain a clear and full understanding of the work. The bidder shall be	1	Lot		

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Item	Description	Quantity	UOM	Unit Price	Ext Price
	responsible for setting up an appointment with Texas A&M's designated representative, as well as, obtaining his/her signature below to verify visit to work site. Texas A&M's designated representative is listed below. Texas A&M reserves the right to use the work site visit in the bid evaluation process. Designated Representative's Signature: _____ Name: Jorge Martinez Date Phone: (979) 845-1028 No oral changes will be considered. The item(s) offered must be warranted against defective materials, workmanship, and failures for at least twelve (12) months. If the manufacturer's standard warranty is for a period in excess of twelve (12) months, the standard warranty shall apply. The successful Bidder shall furnish a warranty card with the system indicating the terms and conditions of the warranty, and a list of names, and addresses of servicing dealers who will perform the warranty work. WARRANTY: VENDOR SHALL INCLUDE SPECIFICS OF WHAT IS COVERED AND INCLUDED IN THE WARRANTY SHIPPING COSTS MUST BE INCLUDED IN THE BID PRICE. PLEASE INCLUDE ANY DISCOUNTS IN THE BID PRICE. ***Note to Bidders*** The Award shall be made based on the following "Best Value Criteria" Texas Engineering Experiment Station (TEES) has the right to consider the following and any other factors deemed necessary to evaluate the offer and determine the "Best Value" for TEES.				

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Item	Description	Quantity	UOM	Unit Price	Ext Price
	• Vendors ability to meet the minimum specifications • Delivery requirement after the receipt of order • Warranty of equipment • The acquisition price • The quality, availability and adaptability of equipment offered to required applications Where applicable Operator and Maintenance Manuals are to be delivered with the hardware and software and shall be written in English. The resulting purchase order is subject to constitutional or statutory limitations upon TEES as an agency of the State of Texas INSURANCE: The successful bidder shall not commence work until all of the insurance specified in the attachment (1 page) has been obtained and certificates of such insurance in force have been filed with and accepted by Texas Engineering Experiment Station. Insurance coverage shall provide for a thirty (30) day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance in force must include a notice that the policy or policies do contain these provisions. Acceptance of insurance certificates by Texas Engineering Experiment Station shall not relieve or decrease the liability of the vendor. Unless otherwise specified, the successful bidder shall provide and maintain, until the work included in this Invitation for Bid is completed and accepted by Texas Engineering Experiment Station, the minimum insurance coverage outlined in attachment, (1 Page). Bidders must acknowledge these insurance requirements by signature: _____ Signature Date Note: Failure to sign above may disqualify your bid.				

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Item	Description	Quantity	UOM	Unit Price	Ext Price
	Current certificates of insurance must be attached to this bid, in the event additional coverage is needed by successful bidders to meet our requirements the certificate(s) of insurance must be delivered or mailed to Attn: Stacy Baker, Texas Engineering Experiment Station, 1470 William D. Fitch Pkwy Room 139 B, College Station, TX 77845-4645 It is requested that the Bidder provide the name and phone number of a point-of-contact for the submitted Bid response: However the Bidder is advised that this point-of-contact will not be recognized as, or accepted in lieu of the "authorized signature" requirement of this Invitation for Bid. Please provide a vendor point-of-contact: Name: _____ Phone: _____ Fax: _____ E-mail: _____ For clarification of the specifications for this Invitation for Bid, Bidders may contact: Mary Williams @ me-williams@tamu.edu Phone: 979-458-7434 The individual listed above may be contacted for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alternates accepted prior to Bid opening without written approval.				

**ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID
ANY EXCEPTIONS THERETO MUST BE IN WRITING**

1. BIDDING REQUIREMENTS

- 1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Pricing must be quoted on a "per unit" basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Unit Prices shall govern in the event of extension errors. Bidder guarantees product or service offered will meet or exceed specifications included as part of this Invitation for Bid.
- 1.3 Bids should be submitted on this form. Bids should also be submitted in duplicate. Each bid should be placed in a separate envelope completely and properly identified. Instructions on reverse side, top center. Bids must be received by the TEXAS ENGINEERING EXPERIMENT STATION (TEES) PROCUREMENT OFFICE on or before the hour and date specified for the bid opening.
- 1.4 When sending bids via the U.S. Postal Service, use the address on the front of this Invitation for Bid. When using a delivery service or hand delivering, which requires a street address, address is 200 Greens Prairie Road, Room 139A, College Station, TX 77845-9394.
- 1.5 Late bids will not be considered under any circumstances.
- 1.6 Bids should be quoted "F.O.B. destination, freight prepaid and allowed". If quoting freight otherwise, show exact delivery cost and who bears cost if not included in unit price.
- 1.7 Bid prices are requested to be firm for TEES acceptance within 30 days of bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discount will not be considered in determining the low bid. All cash discounts will be taken if earned.
- 1.8 Bids should give Vendor ID Number, full name and address of bidder (enter in the block provided if not shown). Failure to sign bid will disqualify it. Person signing bid should show title or authority to bind his or her firm in a contract. Firm name should appear on each page of a bid, in the block provided in the upper right hand corner. The Vendor ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the front side (upper right) if it is not printed. If this number is not known, complete the following: 1. Enter your Federal Employer Identification Number. 2. Sole owner should also enter Social Security Number.
- 1.9 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initialed by bidder or authorized agent of bidder. No bid can be withdrawn after opening time without approval by the TEES PROCUREMENT OFFICE based on a written acceptable reason.
- 1.10 Purchases made for TEES use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise tax Exemption Certificate will be furnished by TEES upon request.
- 1.11 TEES reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State.
- 1.12 Consistent and continued tie bidding could cause rejection of bids by TEES and/or investigation for antitrust violations.
- 1.13 Other preferences as defined in Rule 1 TAC 113.8 (check any that are applicable)
- ☐ Products of persons with mental or physical disabilities
- ☐ Recycled, remanufactured, or environmentally sensitive products
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- 1.14 The telephone number for FAX submission of bids is 979-458-7435. This is the only number that will be used for the receipt of bids. The TEES shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

2. SPECIFICATIONS

- 2.1 Any catalogue, brand name or manufacturer's reference used in the Invitation for Bid is descriptive only (not restrictive), and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered unless otherwise specified. If bidding on other than reference, bid should show manufacturer, brand or trade name, and other description of the product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. If bidder takes an exception to specifications or reference data in his or her bid, bidder will be required to furnish brand names, numbers, etc., as specified in the Invitation for Bid.
- 2.2 All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in invitation for Bid. Oral agreements to the contrary will not be recognized.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 Samples, when requested, must be furnished free of expense to TEES. If not destroyed in examination, they will be returned to the bidder, upon request, at bidder's expense. Each sample should be marked with bidder's name and address, and TEES bid number. Do not enclose in or attach bid to sample.

- 2.5 TEES will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bid.
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the invitation for Bid.

- 3. TIE BIDS** - In case of tie bids, the award will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (preferences).

4. DELIVERY

- 4.1 Bid should show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates supplier to complete delivery in 14 calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded.
- 4.2 If delay is foreseen, supplier shall give written notice to TEES. TEES has the right to extend delivery date if reasons appear valid. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TEES to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting supplier.
- 4.3 No substitutions or cancellation permitted without written approval of the TEES PROCUREMENT DEPARTMENT
- 4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from TEES.

- 5. INSPECTION AND TESTS** - All goods will be subject to inspection and test by TEES to the extent practicable at all times and places. Authorized TEES personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods which have been delivered and rejected in whole or in part may, at TEES option, be returned to the supplier or held for disposition at supplier's risk and expense. Latent defects may result in revocation of acceptance.

- 6. AWARD OF CONTRACT** - A response to an Invitation for Bid is an offer to contract with TEES based upon the terms, conditions and specifications contained in the Invitation for Bid. Bids do not become contracts until they are accepted and an authorized purchase order is issued. The contract shall be governed, construed and interpreted under the laws of the State of Texas.

- 7. PAYMENT** - Supplier shall submit one copy of an itemized invoice showing order number and agency purchase order number. TEES will incur no penalty for late payment if made in 30 or fewer days from receipt of goods or services on an uncontested invoice.

- 8. PATENTS OR COPYRIGHTS** - The supplier agrees to protect TEES from claims involving infringement of patents or copyrights.

- 9. SUPPLIER ASSIGNMENTS** - Supplier hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to bid invitations must give bid number, and opening date.

