

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
INVITATION FOR BID (IFB)**

**IFB NO.
8921**

OPENING: NOT LATER THAN 2:00 P.M., LOCAL TIME, TUESDAY, MAY 14, 2013

ALL BIDDERS are invited to be delivered to the District at the said hour and date for the following articles and under the conditions stated below. Bid response shall be submitted to either of the following addresses:

Special Delivery or Hand Delivery:
Purchasing Division
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
Lakeside Drive, 17th Floor
Oakland, CA 94612-3534

or

By U.S. Mail
Purchasing Division
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
P.O. Box 12688
Oakland, CA 94604-2688

For questions to: Diane Mendenhall, Buyer Tel. No.: (510) 464-6356
Email: dmenden@bart.gov

THIS IS NOT AN ORDER!

ADVERTISED DATE: April 19, 2013 mdd

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	BIDDERS USE THIS COLUMN FOR PRICING
	230	349.68	<u>MOTOR CONDENSER FAN</u>	
<p><u>ITEM TOTAL FROM PAGE 2:</u> The Item total is provided by the Bidder for the convenience of the District. The District will, however, recalculate the Item Total and award the Contract on the basis of the Unit Price bid. Should there be a discrepancy between the Item Total and Unit Price, Unit Price will govern.</p>				\$ 80,196.40

Submission of a bid constitutes bidder's acceptance of the General Provisions and Special Provisions contained herein.

DELIVERY: BART HAYWARD STOREROOM
LOCATION: 150 SANDOVAL WAY
HAYWARD, CA 94544

F.O.B Point DESTINATION

Name (Print) _____

Signature _____

Company _____

Address _____

City _____

State _____ Zip Code _____

Email _____

Fax No. _____ Tel. No. _____

Submit proposal on Bid Form.

DO NOT INCLUDE excise or sales taxes in price.

GENERAL PROVISIONS: See Pages GP-1 through GP-8

SPECIAL PROVISIONS (A): Page 1 Through 12.

SPECIAL PROVISIONS (B): Page 1 Through 14.

SPECIAL PROVISIONS (D - K): Page 1 Through 3.

DRAWING NUMBER: 017651 Rev. 00: Sheet 1 and 2.

Bid Form

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Terms and Conditions for Sourced Product

Sourcing Services

Grainger will source products not available through the Grainger General Catalog. Grainger does not source the following products: weapons, ammunition, explosives, aircraft products (including ground support equipment), products containing asbestos, nuclear-related products, products directly involved in production of final product (end unit), products with restricted distribution, or any product judged to be too great a liability risk by W.W. Grainger, Inc.

Pricing

The pricing model for Sourced Products is based on current market conditions and is competitive for spot buy situations on a per order basis.

Delivery

Please note that these products will be shipped directly from the manufacturer and as such will have longer delivery times based on availability from manufacturer. Please contact Grainger at time of order for any delivery time.

Warranty

GRAINGER'S STANDARD WARRANTY DOES NOT APPLY TO SOURCED ITEMS. GRAINGER, TO THE FULLEST EXTENT PERMITTED, PASSES THROUGH TO THE CITY/COUNTY ANY AND ALL MANUFACTURER AND SUPPLIER PRODUCT WARRANTIES.

Warranty Disclaimer

GRAINGER'S WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY APPLY TO SOURCED PRODUCTS.

WARRANTY DISCLAIMER. GRAINGER SHALL HAVE NO LIABILITY FOR, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION (I) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (II) ANY WARRANTY OR AFFIRMATION OF FACT RELATED TO MISUSE, IMPROPER SELECTION, RECOMMENDATION, OR MISAPPLICATION OF ANY PRODUCT; AND (III) ANY WARRANTY OR AFFIRMATION OF FACT THAT THE CATALOGS, LITERATURE AND WEBSITES IT PROVIDES ACCURATELY ILLUSTRATE AND DESCRIBE PRODUCTS.

LIMITATION OF LIABILITY. ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES IS EXPRESSLY DISCLAIMED. GRAINGER'S LIABILITY IN ALL EVENTS SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY. GRAINGER'S PAYMENT OF SUCH AMOUNT SHALL BE THE FINAL AND EXCLUSIVE REMEDY IN THE EXHAUSTION OR UNAVAILABILITY OF ANY OTHER REMEDY SPECIFIED HEREIN AND SHALL NOT BE CONSTRUED OR ALLEGED BY CUSTOMER TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Returns

A RGA (Returned Goods Authorization) must be issued by Grainger prior to returning Sourced Products; the RGA is good for 30 days after issuance. Returns will be sent directly to the sourced supplier, and not to a Grainger location, unless otherwise instructed in the RGA. Returned Sourced Products may incur a restocking fee of 35% of Sourced Product sell price, freight prepaid and added, unless shipment was the result of a Grainger or manufacturer error. Special manufactured and custom engineered products are sold on a "FINAL SALE" basis only and no changes, cancellation, returns or refunds are allowed.

Stocking Sourced Product

In the event that Grainger agrees to stock an agreed upon quantity of Sourced Products for City/County, upon expiration, cancellation or termination of the Agreement, City/County agrees to purchase all remaining stocked Sourced Product. Grainger will invoice City/County for such product within (30) days of expiration, cancellation or termination of the Agreement.