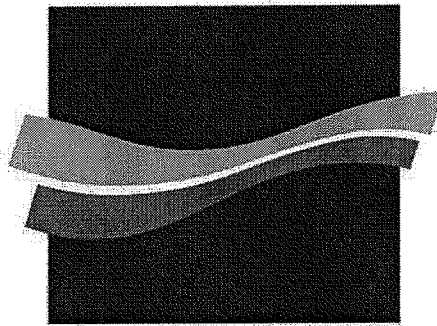


**CONTRACT DOCUMENTS
FOR
PURCHASE OF
POWER 6 MES UPGRADE COMPUTERS**



PORTCORPUSCHRISTI

PORT OF CORPUS CHRISTI AUTHORITY

PREPARED BY:

**PORT OF CORPUS CHRISTI AUTHORITY
INFORMATION TECHNOLOGY DEPARTMENT**

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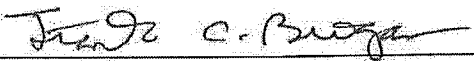
NOTICE TO BIDDERS
PURCHASE OF POWER 6 MES UPGRADE COMPUTERS
PORT OF CORPUS CHRISTI AUTHORITY

The Port of Corpus Christi Authority (PCCA) is currently accepting bids for the PURCHASE OF POWER 6 MES UPGRADE COMPUTERS. Bids for this purchase must be submitted in duplicate and in a sealed envelope addressed to Port of Corpus Christi Authority, 222 Power Street, Corpus Christi, Texas 78401, Attention: Gustavo Espinosa. Bids must be received at this address by 2:00 p.m., January 12, 2010, at which time, the bids will be publicly opened and read aloud. Bids may not be faxed to the PCCA office. The PCCA reserves the right to accept or reject any or all bids received.

Potential bidders will be furnished one set of Bid Documents free of charge. Bid Documents may be obtained at the PCCA office at the address listed above or by contacting Gustavo Espinosa (Gustavo@pocca.com; 361.885.6150) or Marvin Mooney (Marvin@pocca.com; 361.885.6149)

BY AUTHORITY OF THE PORT COMMISSION

PORT OF CORPUS CHRISTI AUTHORITY

BY: 
Frank C. Brogan, P.E., R.P.L.S.
Deputy Port Director
Engineering, Finance, and Administration

**BID FOR
PURCHASE OF POWER 6 MES UPGRADE COMPUTERS
PORT OF CORPUS CHRISTI AUTHORITY**

Port Commissioners
Port of Corpus Christi Authority
P. O. Box 1541
Corpus Christi, TX 78403

Gentlemen:

Pursuant to your Notice to Bidders for the PURCHASE OF POWER 6 MES UPGRADE COMPUTERS and the PCCA Purchase Order General Terms and Conditions, Special Conditions, and specifications, which are incorporated herein, the undersigned Seller submits the following Bid to furnish and deliver, FOB Corpus Christi, Texas, Power 6 MES Upgrade Computers in accordance with these Contract Documents.

The manufacturer's specifications and rating of the equipment that the Seller proposes to furnish are attached hereto and made a part of the Bid.

A. Option One: One (1) MES Upgrade IBM Power 6 System i 8203 Model E4A Computer MES Upgrade from Current Model 520 9406 i5.

Base Bid for Option One	\$ _____
1-Year Hardware Maintenance – i5 P20 (S/N 260ZM)	\$ _____
3-Year Hardware Maintenance – Power 6 P10 (S/N D2C2B)	\$ _____
1-Year Software Maintenance – i5 520 9406 P20 Server (S/N 260ZM)	\$ _____
3-Year Software Maintenance – Power 6 8203-E4A Server (S/N D2C2B)	\$ _____
Trade-In Value – IBM 6252-T0Z Printer (S/N 60637)	\$ _____
Trade-In Value – IBM TS3100 (3573-L2&) Tape Drives (S/N 78D9333 & S/N 78D9357)	\$ _____
Mimix Professional Implementation Services	\$ _____
One (1) Bosanova e-Twinax 2 Port Controller	\$ _____
One (1) Bosanova 7777es Operations Console	\$ _____
Installation Cost	\$ _____
Delivery Costs	\$ _____
Subtotal	\$ _____
Discount	\$ _____
Total Bid for Option One	\$ _____
(FOB Corpus Christi, Texas)	
Time of Delivery (in Calendar Days)	_____

B. Option Two: Two (2) MES Upgrade IBM Power 6 System i 8203 Model E4A Computers MES Upgrades from Current i5's.

Base Bid for Option Two	\$ _____
3-Year Hardware Maintenance ¹ – Power 6 P10 (S/N 260ZM)	\$ _____
3-Year Hardware Maintenance ¹ – Power 6 P10 (S/N D2C2B)	\$ _____
3-Year Software Maintenance ² – Power 6 8203 E-4A Server (S/N 260ZM)	\$ _____
3-Year Software Maintenance ² – Power 6 8203-E4A Server (S/N D2C2B)	\$ _____
Trade-In Value – 2 IBM TS3100 (3573-L2U) Tape Drives (S/N 78D9333 & S/N 78D9357)	\$ _____
Trade-In Value – IBM 6252-T0Z Printer (S/N 60637)	\$ _____
Mimix Professional Implementation Services	\$ _____
Two (2) Bosanova e-Twinax 2 Port Controller	\$ _____
Two (2) Bosanova 7777es Operations Console	\$ _____
Installation Cost	\$ _____
Delivery Costs	\$ _____
Subtotal	\$ _____
Discount	\$ _____
Total Bid for Option Two (FOB Corpus Christi, Texas)	\$ _____
Time of Delivery (in Calendar Days)	_____

