



November 1, 2022

**INVITATION TO BID  
BL138-22**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified suppliers for the **Lease of SAP Equipment for GJAC and E911 on a 48 Month Multi-Year Contract** for the Department of Information Technology Services.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until **2:50 P.M. local time on November 29, 2022** at the Gwinnett County Purchasing Office, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

Questions regarding bids should be directed to Dana Garland, CPPB, FOII, NIGP-CPP, Purchasing Associate III at [dana.garland@gwinnettcounty.com](mailto:dana.garland@gwinnettcounty.com) or by calling 770-822-8723, no later than **3:00 P.M. on November 18, 2022**. Bids are legal and binding upon the bidder when submitted.

Successful contractors will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department and must have an A.M. Best rating of A-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to the ADA Coordinator at the Gwinnett County Justice and Administration Center, 770-822-8165.

The written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the supplier submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Gwinnett County reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible bidder(s) at its discretion.

Award notification will be posted after award on the County website, [www.gwinnettcounty.com](http://www.gwinnettcounty.com) and companies submitting a bid will be notified via email.

We look forward to your bid and appreciate your interest in Gwinnett County.

A handwritten signature in blue ink, appearing to read "Dana Garland".

Dana Garland, CPPB, FOII, NIGP-CPP  
Purchasing Associate III

The following pages **should** be returned as your bid:

- Requirements, Page 2**
- Bid Schedule, Page 11**
- References, Page 12**
- Contractor Affidavit and Agreement, Page 15**
- Code of Ethics Affidavit, Page 16**

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID PACKAGE MAY RESULT IN REJECTION OF BID.**

**SCOPE**

The Gwinnett County Board of Commissioners is soliciting competitive bids from qualified suppliers for the Lease of SAP Equipment for GJAC / E911 on a 48 Month Lease on a Multi-Year Contract. The unit price must reflect the total cost, including shipping and handling, of IBM Power E1050 servers, IBM SAN Volume Controllers, IBM Flash Systems 7300, IBM SAN Switches, racks and all pertaining hardware equipment to include support for a period of four years. The successful supplier must be an authorized provider for IBM Hardware and Software maintenance contracts and should provide proof of this with bid submittal. Gwinnett County does not pay late fees, and any supplier wishing to provide the IBM Hardware must agree to waive such charges. Professional services for the packaging, installation and removal of leased IBM equipment will be provided by IBM directly.

Gwinnett County reserves the right to make purchases outside of this contract if determined to be in the best interest of the County.

The supplier should comply with the following services. Respond to each and return with bid:

Requirement	YES/NO
The supplier will be a company that has been in business not less than 5 years, directly relating to IBM Hardware and Software for mid to large size companies and government entities.	
Supplier must be an authorized IBM reseller with a current either Gold or Platinum current competency rating.	
The supplier must assign the County an account manager and a central contact for billing purposes.	
The supplier must supply the County with an Internet page capable of supplying order tracking from receipt to delivery, maintaining standard system configurations available for purchase, order history, system configuration history, and the ability to configure custom systems.	
The supplier must be capable of processing and accepting orders placed by telephone, fax, purchase orders, the Internet, or via direct integration with Gwinnett County procurement systems.	
The supplier must be able to respond to pricing and product information requests within four (4) hours of request.	
The supplier must be able to provide a notification of delivery date, a minimum of 5 days prior to delivery, for all orders not delivered via overnight shipping method. A notification of delivery date for all orders prior to delivery is required.	
Approved standard configuration orders must be shipped within 10-15 business days of receipt.	
All hardware equipment must be configured according to the specifications set forth in the order and shipped fully configured (no partial shipments).	
The total quoted price for equipment must include all processing fees, shipping, and convenience fees.	
The supplier must be able to supply systems under the standards defined in the system configuration requirements section with pricing and delivery time frames for each.	
Supplier is responsible for notifying the contact listed on the purchase order of estimated delivery prior to delivery of equipment.	
Pricing must include 24 x7 hardware support with 4 hours turnaround for a period of 4 years for all hardware.	

