

Bryan Texas Utilities



BRYAN TEXAS UTILITIES

Procurement Office

205 East 28th Street

Bryan, TX 77803

(979) 821-5860 fax: (979) 821-5747

DATE ISSUED: June 19, 2009

REQUEST FOR BIDS

BID NO. 085-09-09

65,000' 477MCM, AAC, Conductor

&

19,000' - 4/0 ACSR, 6/1 Conductor

SEALED BIDS TO BE SUBMITTED BY :

2:00 pm, Tuesday, July 7, 2009



Important Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Bryan Texas Utilities, including affiliations and business and financial relationships such persons may have with Bryan Texas Utilities officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at: <http://www.btutilities.com/news/disclosure.aspx>.

If you are unable to obtain such information online, please contact the BTU Purchasing Agent at 821-5715 or mail to: BTUPurchasing@btutilities.com for further assistance regarding Chapter 176.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH BRYAN TEXAS UTILITIES, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

**GENERAL INSTRUCTIONS
FOR
BIDDING TO BRYAN TEXAS UTILITIES**

INSTRUCTIONS: These instructions apply to all bids and become a part of the terms and conditions of any bid submitted, unless bidder takes exception in writing when submitting bid.

FORM: Bids must be submitted on this form only, in single copy, unless otherwise stated. All bids submitted must be itemized with prices extended when practical. **BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID OR PROPOSAL.**

BID RETURN: Bid must be received and to ensure proper recognition upon its arrival, list the Bid Number on the outside of your envelope.

LATE BIDS: Bids must be received by the Procurement Office located at 205 East 28th Street – Bryan, Texas 77803 prior to the time indicated on this form. Late bids will not be opened and will be returned to the bidder upon written request.

ACCEPTANCE: Bryan Texas Utilities reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous in order to obtain the best value for Bryan Texas Utilities. Additionally, all bidders are hereby notified that Bryan Texas Utilities shall consider all factors it believes to be relevant in the selection of the lowest responsible bidder including, but not limited to the proximity of the bidder as it relates to his ability to perform the contract for Bryan Texas Utilities. The right is also reserved by Bryan Texas Utilities to award the bid to the bidder quoting the best delivery or completion date.

Bryan Texas Utilities also reserves the right to reject the bid of any bidder who previously failed to perform properly, or complete on time, agreements of similar nature, or to reject the bid of a bidder who is not in a position to perform such an agreement satisfactorily.

Bryan Texas Utilities is committed to obtaining its goods, products and services at the lowest price possible which benefits all the citizens of Bryan. Therefore, in order to accomplish this objective/goal, it is not the intention of Bryan Texas Utilities neither to write out vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's names, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. Bryan Texas Utilities shall be the sole judge whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of Bryan Texas Utilities shall be final.

"In literal compliance" in reference to standards and specifications shall mean the meeting or exceedance of all or nearly all of the said standards and specifications. If Bryan Texas Utilities determines that standards and specifications are in literal compliance where not all standards and specifications have been met or exceeded, Bryan Texas Utilities must base such a determination on its finding that any standards and specifications which have not been met or exceeded do not render the bidder product any less usable for the purpose for which it is intended.

ERROR-QUANTITY: Bids must be submitted on units of quantity specified. In the event of errors in extended prices, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

F.O.B.-DAMAGE: Bids will not be considered unless bid F.O.B. delivered Bryan, Texas. If shipping costs are not included in the unit bid price, bidder must give exact delivery cost, which is to be prepaid or added to the invoice. Bryan Texas Utilities assumes no liability of goods delivered in a damaged or unacceptable condition.

FIRM PRICES: Bid prices must be firm for a minimum of **90** days from the date of bid opening. In the case Contract Request Bids, the prices must remain firm for the period as specified on the bid. "Discount from list" bids are not acceptable unless specifically requested.

AUTHORIZED SIGNATURE: Bids must show full firm name and mailing address of bidder and be manually signed by an authorized sales or quotation representative of the bidder. Firm name and authorized signature should appear on each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

WITHDRAWAL-ALTERATION OF BIDS: Bids cannot be altered after receiving time or opening time. No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the Procurement Office.

QUANTITIES: Bryan Texas Utilities has the right to adjust line item quantities up and down at least 5% without incurring any penalty from the vendor.

LUMP SUM BIDS: Lump sum bids will be considered only if unit prices are quoted also. However, the totals of such quoted unit prices and the lump sum bids will not be considered if the price quoted also involves prices of commodities requested on an entirely separate bid request.

ALL-OR-NONE BIDS: All-or-none bids will be considered only if bidder quoted prices on all items requested. All-or-none bids will not be considered if prices quoted involved prices of items and services requested on an entirely separate bid request.

PAYMENT OF INVOICES: Invoices must be submitted by the successful bidder to Bryan Texas Utilities, Fiscal Services, P.O. 1000, Bryan, Texas 77805, (979) 821-5853. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the later.

CASH DISCOUNTS: Bidders may quote additional cash discount terms in the Cash Discount Column. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

TAXES: Bryan Texas Utilities is exempt from Federal Excise, State Sales and Transportation Taxes. **TAX MUST NOT BE INCLUDED IN BID.** Bryan Texas Utilities upon request will execute tax Exemption Certificates. Bryan Texas Utilities is statutorily exempt for State and Local Sales tax and a permit number is not required.

DELIVERY: Bids must show the number of consecutive calendar days required to deliver the materials, services or equipment under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding orders.

Should the Successful Bidder neglect, refuse, or fail to complete delivery of the material and services within the times stated in his bid for the initial order quantities. BTU shall have the right to deduct from and retain out of such moneys due, or which may become due and payable to the

Bidder the sum of three hundred dollars (\$300) per work day for each and every work day that delivery is delayed in its completion beyond the specified times, as liquidated damages and not as a penalty.