C. Option Three: Two (2) Used IBM Power 6 System i 8203 Model E4A Computers to Replace Current i5's.

Base Bid for Option Three	\$ _____
3-Year Hardware Maintenance – Power 6 P10	\$ _____
3-Year Hardware Maintenance – Power 6 P10	\$ _____
3-Year Software Maintenance ³ – Power 6 8203-E4A Server (S/N 260ZM)	\$ _____
3-Year Software Maintenance ³ – Power 6 8203-E4A Server (S/N D2C2B)	\$ _____
Trade-In Value – 2 IBM TS3100 (3573-L2U) Tape Drives (S/N 78D9333 & S/N 78D9357)	\$ _____
Trade-In Value – IBM 6252-T0Z Printer (S/N 60637)	\$ _____
Mimix Professional Implementation Services	\$ _____
Two (2) Bosanova e-Twinax 2 Port Controllers	\$ _____
Two (2) Bosanova 7777es Operations Consoles	\$ _____
Installation Cost	\$ _____
Delivery Costs	\$ _____
Subtotal	\$ _____
Discount	\$ _____

¹ Includes one-year warranty on new equipment.
² Includes software subscription & support line service.
³ Includes software subscription and support line service.

Total Bid for Option Three
(FOB Corpus Christi, Texas)
Time of Delivery *(in Calendar Days)*

\$ _____

- D. The above price will include all labor, equipment, miscellaneous supplies, overhead, profit, insurance, and freight for furnishing the specified equipment. Bidder understands that this is a Lump Sum Bid.
- E. The PCCA is a governmental body, a political subdivision of the State of Texas, and as such, is not subject to federal or state taxes.
- F. The Power 6 MES Upgrade Computers will be delivered FOB Port of Corpus Christi Authority, 222 Power Street, Corpus Christi, Texas 78401, Attention: Gustavo Espinosa. All freight charges must be included in the lump sum price.
- G. The bid price is subject to acceptance by PCCA for a period of sixty (60) calendar days from the scheduled closing date for receiving bids.
- H. Bidder understands that the requirements stated in the Equipment Specifications are exact, and no substitutions or variances are allowed.
- I. Any qualification or exception to the requirements of these Contract Documents may cause the Bid to be rejected.
- J. Bidders are required to complete a Conflict of Interest Questionnaire (Form CIQ) and submit it with the bid if Bidder has:
 - 1. Any employment or other business relationship with any employee of the PCCA.
 - 2. Any employment or other business relationship with any relative of an employee of the PCCA.
 - 3. Given any gifts or services of more than \$250 in aggregate value to any employee or relative of an employee of the PCCA within the preceding 12-month period.
- K. Bidder understands that PCCA may select the lowest and/or most advantageous bid based on any combination of bid items.
- L. Bidder understands that PCCA reserves the right to reject any or all bids and to waive any formalities or informalities in the bidding.

Bidder acknowledges receipt of the following addenda:

(Company Name)

Respectfully submitted,

BIDDER: _____
(Company Name)

(Seal if bid is by a corporation)

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

(For all official correspondence)

COUNTY: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

CONTACT PERSON: _____

E-MAIL ADDRESS: _____

DATE: _____

Accepted Contract Price: \$ _____

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS:

BY: _____

John P. LaRue
Executive Director

DATE: _____

**PORT OF CORPUS CHRISTI AUTHORITY
SELLER INFORMATION SHEET**

Company Name

Telephone Number

Mailing Address

Names of Principal Owners or, if Corporation, Company Officers

Names of Major Stockholders, if not also Company Officers

Street Address of Main Office

A. COMPANY PROFILE

1. How many years has this company been in business? _____

2. Does company provide technical support in the Corpus Christi area? _____

3. Has company provided similar services to other organizations in the South Texas area?
If so, please list names of organizations and for how long the company provided
support services.

4. Please provide contact information (contact names and phone numbers) for three (3)
current clients with similar scopes of the services required by this contract.

5. How many support staff personnel will service our account? _____

6. Who will be the contact person(s) at your firm for our account? Please provide contact
information and resumes.

The undersigned hereby certifies that the above information is correct.

(Signature)

(Name)

(Title)

(Date)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

FORM CIO ADDENDUM

If a Port Vendor is required to file a new Form CIQ with respect to a Local Government Officer of the Port of Corpus Christi of Nueces County, Texas ("PCCA") pursuant to Section 176.006(a) of the Texas Local Government Code, then under Section 60.483(c) of the Texas Water Code the Vendor is also required to file the same completed Form CIQ with the Secretary of the Port Commission not later than the end of the seventh day after the Vendor begins contract negotiations with PCCA or forwards an application, a response to a request for proposal, correspondence, or other writings related to an agreement or potential agreement with PCCA.

Under Section 60.483(d) of the Water Code, a Port Vendor is required to file: (A) an updated Form CIQ with the Secretary of the Port Commission on September 1 of each year, if, during the preceding 12 months, the Vendor responded to a PCCA request for a proposal or otherwise communicated with PCCA in connection with negotiations of a potential agreement between the Vendor and PCCA; and (B) a corrected Form CIQ with the Secretary of the Port Commission after each event that makes a statement in the Vendor's most recent Form CIQ incomplete or inaccurate.

A contract for goods or services entered into between PCCA and a Port Vendor is voidable if the Vendor violates the requirements of Section 60.483 of the Water Code.

The mailing address of PCCA's Records Administrator is 222 Power Street, Corpus Christi, Texas 78401. Any Form CIQ filed with the Records Administrator pursuant to Section 176.006 of the Local Government Code will be deemed to have also been filed with the Secretary of the Port Commission pursuant to Section 60.483 of the Water Code, if the form is submitted with a cover letter stating that the form is being filed pursuant to Section 176.0006 of the Local Government Code and Section 60.483 of the Water Code.

