

Aggie Bid #02-TAMU-ITB-3755

Texas A&M University is seeking bids to provide Battery Energy Storage System for the Department of Electrical Computer & Engineering per the terms, conditions, and specifications herein and for AggieBid 02-TAMU-ITB-3755

Manufacturer and Part Number listed is for reference purposes only.

ELECTRONIC STATE BUSINESS DAILY (ESBD):

Please note: This bid has been posted on the Electronic State Business Daily (ESBD) website: <http://esbd.cpa.state.tx.us/>. It is the bidder's responsibility to check this site for any addendum's that may be posted.

QUESTIONS REGARDING THIS INVITATION FOR BID:

Any questions or concerns regarding this invitation for bid shall be directed to:

Angel Constancio, Buyer II
Texas A&M University
Department of Procurement Services
Email: agc@tamu.edu

TEXAS A&M UNIVERSITY BEST VALUE CRITERIA

In accordance with Texas Education Code 51.9335, Texas A&M University shall make the award based on, but not limited to, the following best value criteria:

- The purchase price;
- The reputation of the vendor and of the vendor's goods or services;
- The quality of the vendor's goods or services;
- The extent to which the goods or services meet the institution's needs;
- The vendor's past relationship with the institution;
- The impact on the ability of the institution to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services from persons with disabilities;
- The total long-term cost to the institution of acquiring the vendor's goods or services;
- Any other relevant factor that a private business entity would consider in selecting a vendor; and
- The use of material in construction or repair to real property that is not proprietary to a single vendor unless the institution provides written justification in the request for bids for use of the unique material specified.

Other relevant factors deemed necessary to evaluate the offer and determine the best value for the University:

- Vendor's ability to meet the minimum specifications;
- Delivery requirement;
- The quality, availability and adaptability of equipment offered to required application.
- Minimum order;
- References;
- Escalation percentages
- Sample(s), if requested
- Presentation(s), if requested
- Insurance Requirements

By submitting a bid in response to this solicitation, bidder agrees to the selection and award process, and accepts Texas A&M University's judgment and decision of award. Texas A&M reserves the right to accept or reject any or all bids, waive informalities and technicalities, and accept the offer considered the most advantageous to the University. Texas A&M reserves the right to make the decision as to the system, product or service best meets the minimum specifications and best suits the needs of the University. The decision by Texas A&M University is final.

Texas A&M University reserves the right to accept or reject any or all bids, or any part thereof, and to waive any technicalities or formalities in the bidding process and to make the award on what is considered to be the best value to the University.

Texas A&M University must be confident that the needs of the University can be met. Texas A&M University will evaluate and make the award on the bid that is determined to be the best value to the state based on the criteria listed above.

Texas A&M University reserves the right to add or remove items/products/services on this order at any time. Texas A&M shall seek a quote from awarded supplier to obtain pricing, then issue a change order with added or deleted items.

SHIPPING:

Quote F.O.B destination, freight prepaid and included in the cost.

All equipment must be fully insured against loss and damage during shipping

The equipment is to be delivered as a complete operational system.

All manuals are to be delivered with the equipment and to be in English.

Exact delivery/installation location and date shall be coordinated with the department contact or their designee. The department contact or their designee shall be notified twenty four (24) hours before delivery and installation

CANCELLATION:

Texas A&M University reserves the right to cancel immediately due to non-performance.

Upon award, this agreement is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise not made available to the using agency.

Texas A&M University reserves the right to cancel with a thirty (30) day written notice.

FINAL TESTING AND ACCEPTANCE:

The complete installation shall be inspected by Texas A&M to assure that all equipment is installed in a professional manner, and in accordance with these specifications.

The vendor shall ensure that the system meets or exceeds performance specifications as per manufacturer criteria. The vendor shall be responsible for properly performing all setup of equipment and all assembly.

PERFORMANCE CRITERIA FOR ACCEPTANCE:

To be accepted, the equipment must function properly at the end user's site by meeting or exceeding the specifications outlined in the purchase order.

If the equipment fails to function properly, the vendor shall be responsible to provide and carry out any and all diagnostics and repairs necessary to make the equipment operate correctly. Any costs associated with providing diagnostics and repair will be at vendor's expense. All diagnostic test results shall be provided to the ordering department and only after the department verifies that specifications have been met will the equipment be considered acceptable. Original equipment manufacturer parts (OEM).

WARRANTY:

Vendor shall submit manufacturer's warranty with equipment.

Warranty is to begin upon the acceptance of equipment by Texas A&M University.

PARKING:

For questions concerning parking, call 979-845-9700

All vehicles parked on the Texas A&M University campus shall properly display a valid Texas A&M University parking permit.

The Texas A&M University Transportation Services supervises and coordinates all parking, transportation and traffic related functions on the campus

Vendor shall be responsible for obtaining parking permits from Transportation Services and resolving, should they arise, any parking regulation disputes and violations.