Company Name \_\_\_\_\_

The hardware on this lease will be split between two different locations; the primary data center located at the Justice and Administration Center (Location #1) and the secondary technology data center located at the Police E911 Center (Location #2). Supplier must be able to ship hardware and provide support to the following locations:

Location # 1:

GJAC Data Center  
75 Langley Drive  
Gwinnett County Government  
Lawrenceville, GA 30046

Location # 2:

E911 Data Center  
800 Hi-Hope Road  
Gwinnett County Government  
Lawrenceville, GA 30043

## **SYSTEM CONFIGURATION REQUIREMENTS**

### **MINIMUM REQUIREMENTS**

**Includes Quantity of four (4) IBM E1050 POWER10 processor server**

**PER SERVER**

- \* 50 cores installed, 50 active
- \* 640G memory, 512 active
- \* 32G fibre channel attachment - QTY 8 dual port adapters
- \* 25GbE (SFP28) Ethernet - QTY 16 2 port adapters
- \* NVMe VIO boot option (4 \* 800G)
- \* 1 PCIe Gen3 IO expansion drawers
- \* Redundant 2300w power supplies
- \* PowerVM Enterprise Edition
- \* IBM AIX Enterprise 7.3

**ADDITIONAL ITEMS**

- \* IBM 7965-S42 Racks - QTY 2
- \* IBM PDUs with 30A single phase attachment - QTY 8 per rack - L6-30 PDU to wall line cord
- \* 4 year, 24x7 hardware support
- \* Expert Premium Care Support for AIX

**Includes Quantity of two (2) IBM SAN Volume Controller 2145-SV3**

**Includes Quantity of four (4) IBM FlashSystem 7300**

**PER STORAGE**

- \* 17 9.6 TB NVMe Flash Core Module

**Includes Quantity of two (2) IBM Storage Networking SAN64B-7**

**PER SAN SWITCH**

- \* 2 SFP+,LWL,32G,10KM,1-PK,SECURE
- \* 1 P64 24 x 64Gbps SW SFP Bundle
- \* 3 SAN64B-7 8 Port 64Gbps SW Upgrade

## GJAC – Data Center

<u>Quantity</u>	<u>Product Name</u>	<u>Product Code</u>
2	IBM Power System E1050	9043-MRX
2	AIX Partition Specify	9043-MRX-265
2	Customer Specified Placement	9043-MRX-456
2	US TAA Compliance Indicator	9043-MRX-983
2	Primary OS - AIX	9043-MRX-146
8	Power Cord To PDU/UPS, (100-240V/16A)	9043-MRX-558
2	Rack Integration Services	9043-MRX-649
2	Rack Indicator, Rack #1	9043-MRX-651
2	Software Preload Required	9043-MRX-000
2	Language Group Specify - US English	9043-MRX-300
36	New AIX License Core Counter	9043-MRX-440
64	Other AIX License Core Counter	9043-MRX-444
2	Expert Care Indicator	9043-MRX-LH0
2	SP Machine Setup Support for Power	9043-MRX-0VP
8	Power Supply - 2300W for Server (200-240 VAC)	9043-MRX-B39
32	25GbE Optical Transceiver SFP28	9043-MRX-B47
16	PCIe3 2-Port 25/10Gb NIC&ROCE SR/Cu Adapter	9043-MRX-C2U
2	PCIe2 2-Port USB 3.0 Adapter	9043-MRX-C6K
8	800GB Mainstream NVMe U.2 SSD 4k for AIX/Linux	9043-MRX-C7T
4	3M Copper CXP Cable Pair for PCIe3 Expansion Drawer	9043-MRX-CCS
16	Optical Wrap Plug	9043-MRX-CW0
2	Backplane 10 NVMe for 9043-MRX	9043-MRX-EJ0Q
4	PCIe4 x16 to CXP Converter Adapter (support AOC)	9043-MRX-EJ2A
4	Power Cable - Drawer to IBM PDU (250V/10A)	9043-MRX-ELC5
20	64GB (2 x 32GB) DDR4 Memory DDIMM	9043-MRX-EM75
2	512 of #EMCP 1GB Memory Activations for MRX	9043-MRX-EMCE
2	PCIe Gen3 I/O Expansion Drawer	9043-MRX-EMX0
2	AC Power Supply Conduit for PCIe3 Expansion Drawer	9043-MRX-EMXA
4	PCIe3 6-Slot Fanout Module for PCIe3 Expansion Drawer	9043-MRX-EMXH
16	PCIe4 32Gb 2-port Optical Fibre Channel Adapter	9043-MRX-EN1J
6	18-core Typical 3.20 to 4.0 GHZ (max) processor	9043-MRX-EPEV
2	Front Heatsink + TIM PAD (For MRX)	9043-MRX-EPLU
4	Rear Heatsink + TIM PAD (For MRX)	9043-MRX-EPLV
100	1 core Processor Activation for #EPEV	9043-MRX-EPUS
100	PowerVM - Enterprise Edition	9043-MRX-EPVV
2	S&H	9043-MRX-ESC7
102	AIX Update Access Key (UAK)	9043-MRX-ESWK
2	Standalone USB DVD drive w/cable	9043-MRX-EUA5
2	4 YEAR, PREMIUM EXPERT CARE	9043-MRX-EXP4
2	5000 Power to Cloud Reward points	9043-MRX-SVPC