Please refer to Section 60.483 of the Water Code for detailed information regarding the requirement to file a Conflict of Interest Questionnaire with the Secretary of the Port Commission.

**PCCA PURCHASE ORDER
GENERAL TERMS & CONDITIONS**

1. Purchaser may require Seller's acceptance and agreement to all terms hereof by signature of Seller and/or Seller's agent on front hereof and return of one copy to Purchaser.
2. Acceptance of this order is expressly limited to the terms hereof. Notwithstanding any acceptance or acknowledgment by Seller containing additional or different terms and conditions, performance by Seller pursuant to this order will be deemed an acceptance of and agreement to the terms hereof. Unless Purchaser is promptly notified to the contrary, acceptance of this Purchase Order and the terms hereof will be assumed upon receipt by Seller.
3. Time is of the essence in the performance of this agreement.
4. Delivery will be made on the date and at the place specified herein. Purchaser may, at its option, charge Seller for expenses incurred for storage of goods delivered by Seller significantly in advance of the delivery date specified herein. Seller will suitably pack, mark, and ship all goods in accordance with all requirements of common carrier or specific written instructions from Purchaser. Seller will utilize the lowest cost transportation available, consistent with required services and delivery date. Shipment by alternate means or at premium rates must be authorized in writing by Purchaser prior to shipment. No charges for packing, packaging materials, or drayage will be allowed unless expressly agreed in writing by Purchaser. Delivery will not be complete until goods are actually received and inspected by Purchaser. Each shipment must be accompanied by a complete packing list, referencing the purchase number indicated on the front hereof.
5. Notwithstanding any agreement to pay freight or shipping charges, and unless stated otherwise herein, title and risk of loss or damage will be Seller's until such goods are received and inspected by Purchaser.
6. All goods and/or services provided hereunder will be subject to inspection by Purchaser at all reasonable times, and Purchaser is entitled to reject non-conforming goods and/or services. Any goods and/or services rejected by Purchaser will be promptly repaired or replaced to Purchaser's satisfaction at Seller's expense, including expenses of returning defective goods to Seller.
7. No substitution of goods and/or services specified herein is allowed without written consent of Purchaser.
8. Seller warrants that it has good and merchantable title to the goods sold hereunder and that said goods conform to all applicable descriptions, specifications, and samples. All goods sold hereunder must be of good merchantable quality and fit for the use intended and known purposes for which they are sold, and clear of all liens and encumbrances. These

affirmations are in addition to any warranty or service guarantee given by Seller to Purchaser or provided by law.

9. **Seller agrees to defend, protect, reimburse, indemnify and hold Purchaser harmless and free at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines, and causes of action of every kind and character from any cause whatsoever, made, incurred, sustained, or initiated by any party hereto, any party acquiring an interest hereunder, any agent or employer of any party hereto or of any party acquiring an interest hereunder, any third party or any party whomsoever, or any governmental agency, arising out of, incident to, or in connection with this Purchase Order or the performance or nonperformance or purported or attempted performance of the work or services, or breach of the terms hereof, and from and against all costs, reasonable attorney's fees, expense and liability incurred in or about any such claim or cause of action; provided, however, that Seller is not responsible for damages arising out of bodily injury or damage to property attributable to the sole negligence of Purchaser, any of the agents, servants, or employees of Purchaser.**
10. Payment is contingent upon receipt and acceptance by Purchaser of the goods and/or services specified herein, and the receipt by Purchaser of an invoice itemizing the goods and/or services invoiced for payment and referencing the Purchaser Order Number appearing on the face hereof.
11. No charges in addition to those indicated on the face hereof or increase in prices specified herein is allowed unless agreed to in writing by Purchaser.
12. This agreement may be terminated by Purchaser at any time, whether or not Seller is in default of any provision of this agreement, upon ten (10) days written notice to Seller. Upon any such termination, Seller will cease work and/or preparations in connection with the performance of this agreement. Purchaser and Seller will agree upon the amount, if any, to be paid by Purchaser to Seller, which, when added to any installments previously paid to Seller, represents compensation to Seller for the percentage or degree of performance of the work specified herein which was accomplished by Seller prior to termination.
13. Neither this contract nor any claim against Purchaser arising directly or indirectly out of or in connection with this contract will be assignable by Seller without Purchaser's written consent.
14. Upon acceptance, Purchaser will be vested with all rights of ownership in and to all goods and/or services purchased hereunder.
15. If performance by either Purchaser or Seller of any obligations or undertakings hereunder is interrupted or delayed by any occurrence not occasioned by either party and beyond the control of either party, whether by an act of God, or the result of war, fire, explosion, civil

commotion, or acts of the sovereign, such performance will be suspended for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

