



205 East 28th Street – Bryan, Texas 77803
979-821-5860 Fax: 979-821-5747
btupurchasing@btutilities.com

Date Issued: March 4, 2010

***Request for Bids
BID # 052-06-10***

Description:

SAN Device with a 20TB Capacity

***SEALED Bids to Be Submitted By:
2:00 P.M., Thursday, March 18, 2010***



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.

SAN Device with a 20TB Capacity - Specification

- 1. HP StorageWorks P4500 G2 21.6TB SAS Multi-site SAN
(Four nodes, 12x450GB in each node)**
- 2. 3 Yr Support Plus support**

BID AMOUNT:_____

Delivery:_____

DEVIATIONS FROM SPECIFICATIONS

The Bidder must itemize all deviations taken to the specifications here. The specification, proposed deviation, and reason for the deviation shall be listed below. Additional sheets may be attached to the bid as required.

Specification	Proposed deviation from specification and reason
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Unless otherwise stated by the Bidder in the space provided above and on any additional sheets, the bid will be considered as being in strict accordance with the specifications outlined herein.

Mail SEALED bid to:

Bryan Texas Utilities
Procurement Office
Bid# 052-06-10
205 E. 28th Street
Bryan, Texas 77803

For **Technical** Questions Contact:

Tim Davis
Network/Server Administrator
Bryan Texas Utilities

979-821-5739 office
979-575-4425 cell
tdavis@btutilities.com

Information Regarding this **Document** Contact:

Phebe Mosley
Procurement Specialist
Bryan Texas Utilities

979-821-5860
(f)979-821-5747
pmosley@btutilities.com

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: Emailed Bid Requested

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 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 of 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.

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. If delivery is not made by the date specified on bid, entire order may be canceled and bidder's name removed from mailing list. On time delivery of all materials and drawings specified herein is of essence and will be a consideration in bid award. Should the Successful Bidder neglect, refuse, or fail to complete delivery of the material and drawings within the times stated in the bid, then, in that event, BTU shall have the right to obtain material from alternate sources and the original bidder shall be liable for any differences in cost incurred by BTU from the original bid price.

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.

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.

CERTIFICATION OF BID

Re: BID # 052-06-10

As an authorized representative of the bidding firm, I the undersigned hereby certify that this firm 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: _____

BTU Bid Approvals

Date

BTU Buyer: _____

BTU Div. Mgr. _____

BTU Grp. Mgr. _____

BTU Gen. Mgr. _____

BTU Board Chair _____