- 10. BIDDER AFFIRMATION** - Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

- 10.1 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 10.2 Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 10.3 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.4 The bidder has not received compensation for participation in the preparation of the specifications for this Invitation for Bid.
- 10.5 The supplier shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of supplier or any agent, employee, subcontractor, or supplier of supplier in the execution or performance of this purchase order.
- 10.6 Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

- 10.7 Bidder certifies that they are in compliance with section 618.003 of the Government Code, relating to contracting with executive head of a State agency. If section 618.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Bidder: _____

Date of Employment with Bidder: _____

- 10.9 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

- 11. NOTE TO BIDDERS** - Any terms and conditions attached to a bid will not be considered unless the bidder specifically refers to them on the front of this bid form.

WARNING: Such terms and conditions may result in disqualification of the bid. (e.g. bids with the laws of a State other than Texas, requirements for prepayment, limitations on remedies, etc).

12. TEXAS FAMILY CODE SECTION 231.006

Ineligibility to Receive State Grants or Loans, or Receive Bids or Payments on State Contracts.

- (a) A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
- (1) receive payments from state funds under a contract to provide property, materials, or services; or
- (2) receive a state-funded grant or loan.
- (b) A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
- (1) all arrearages have been paid; or
- (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- (c) Pursuant to Section 231.006 (c), Family Code, bid should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the bid. Bidders that have pre-registered this information on the GSC Centralized Master Bidders List have satisfied this requirement. If not pre-registered, attach name & social security number for each person. Otherwise this information must be provided prior to contract award.
- (d) "Pursuant to Section 231.006, Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- (e) If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.
- (f) If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the state for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995. Amended by Acts 1995, 74th Leg., ch. 751, Sec. 82, eff. Sept. 1, 1995.

13. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Texas Engineering Experiment Station (TEES), and the Vendor to attempt to resolve any claim for breach of contract made by Vendor:

- (a) Vendor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2280, subchapter B, of the Texas Government Code. To initiate the process, Vendor shall submit written notice, as required by subchapter B, to Dr. Richard L. Floyd, Associate Vice-President for Finance. Said notice shall also be given to all other representatives of TEES and Vendor otherwise entitled to notice under the parties' contract. Compliance by Vendor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2280, subchapter C, of the Texas Government Code.
- (b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is Vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TEES if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- (c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by TEES nor any conduct of any representative of TEES thereafter shall be considered a waiver of sovereign immunity to suit.
- (1) The submission, processing, and resolution of Vendor's claim is governed by the published rules as adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260 as currently effective, hereafter enacted or subsequently amended.
- (2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of the performance by Vendor, in whole or in part.
- (3) The designated individual responsible on behalf of Texas Engineering Experiment Station for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260.052 of the Texas Government Code shall be Dr. Richard L. Floyd, Associate Vice-President for Finance.

Insurance

Where the Seller is required to provide labor for work on the premises, or for the delivery setting or installation of any furniture, appliance or equipment, he and his subcontractors shall carry adequate Property Damage and Public Liability Insurance, also Workmen's Compensation and Employer's Liability Insurance in statutory amounts. Upon request, he shall furnish the Owner a certificate of compliance before starting work on the job. Amounts of insurance required shall be per schedule below:

Type of Coverage		Limits of Liability	
1.	Worker's Compensation	Statutory	
2.	Employer's Liability	\$100,000 Each occurrence	
3.	Comprehensive Gen. Liab.		
	a. Bodily Injury	\$300,000 Ea. occur.	\$500,000 Aggregate
	b. Property Damage	\$100,000 Ea. occur.	\$300,000 Aggregate
4.	Comprehensive Auto. Liab.		
	a. Bodily Injury	\$300,000 Ea. person	\$500,000 Ea. occur.
	b. Property Damage		\$300,000 Ea. occur.
5.	Owner's Protective Liability Insurance Policy		
	The Contractor shall obtain at his expense an Owner's Protective Liability Insurance Policy naming the State of Texas, its employees, and Architect/Engineer as insured with the following minimum limits:		
	a. Bodily Injury	\$300,000 Ea. person	\$500,000 Ea. Occur.
6.	It is understood that all furniture, equipment, and materials supplied by the contractor shall remain his property until such time as accepted or paid for by the Owner, and the contractor shall protect them with appropriate insurance against theft, or other loss or damage.		