16. The rights and remedies of Purchaser hereunder in the event of default are cumulative, and the exercise thereof will be without prejudice to the enforcement of any other right or remedy authorized by law or by this agreement.
17. This agreement is governed by and construed in accordance with the laws of the state of Texas.
18. The parties agree that this contract sets forth their entire agreement and supersedes all prior agreements, whether written or oral. Any other agreement, statement or promise made by any party to any employee, officer or agent of any party which is not contained in this agreement will not be valid or binding.
19. Seller warrants that all goods furnished hereunder have been manufactured, processed and delivered in conformance with all applicable laws, including but not limited to, the Fair Labor Standards Act, as amended; the Civil Rights Act of 1964; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375 and 11141 and Title 41, Chapter 60, Code of Federal Regulations ("CFR"); the Vietnam Era Veterans Readjustment Act of 1974; Executive Order 11701 and Title 41, Parts 50-250 and 60-260, CFR; the Rehabilitation Act of 1973; Executive Order 11758 and Title 41, Part 60-1.741, CFR, relating to Employment of Handicapped Workers; Executive Order 11625 and Title 41, Subpart 1-1.13, CFR, relating to Minority Business Enterprises; Title 41, Section 1-1.710-3, CFR, relating to Small Business Concerns; Title 41, Sections 1-1.805-3, 1-1.1310-2(b) and 1-1.710-3(b), CFR, relating to Labor Surplus Area concerns; the Transportation Safety Act of 1974; the Toxic Substances Control Act of 1976; and all amendments thereto and rules, regulations, and orders thereunder. Seller agrees that all provisions of such Orders, Acts, Rules, and Regulations, as they may be amended or superseded, are hereby made a part hereof by reference and are binding on Seller. Seller further agrees to provide Purchaser with any written certification required by any of the provisions of the foregoing statutes, rules, and regulations.
20. Purchaser is required by law to comply with Executive Order No. 11246 pertaining to Equal Employment Opportunity and has agreed, during the performance of this contract, that:
 - (A) It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. It has agreed to post, in conspicuous places available to employees and applicants for

employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

- (B) It will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (C) It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- (D) It will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (E) It will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (F) In the event of its noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and it may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (G) It will include the provisions of subparagraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. It will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event it becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, it may request the United States to enter into such litigation to protect the interests of the United States.

During the performance of this contract, Seller agrees to comply with the terms of Executive Order No. 11246 and agrees that each of the provisions specified in this Section 20 will be applicable to Seller as well as Purchaser.

SPECIAL CONDITIONS

These Special Conditions apply to all computer equipment of any and every kind described in the detailed specifications, as a whole, as well as the separate items thereof.

1. **DEFINITIONS:** Whenever the following terms are used in the specifications, the meaning will be as follows:

Purchaser: Port of Corpus Christi Authority of Nueces County, Texas.

PCCA: Port of Corpus Christi Authority of Nueces County, Texas.

Seller: The party or parties who undertake to furnish the computer equipment in accordance with the specifications.

2. **CONTRACT DOCUMENTS:** The Notice to Bidders, PCCA Purchase Order General Terms and Conditions, Special Conditions, Bid, Purchase Order, and Equipment Specifications constitute the Contract Documents and are intended to be cooperative and must be construed jointly.
3. **ADDENDA TO CONTRACT DOCUMENTS.** Any bidder who is in doubt as to the meaning of any part of the Contract Documents must submit a written request to Purchaser for an interpretation of the part of the Contract Documents in question. The written request must be submitted early enough so that it will be received by Purchaser at least four (4) working days prior to the date that Bids are to be received.

Written requests for information received less than four (4) working days before the time set for receiving Bids will not be considered unless Purchaser determines an emergency exists; in which case, facsimile transmissions or overnight express delivery interpreting the Contract Documents will be sent to the bidders.

Any addendum to the Contract Documents may modify or otherwise change the meaning or purpose of any part of the Contract Documents. Such addenda will be incorporated in and become a part of the Contract Documents, and the Seller will acknowledge receipt of same in his Bid.

4. **BID EXCEPTIONS, DEVIATIONS, OR QUALIFIED BIDS.** When submitting the Bid, the bidder must not qualify his bid, take exception to, or deviate from the requirements of the Contract Documents. Any such action on the part of the bidder may result in the bid being considered non-responsive or not in the best interest of Purchaser. Once submitted, the bidder may not change his bid in any way. If the bidder desires a change in the requirements of the Contract Documents, he must submit a request for an addendum before bids are due as outlined in paragraph 3, "Addenda to Contract Documents," of these Special Conditions. The bidder should explain the changes requested and the reasons therefor.

5. **BID PROTEST PROCEDURE.** In the event that a bidder wishes to protest the award of a contract by Purchaser, the following procedure must be followed. The bidder wishing to protest the award must submit a written Notice of Intent to Protest. In this protest, the bidder must state the reason for the protest and state all reasons why the award should not be approved. This written notice must be addressed to Frank C. Brogan, P.E., R.P.L.S., Deputy Port Director of Engineering, Finance and Administration, Port of Corpus Christi Authority, P.O. Box 1541, Corpus Christi, Texas 78403, and received at least seven (7) days prior to the date of the meeting of the Port Commission at which award of the contract is scheduled to take place. Bidders failing to submit a protest as specified above may not be afforded an opportunity to speak before the Port Commission relative to award of the contract.
6. **NEW EQUIPMENT:** All equipment furnished by Seller under these specifications must be new and not previously used unless specifically designated as "used equipment."
7. **TIME OF DELIVERY:** Each Bid must state the number of calendar days from the date of Purchaser's Notice to Proceed that Seller will be required to make ready and deliver the computer equipment to the PCCA at 222 Power Street, Corpus Christi, Texas 78401.
8. **EXTENSION OF TIME:** Extension of time for delivery of the computer equipment beyond that set forth in the Bid may be granted by Purchaser, but such extension of time must be specifically agreed to in writing by Purchaser and will not be implied from any cause or under any circumstance. Extension of time may be granted for reasons or causes beyond the control of Seller, such as acts of God, unusual storms, fire (not the result of negligence), unavoidable accidents, strikes, *etc.* Seller will at once notify Purchaser in writing of any such occurrence so that Purchaser may be fully informed when delivery may be expected. However, in the event of extended delays for whatever reasons, Purchaser reserves the right to cancel this contract.
9. **AWARD OF CONTRACT:** It is anticipated this contract will be awarded at the Port Commission meeting on February 9, 2010.

Purchaser reserves the right to reject any and all Bids received, to waive formalities or informalities in any Bid, and to accept any alternate or combination of alternates that is considered by Purchaser to be in its best interest.