All deliveries are to be made to Bryan Texas Utilities – Electrical Warehouse located at 2200 Fountain Avenue, unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during normal working hours on normal working days. Unless otherwise indicated, items received must be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

EXTENSIONS OF DELIVERY TIME:

The delivery times stated in the Bid may, at BTU'S option, be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without fault of the Bidder, including acts of God, fires, floods, and acts and omissions of BTU with respect to matters for which BTU is solely responsible. Provided, however, that no such extension of time for completion shall be granted the Bidder unless within two (2) days after the happening of any event relied upon by the Bidder for such and extension of time the Bidder shall have made a request therefore in writing to BTU, and provided further that no delay in such time for completion or in the progress of the work which results from any of the above causes, except acts or omission of BTU shall result in any liability on the part of BTU. (NO EXTENSION will be given to Bidder for any manufacturer/supplier delays.)

LIABILITY: The successful bidder shall be liable for all damages incurred while in the performance of services pursuant to this request.

MATERIAL SAFETY DATA SHEETS: MSDS's must be provided prior to or with receipt of order and then revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communication Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

PATENTS, FRANCHISES, ETC.: The successful bidder agrees to protect Bryan Texas Utilities from any claim involving patent right infringements, copyrights or sales franchises.

NO BIDS: If bidder is unable to quote, the bid form should be returned to the Procurement Office before opening time, and reason given for not bidding if bidder desires to bid on future purchases.

ADDENDA: In the event of a needed change in the requirements sent to the bidder, it is understood that all the foregoing terms and conditions shall apply to the addendum or addenda.

Indemnification Agreement

The Contractor agrees to indemnify, hold harmless and defend Bryan Texas Utilities, its officers, agents and employees, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorney's fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that BTU/City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other person associated with the Contractor.

The Contractor agrees to indemnify and save Bryan Texas Utilities harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When Bryan Texas Utilities so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid discharged or waived.

Independent Contractor

Contractor acknowledges that Contractor is an independent contractor of Bryan Texas Utilities and that Contractor is not an employee, agent, official or representative of Bryan Texas Utilities. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of Bryan Texas Utilities. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to

create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirements of all Bryan Texas Utilities Contracts. I have read the provisions and agree to the terms of these provisions.

_____	_____
Company Name	Title
_____	_____
Signature	Date

Any exception taken to the indemnification provisions of the contract by the Bidder may constitute sufficient basis for disqualification of the bid proposal.

CONDUCTOR, AAC, BARE, 477 AND 795MCM

SPECIFICATIONS: Conductor, all aluminum, bare wire on non-returnable reel.

Maximum reel size shall be as follows:

Flange	66"
Traverse	28"
Drum	30"
Maximum Overall Width	34"
Arbor hole	3.125"

SEDC. #	SIZE	STRANDING	CODE NAME	LENGTH (feet)	WEIGHT (lbs)
03158	477	19	Cosmos	4,255	1,902
03151	795	37	Arbutus	4,965	3,700



MINIMUM STOCKING LEVEL:

APPROVED VENDORS: List of bidders to be supplied by purchasing agent April 9, 1990

CONDUCTOR, ACSR BARE, #4, 1/0, 2/0, 336.4, 397.5, 477, 636, 795

SPECIFICATIONS: Conductor, aluminum cable, steel reinforced
Hot dip galvanized steel center strand
on non-returnable reel.

SEDC. #	SIZE	STRANDING	CODE NAME	LENGTH (feet)	WEIGHT (lbs)	NOTES
03149	#4	7/1	Swanate	8,955	600	
03151	1/0	6/1	Raven	6,090	884	
03154	2/0	6/1	Quail	4,835	884	Maintenance Only
03156	4/0	6/1	Penguin	3,040	884	Maintenance Only
03167	336.4	18/1	Merlin	5,695	2,077	Maintenance Only
03166	397.5	26/7	Ibis	6,935	3,790	Maintenance Only
03795	477	26/7	Hawk	5,780	3,790	
23152	636	26/7	Grosbeak	4,335	3,791	Maintenance Only
03169	795	26/7	Drake	3,470	3,793	



MINIMUM STOCKING LEVEL:

APPROVED VENDORS: List of bidders to be supplied by purchasing agent

Bid Request No. 085-09-09

ITEM	QTY.	UNIT	BTU ID	MFG.	CAT. #	STD. QTY.	UNIT PRICE	EXTENDED TOTALS	EST. DEL.
477 AAC	65,000	FT.	3158				\$	\$	
4/0 ACSR	19,000	FT.	3156				\$	\$	

TOTAL LUMP SUM BID \$

BTU reserves the right to increase the feet up to 90,000' feet at the price quoted on the 477 AAC at the time of bid award

DEVIATIONS FROM SPECIFICATIONS

Bidder must itemize all deviations taken to the specifications. If there is not sufficient space, attach additional sheets as required. Unless otherwise stated by the bidder in the space provided below and on any additional sheets, the proposal or bid will be considered as being in strict accordance with the specifications outlined herein.

Paragraph Number	Specification	Proposed Deviation and Justification

CERTIFICATION OF BID

Re: 085-09-09

I, the undersigned, hereby certify and represent that I am duly authorized to submit this bid on behalf of the firm identified herein and that this firm hereby agrees to be bound by and is willing, capable and does qualify to comply with all the provisions specified herein for completion of the services requested at the terms and conditions as quoted.

Representative's Name: _____
(Please print or type)

Representative's Signature: _____

Representative's Title: _____

Date: _____

Bidding Firm Name and Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Bid Approvals

Date:

BTU Buyer: _____

BTU Div. Mgr. _____

BTU Gen. Mgr. _____

BTU Board Chair _____