PAYMENT:

Shall be Net 30 after receipt of invoice and product, completion of installation and final acceptance as operational per the performance criteria outlined in the bid. Final acceptance is to be approved by the department contact or their designee.

INSTALLATION:

The requested equipment is to be supplied as a complete operational system, set-up and ready for use. Any/all operational/maintenance manuals are to be provided at the time of shipping/installation.

This project shall be considered a "turnkey" project that includes all aspects of the installation.

Installation shall include distribution of the equipment to the requesting department. Installation shall also include receiving, unpacking, assembly and placement at point of use and removal and disposal of all packing material. University dumpsters may not be used for disposal unless approved by the department.

The vendor shall clean all trash, rubbish, cartons and other waste scattered throughout the building or on the premises caused by installation of the equipment under the resulting purchase order. Any necessary equipment needed to carry out the installation shall be furnished by the vendor. Shipping containers and other trash that constitute a fire hazard or an obstacle to the work of others shall be removed from the building daily. The vendor shall be responsible for removal of all trash offsite and disposal of in a legal manner.

During delivery and installation, use of tobacco products, food or drink within the interior of the building shall be prohibited. Texas A&M University regulations shall be enforced.

Delivery shall be made during normal working hours only, 8:00 AM to 5:00 PM, Monday through Friday, unless vendor obtains approval for late delivery.

All vendor employees shall be identifiable (I.E. name tags, vendor t-shirt or hats). All vendor employees shall be able to speak English.

TRAINING

Shall include on-site demonstration of the proper operating techniques of the equipment as well as instrument preventative maintenance training to all end user(s). This documentation is to include basic training on the proper operation of the equipment and software installed.

All training expenses, including travel, must be included in the bid response.

INDEMNIFICATION:

Vendor agrees to indemnify and hold The State of Texas, The Board of Regents of Texas A&M University System, Texas A&M their officers, employees and agents (the indemnified parties) harmless from the indemnify each against any and all liabilities, actions, damages, suits, proceeding, judgments, and costs (excluding attorney's fees) for claims resulting from the acts or omissions of vendor or the acts or omission of others under vendor's supervision and control.

RESPONSIBILITY FOR DAMAGE CLAIMS:

The vendor shall save harmless the State and owner from all suits, actions or claims brought on account of any injuries or damages, sustained by any person or property in a consequence of any neglect in safe-guarding the work by the vendor; or from claims or amount arising or recovered under the "Workman's Compensation Law" or any other laws. He shall be responsible for all damage or injury to property of any character occurring during the prosecution of the work resulting from any cat, omission, neglect, or misconduct on his part or the part of any of his employees, in the manner or method of executions the work; or form his failure to suitable evidence to that effect furnished to Texas A&M University.

PROTECTION OF PROPERTY AND LIABILITY:

The vendor shall take care not to damage the premises or the property of others, and in case such damages occur as the result of operations under his contract, he shall make restitution. If the vendor fails to pay for damage, the damages may be deducted from any remaining balance due to the vendor or may be processed as a breach of contract to the full extent the law allows. The vendor shall exercise due caution for the protection of persons, and shall protect owner from expense and hold him harmless from liability by reason of injury, or for damage to the property of others occurring as a result of the operations under this contract.

Upon receipt of written notice of the discovery of any defects occurring with the warranty period, the vendor shall remedy the defects and replace any property damaged there from. If the vendor, after notice, fails to proceed with the remedy(ies) within thirty (30) days or within

another period of time agreed to in writing, to comply with the terms of the warranty, the department may have the defects corrected and the vendor shall be liable for all expenses incurred. Equipment units that are defective beyond the feasible job repair at the time of final inspection by the department representative will be retained by the department, and used by occupants, without payment by the owner, until the vendor has replaced all such defective equipment with units conforming to the specifications

Installing vendors shall warrant the installation to be free of defects in workmanship and materials for a period of one year from the date of installation acceptance. Vendor shall respond to written complaints with five (5) days.

INSURANCE:

It is understood that all equipment and material supplied by the vendor shall remain their property until such time as accepted or paid for by the owner, and the vendor shall protect them with appropriate insurance against theft or other loss or damage. Vendor shall be held liable for any damages to Texas A&M University property occurring during installation

Texas A&M shall be listed as an additional insured party under each policy of insurance covering this project.

The vendor shall be required to provide proof of insurance in the amounts indicated herein. A copy of the insurance certificate shall be submitted to the Procurement Services office prior to any work being performed.

The vendor shall not commence work until all of the insurance specified herein has been obtained and certificated of such insurance in force have been filed with and accepted by Texas A&M University. Acceptance of insurance certificates by Texas A&M University shall not relieve or decrease the liability of the Vendor.

Insurance coverage shall provide for a 30-day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance in force shall include a notice that the policy or policies do contain these provisions. Unless otherwise specified, the vendor shall provide and maintain insurance until the scope of work is completed and accepted by Texas A&M University. The vendor's certificate of insurance in force, shall be submitted prior to start of installation and shall include a notice that the policies contain these provisions.