If a Bid is accepted by Purchaser, a written Purchase Order will be issued to Seller. This document will indicate the terms of the Bid which were accepted (*i.e.*, base bid and any alternate, additive, and/or deductive bids). Seller will not order any equipment or incur any expense until a written Purchase Order has been issued by Purchaser for the purchase of the computer equipment. The date of the Purchase Order will mark the beginning for the Time of Delivery. The Purchase Order will identify the maximum duration of the delivery period which will be not more than that identified in the Bid. No other notice, whether verbal or written, will be interpreted as authorizing Seller to order the computer equipment and incur costs.

10. **CONFLICT OF INTEREST.** If you (Contractor) contract with or seek to contract with the PCCA for the sale or purchase of property, goods, or services, or if you are an agent (Agent) for a Contractor, you must file a completed Form CIQ with PCCA's Records Administrator in accordance with Chapter 176 of the Texas Local Government Code and Subchapter P of Chapter 60 of the Texas Water Code. Both of these laws require a Contractor or Agent to disclose affiliation or business relationships that might cause a conflict of interest.

If you are required to file Form CIQ with PCCA's Records Administrator but fail to do so, this contract is voidable.

Form CIQ and an informational addendum can be obtained at the following web address:
www.portccopportunities.com/notice2vendors.htm.

11. **PAYMENT:** No partial payments will be made. The computer equipment will be paid for in its entirety upon delivery and final acceptance by Purchaser. Purchaser will, within 20 days after acceptance of the computer equipment, make payment in full at the accepted price shown in the Bid.
12. **INFRINGEMENT OF PATENT:** Seller and/or manufacturer is responsible for all claims made against Purchaser for any patent infringement or any article or process used by the manufacturer. Seller and/or manufacturer will save and hold Purchaser harmless from all costs, expenses, and damages that Purchaser may be obliged to pay by reason of any such infringement.

**EQUIPMENT SPECIFICATIONS
PURCHASE OF POWER 6 MES UPGRADE COMPUTERS
PORT OF CORPUS CHRISTI AUTHORITY**

GENERAL:

- A. All used items must have IBM warranty until system(s) are implemented.
- B. Systems are required to have 50 users minimum.
- C. License keys will be provided from IBM by the proposer for all current software licenses migrated from the System i i5 P20 and i5 P10 i5/OS to the new/used 8203 E4A Power 6 models for both production and backup computer systems.
- D. Mimix Professional Implementation Services provided by Vision (Lakeview) or if company has Mimix experience. Must install and implement from current i5's to new Power 6 System i. Company must have proof of Mimix experience in installation, implementation, and upgrades.

MAINTENANCE AND SUPPORT:

- A. The term of the new hardware Maintenance agreement is two (2) years from the date of the original contract after the one year warranty.
- B. The term of the used hardware Maintenance agreement is three (3) years from the date of the original contract.
- C. The term of the software Maintenance agreement is three (3) years from the date of the original contract.
- D. Hardware and software maintenance is to end on the same date.

TRADE-INS:

- A. One (1) IBM 6252 printer is available for trade-in. Please include in quote.
- B. Two (2) IBM TS3100 tape drives are available for trade-in. Serial numbers on line items. Please include in quote.

The following specifications are exact, and no substitutions or variances are allowed.

Option 1

9406-520 8203-E4A MES Upgrade Power 6 Production Server*

<u>Item</u>	<u>Description</u>	<u>Qty</u>
Server 1		
8203 Model E4A (S/N D2C2B)		1
41	Device Parity Protection-All	1
267	IBM i Operating System Partition Specify	1
348	V.24/EIA232 20-Ft PCI Cable	1
534	IBM i 6.1 Specify Code	1
444	CBU Specify	1
551	19 inch, 1.8 meter high rack	1
719	Load Source Not in CEC	1
727	Specify #5886 Load Source placement	1
839	#3677 Load Source Specify	1
1025	Modem Cable - US/Canada	5
1827	Serial-UPS Conversion Cable	1
1877	Op Panel Cable for Rack-mount Drawer w/3.5 DASD	1
2145	Primary OS - IBM i	1
3677	139.5GB 15k rpm SAS Disk Drive	8
3692	SAS Cable (YO) Adapter to SAS Enclosure, Single Controller/Dual Path 3 M	1
4524	16384MB (2x8192MB) RDIMMs, 400 MHz, 1Gb Stacked DRAM	1
5000	Software Preload Required	1
5553	Sys Console-Ethernet No IOP	1
5577	2-core 4.7 GHz POWER6 Processor Card, 4 Memory DIMM Slots	1
5578	One Processor Activation for Processor Feature #5577	1
5579	Zero-priced Processor Activation for #5577	1
5624	4-port 1 Gb Integrated Ethernet Daughter Card	1
5743	SATA Slimline DVD-ROM Drive	1
5886	EXP 12S Expansion Drawer	1
5901	PCIe Dual - x4 SAS Adapter	1
5904	PCI-X DDR 1.5GB cache SAS RAID Adapter	1
6246	1.8m Rack Trim Kit	1
6458	Power Cable -- Drawer to IBM PDU, 14-foot, 250V/10A	2
6470	6-Ft 125V/15A Power Cord	1
6654	14-Ft 1PH/24-30A Pwr Cord	1
6671	Power Cord (9-foot), Drawer to IBM PDU, 250V/10A	1
7114	IBM/OEM Rack-Mount Drawer Rail Kit	1
7188	Power Distribution Unit	1
7200	IBM Rack-mount Drawer Bezel and Hardware	1
7703	Power Supply, 950 Watt AC, Hot-swap, Base and Redundant	2
8310	DASD/Media Backplane for 3.5 DASD/SATA DVD/Tape with External SAS Port	1
9300	Language Group Specify - US English	1
9743	Notify CSO After Install	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
Tape Autoloader		
	3572-S4H TS2900 w/LTO4 HH SAS Drive	1
5502	2.0M Mini-SAS/Mini-SAS 1x Cable	1
7006	3572 Rack Mount Kit	1
9400	Attached to i5/OS or OS/400 System	1
9800	2.8m Power Cord, 125V 15A, US/Canada	1
Upgrade from 9406 Model 520 to 8203-Model E4A		1
267	IBM i Operating System Partition Specify	1
534	IBM i 6.1 Specify Code	1
719	Load Source Not in CEC	1
727	Specify #5886 Load Source placement	1
839	#3677 Load Source Specify	1
1877	Op Panel Cable for Rack-mount Drawer w/3.5 D	1
2145	Primary OS - IBM i	1
3677	139.5GB 15k rpm SAS Disk Drive	8
3692	SAS Cable (YO) Adapter to SAS Enclosure, Sin	1
4524	16384MB (2x8192MB) RDIMMs, 400 MHz, 1Gb Stacked DRAM	1
5553	Sys Console-Ethernet No IOP	1
5578	One Processor Activation for Processor Feature	1
5579	Zero-priced Processor Activation for #5577	1
5624	4-port 1 Gb Integrated Ethernet Daughter Card	1
5743	SATA Slimline DVD-ROM Drive	1
5886	EXP 12S Expansion Drawer	1
5901	PCIe Dual - x4 SAS Adapter	1
5904	PCI-X DDR 1.5GB cache SAS RAID Adapter	1
6458	Power Cable -- Drawer to IBM PDU, 14-foot, 250V/10A	2
6671	Power Cord (9-foot), Drawer to IBM PDU, 250V, 10A	1
7114	IBM/OEM Rack-Mount Drawer Rail Kit	1
7200	IBM Rack-mount Drawer Bezel and Hardware	1
7703	Power Supply, 950 Watt AC, Hot-swap, Base and Redundant	2
8310	DASD/Media Backplane for 3.5 DASD/SATA DVD/Tape W/External SAS	1
9743	Notify CSO After Install	1

Option 2

9406-520 8203-E4A MES Upgrade Power 6 Production Server*

<u>Item</u>	<u>Description</u>	<u>Qty</u>
Server 1		
8203 Model E4A (S/N 260ZM)		1
41	Device Parity Protection-All	1
267	IBM i Operating System Partition Specify	1
348	V.24/EIA232 20-Ft PCI Cable	1
534	IBM i 6.1 Specify Code	1
551	19 inch, 1.8 meter high rack	1
719	Load Source Not in CEC	1
839	#3677 Load Source Specify	1
1025	Modem Cable - US/Canada	5
1827	Serial-UPS Conversion Cable	1
1877	Op Panel Cable for Rack-mount Drawer w/3.5 DASD	1
2145	Primary OS - IBM i	1
3677	139.5GB 15k rpm SAS Disk Drive	8
3692	SAS Cable (YO) Adapter to SAS Enclosure, Single Controller/Dual Path 3 M	1
4524	16384MB (2x8192MB) RDIMMs, 400 MHz, 1Gb Stacked DRAM	1
5000	Software Preload Required	1
5553	Sys Console-Ethernet No IOP	1
5577	2-core 4.7 GHz POWER6 Processor Card, 4 Memory DIMM Slots	1
5578	One Processor Activation for Processor Feature #5577	1
5579	Zero-priced Processor Activation for #5577	1
5624	4-port 1 Gb Integrated Ethernet Daughter Card	1
5743	SATA Slimline DVD-ROM Drive	1
5886	EXP 12S Expansion Drawer	1
5901	PCIe Dual - x4 SAS Adapter	1
5904	PCI-X DDR 1.5GB cache SAS RAID Adapter	1
6246	1.8m Rack Trim Kit	1
6458	Power Cable -- Drawer to IBM PDU, 14-foot, 250V/10A	2
6470	6-Ft 125V/15A Power Cord	1
6654	14-Ft 1PH/24-30A Pwr Cord	1
6671	Power Cord (9-foot), Drawer to IBM PDU, 250V/10A	1
7114	IBM/OEM Rack-Mount Drawer Rail Kit	1
7188	Power Distribution Unit	1
7200	IBM Rack-mount Drawer Bezel and Hardware	1
7703	Power Supply, 950 Watt AC, Hot-swap, Base and Redundant	2
8310	DASD/Media Backplane for 3.5 DASD/SATA DVD/Tape with External SAS Port	1
9300	Language Group Specify - US English	1
9743	Notify CSO After Install	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
Tape Autoloader		
	3572-S4H TS2900 w/LTO4 HH SAS Drive	1
5502	2.0M Mini-SAS/Mini-SAS 1x Cable	1
7006	3572 Rack Mount Kit	1
9400	Attached to i5/OS or OS/400 System	1
9800	2.8m Power Cord, 125V 15A, US/Canada	1
Upgrade from 9406 Model 520 to 8203 Model E4A		
267	IBM i Operating System Partition Specify	1
534	IBM i 6.1 Specify Code	1
719	Load Source Not in CEC	1
727	Specify #5886 Load Source placement	1
839	#3677 Load Source Specify	1
1877	Op Panel Cable for Rack-mount Drawer w/3.5 D	1
2145	Primary OS - IBM i	1
3677	139.5GB 15k rpm SAS Disk Drive	8
4524	16384MB (2x8192MB) RDIMMs, 400 MHz, 1Gb Stacked DRAM	1
5553	Sys Console-Ethernet No IOP	1
5578	One Processor Activation for Processor Featu	1
5579	Zero-priced Processor Activation for #5577	1
5624	4-port 1 Gb Integrated Ethernet Daughter Card	1
5743	SATA Slimline DVD-ROM Drive	1
5886	EXP 12S Expansion Drawer	1
5901	PCIe Dual - x4 SAS Adapter	1
5904	PCI-X DDR 1.5GB cache SAS RAID Adapter	1
6458	Power Cable -- Drawer to IBM PDU, 14-foot, 250V/10A	2
6671	Power Cord (9-foot), Drawer to IBM PDU, 250V/10A	1
7114	IBM/OEM Rack-Mount Drawer Rail Kit	1
7200	IBM Rack-mount Drawer Bezel and Hardware	1
7703	Power Supply, 950 Watt AC, Hot-swap, Base and Redundant	2
8310	DASD/Media Backplane for 3.5 DASD/SATA DVD/Tape W/External SAS	1
9743	Notify CSO After Install	1

Option 2 (Continued)
9406-520 8203-E4A MES Upgrade_Power 6 Production Server*

<u>Item</u>	<u>Description</u>	<u>Qty</u>
Server 1		
	8203 Model E4A (S/N D2C2B)	1
41	Device Parity Protection-All	1
205	RISC-to-RISC Data Migration	1
267	IBM i Operating System Partition Specify	1
348	V.24/EIA232 20-Ft PCI Cable	2
444	CBU SPECIFY	1
534	IBM i 6.1 Specify Code	1
551	19 inch, 1.8 meter high rack	1
719	Load Source Not in CEC	1
727	Specify #5886 Load Source placement	1
839	#3677 Load Source Specify	1
1025	Modem Cable - US/Canada	1
1827	Serial-UPS Conversion Cable	1
1877	Op Panel Cable for Rack-mount Drawer w/3.5 DASD	1
2145	Primary OS - IBM i	1
3677	139.5GB 15k rpm SAS Disk Drive	8
3692	SAS Cable (YO) Adapter to SAS Enclosure, Single Controller/Dual Path 3 M	1
4524	16384MB (2x8192MB) RDIMMs, 400 MHz, 1Gb Stacked DRAM	1
5553	Sys Console-Ethernet No IOP	1
5577	2-core 4.7 GHz POWER6 Processor Card, 4 Memory DIMM Slots	1
5578	One Processor Activation for Processor Feature #5577	1
5579	Zero-priced Processor Activation for #5577	1
5624	4-port 1 Gb Integrated Ethernet Daughter Card	1
5743	SATA Slimline DVD-ROM Drive	1
5886	EXP 12S Expansion Drawer	1
5901	PCIe Dual - x4 SAS Adapter	1
5904	PCI-X DDR 1.5GB cache SAS RAID Adapter	1
6246	1.8m Rack Trim Kit	1
6458	Power Cable -- Drawer to IBM PDU, 14-foot, 250V/10A	2
6470	6-Ft 125V/15A Power Cord	1
6654	14-Ft 1PH/24-30A Pwr Cord	1
6671	Power Cord (9-foot), Drawer to IBM PDU, 250V/10A	1
7114	IBM/OEM Rack-Mount Drawer Rail Kit	1
7188	Power Distribution Unit	1
7200	IBM Rack-mount Drawer Bezel and Hardware	1
7703	Power Supply, 950 Watt AC, Hot-swap, Base and Redundant	2
8310	DASD/Media Backplane for 3.5 DASD/SATA DVD/Tape with External SAS Port	1
9300	Language Group Specify - US English	1
9743	Notify CSO After Install	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
Tape Autoloader		
	3572-S4H TS2900 w/LTO4 HH SAS Drive	1
		1
5502	2.0M Mini-SAS/Mini-SAS 1x Cable	1
7006	3572 Rack Mount Kit	1
9400	Attached to i5/OS or OS/400 System	1
9800	2.8m Power Cord, 125V 15A, US/Canada	1
Upgrade from 9606 Model 520 (S/N D2C2B) to 8203 Model E4A (S/N D2C2B)		1
267	IBM i Operating System Partition Specify	1
444	CBU SPECIFY	1
534	IBM i 6.1 Specify Code	1
719	Load Source Not in CEC	1
727	Specify #5886 Load Source placement	1
839	#3677 Load Source Specify	1
1877	Op Panel Cable for Rack-mount Drawer w/3.5 DASD	1
2145	Primary OS - IBM i	1
3677	139.5GB 15k rpm SAS Disk Drive	8
3692	SAS Cable (YO) Adapter to SAS Enclosure, Sin	1
4524	16384MB (2x8192MB) RDIMMs, 400 MHz, 1Gb Stacked DRAM	1
5553	Sys Console-Ethernet No IOP	1
5578	One Processor Activation for Processor Feature	1
5579	Zero-priced Processor Activation for #5577	1
5624	4-port 1 Gb Integrated Ethernet Daughter Card	1
5743	SATA Slimline DVD-ROM Drive	1
5886	EXP 12S Expansion Drawer	1
5901	PCIe Dual - x4 SAS Adapter	1
5904	PCI-X DDR 1.5GB cache SAS RAID Adapter	1
6458	Power Cable -- Drawer to IBM PDU, 14-foot, 250V/10A	2
6671	Power Cord (9-foot), Drawer to IBM PDU, 250V/10A	1
7114	IBM/OEM Rack-Mount Drawer Rail Kit	1
7200	IBM Rack-mount Drawer Bezel and Hardware	1
7703	Power Supply, 950 Watt AC, Hot-swap, Base and Redundant	2
8310	DASD/Media Backplane for 3.5 DASD/SATA DVD/T	1
9743	Notify CSO After Install	1

Option 3
8203-E4A Used Power 6 Production Server*

<u>Item</u>	<u>Description</u>	<u>Qty</u>
Server 1		
8203 Model E4A		
		1
41	Device Parity Protection-All	1
267	IBM i Operating System Partition Specify	1
348	V.24/EIA232 20-Ft PCI Cable	1
534	IBM i 6.1 Specify Code	1
551	19 inch, 1.8 meter high rack	1
719	Load Source Not in CEC	1
727	Specify #5886 Load Source placement	1
839	#3677 Load Source Specify	1
1025	Modem Cable - US/Canada	5
1827	Serial-UPS Conversion Cable	1
1877	Op Panel Cable for Rack-mount Drawer w/3.5 DASD	1
2145	Primary OS - IBM i	1
3677	139.5GB 15k rpm SAS Disk Drive	8
3692	SAS Cable (YO) Adapter to SAS Enclosure, Single Controller/Dual Path 3 M	1
4524	16384MB (2x8192MB) RDIMMs, 400 MHz, 1Gb Stacked DRAM	1
5000	Software Preload Required	1
5553	Sys Console-Ethernet No IOP	1
5577	2-core 4.7 GHz POWER6 Processor Card, 4 Memory DIMM Slots	1
5578	One Processor Activation for Processor Feature #5577	1
5579	Zero-priced Processor Activation for #5577	1
5624	4-port 1 Gb Integrated Ethernet Daughter Card	1
5743	SATA Slimline DVD-ROM Drive	1
5886	EXP 12S Expansion Drawer	1
5901	PCIe Dual - x4 SAS Adapter	1
5904	PCI-X DDR 1.5GB cache SAS RAID Adapter	1
6246	1.8m Rack Trim Kit	1
6458	Power Cable -- Drawer to IBM PDU, 14-foot, 250V/10A	2
6470	6-Ft 125V/15A Power Cord	1
6654	14-Ft 1PH/24-30A Pwr Cord	1
6671	Power Cord (9-foot), Drawer to IBM PDU, 250V/10A	1
7114	IBM/OEM Rack-Mount Drawer Rail Kit	1
7188	Power Distribution Unit	1
7200	IBM Rack-mount Drawer Bezel and Hardware	1
7703	Power Supply, 950 Watt AC, Hot-swap, Base and Redundant	2
8310	DASD/Media Backplane for 3.5 DASD/SATA DVD/Tape with External SAS Port	1
9300	Language Group Specify - US English	1
9743	Notify CSO After Install	1

Option 3 (Continued)

<u>Item</u>	<u>Description</u>	<u>Qty</u>
Tape Autoloader		
3572-S4H TS2900 w/LTO4 HH SAS Drive		1
5502	2.0M Mini-SAS/Mini-SAS 1x Cable	1
7006	3572 Rack Mount Kit	1
9400	Attached to i5/OS or OS/400 System	1
9800	2.8m Power Cord, 125V 15A, US/Canada	1

8203-E4A Used Power 6 Production Server*

Server 1		
8203 Model E4A		1
41	Device Parity Protection-All	1
205	RISC-to-RISC Data Migration	1
267	IBM i Operating System Partition Specify	1
348	V.24/EIA232 20-Ft PCI Cable	2
444	CBU SPECIFY	1
534	IBM i 6.1 Specify Code	1
551	19 inch, 1.8 meter high rack	1
719	Load Source Not in CEC	1
727	Specify #5886 Load Source placement	1
839	#3677 Load Source Specify	1
1025	Modem Cable - US/Canada	1
1827	Serial-UPS Conversion Cable	1
1877	Op Panel Cable for Rack-mount Drawer w/3.5 DASD	1
2145	Primary OS - IBM i	1
3677	139.5GB 15k rpm SAS Disk Drive	8
3692	SAS Cable (YO) Adapter to SAS Enclosure, Single Controller/Dual Path 3 M	1
4524	16384MB (2x8192MB) RDIMMs, 400 MHz, 1Gb Stacked DRAM	1
5553	Sys Console-Ethernet No IOP	1
5577	2-core 4.7 GHz POWER6 Processor Card, 4 Memory DIMM Slots	1
5578	One Processor Activation for Processor Feature #5577	1
5579	Zero-priced Processor Activation for #5577	1
5624	4-port 1 Gb Integrated Ethernet Daughter Card	1
5743	SATA Slimline DVD-ROM Drive	1
5886	EXP 12S Expansion Drawer	1
5901	PCIe Dual - x4 SAS Adapter	1
5904	PCI-X DDR 1.5GB cache SAS RAID Adapter	1
6246	1.8m Rack Trim Kit	1
6458	Power Cable -- Drawer to IBM PDU, 14-foot, 250V/10A	2
6470	6-Ft 125V/15A Power Cord	1
6654	14-Ft 1PH/24-30A Pwr Cord	1
6671	Power Cord (9-foot), Drawer to IBM PDU, 250V/10A	1
7114	IBM/OEM Rack-Mount Drawer Rail Kit	1
7188	Power Distribution Unit	1
7200	IBM Rack-mount Drawer Bezel and Hardware	1
7703	Power Supply, 950 Watt AC, Hot-swap, Base and Redundant	2
8310	DASD/Media Backplane for 3.5 DASD/SATA DVD/Tape with External SAS Port	1

Option 3 (Continued)

9300	Language Group Specify - US English	1
9743	Notify CSO After Install	1
<u>Item</u>	<u>Description</u>	<u>Qty</u>
Tape Autoloader		
3572-S4H TS2900 w/LTO4 HH SAS Drive		1
5502	2.0M Mini-SAS/Mini-SAS 1x Cable	1
7006	3572 Rack Mount Kit	1
9400	Attached to i5/OS or OS/400 System	1
9800	2.8m Power Cord, 125V 15A, US/Canada	1

*Unit must fit inside existing 19-inch 1.8-meter rack.

End of Equipment Specifications