<u>Quantity</u>	<u>Product Name</u>	<u>Product Code</u>
2	IBM Power Software HIPO	5313-HPO
2	HW Routing Code 9043MRX	5313-HPO-0654
2	Base OS	5313-HPO-0967
2	TAA	5313-HPO-0983
2	OSSpecifyCodeforAIXV7.3	5313-HPO-1073
2	Enterprise AIX for POWER (V6.1 or V7.1)	5313-HPO-2200
2	Preload	5313-HPO-5000
2	English Preinstall PII Language	5313-HPO-5924
2	HW is Rack integrated	5313-HPO-9210
1	7965-S42 SP Warranty and Maintenance 3Y 24x7 Same Day ORT	6662-M12
1	9043-MRX SP Machine Setup Support for Power	6668-T15
1	9043-MRX SP Machine Setup Support for Power	6668-T15
1	IBM Enterprise Slim Rack	7965-S42
4	Rack Indicator, Rack #1	965-S42-4651
8	4.3m (14-Ft) 1PH/30A (24A derated) Power Cord	7965-S42-6654
1	SP WAMO 3Y 24x7 SD	7965-S42-B0UW
8	High Function 9xC19 PDU plus: Switched, Monitoring	7965-S42-ECJJ
1	Rack Rear Door Black	7965-S42-ECRG
2	Rack Side Cover	7965-S42-ECRJ
1	Rack Front Door High-End for 7965-S42	7965-S42-ECRT
4	Rack Content Specify: 4U PCIe Gen3 I/O Drawer (EMX0/ELMX)	7965-S42-ER0M
8	Rack Content Specify 1U Horizontal PDU - 1 EIA	7965-S42-ER14
1	Reserve 2U at Bottom of Rack	7965-S42-ER2B
2	Rack Content Specify 9043-MRX 4EIA unit	7965-S42-ER3E
1	Left/Right PDU Redundancy	7965-S42-ERLR
1	Rack S&H-a	7965-S42-ESC1
2	4 year, IBM Power Expert Care Premium	9679-P04
2	AIX SPO (5692-A6P)	5692-A6P
2	DVD Process No Charge	5692-A6P-1101
2	Cloud Mngment Console	5692-A6P-2347
2	DVD/CD-ROM	5692-A6P-3435
2	Electronic Delivery	5692-A6P-3450
2	AIX SPO (5692-A6P)	5692-A6P
2	DVD Process No Charge	5692-A6P-1101
2	ITM V6.3.2 for AIX EE (5765-AEZ,G99)	5692-A6P-2309
2	NovaLink	5692-A6P-2324
2	IBMVMRecoveryManageHAPowSys	5692-A6P-2342
2	IBMPowerVMV3/VIOS	5692-A6P-2344
2	IBMPoweV3ExpaPack	5692-A6P-2345
2	PowerVC V2	5692-A6P-2371
2	IBM PowerSC 2.0	5692-A6P-2373
2	AIX 7.3 Base	5692-A6P-2375
2	AIX 7.3 Expansion Pack	5692-A6P-2376
2	AIX 7.3 EE Specify Code	5692-A6P-2383
2	DVD/CD-ROM	5692-A6P-3435

<b><u>Quantity</u></b>	<b><u>Product Name</u></b>	<b><u>Product Code</u></b>
2	Electronic Delivery	5692-A6P-3450
2	AIX Enterprise Edition 1.5 with AIX 7.2 (5765-CD3)	5765-CD3
36	Per processor Small	5765-CD3-0010
2	AIX 7.3 EE Specify Code	5765-CD3-2383
2	Pre-installed software	5765-CD3-3500
2	IBM Cloud Management Console Monthly Term offering	5765-CMT
6	PerSoconSmaSer12-ter	5765-CMT-0002
2	IBM PowerVM Enterprise Edition (5765-VE3)	5765-VE3
100	PerProCorSmaNoCha	5765-VE3-0005
2	Cloud Management Console 12-month term	5773-CMT
6	12MonRegPerSoconSer	5773-CMT-1921
2	AIX Enterprise Edition 4yr Reg SWMA (5774-AEZ)	5774-AEZ
36	4yr7x24PerProcSm	5774-AEZ-0094
36	4yrRegPerProcSm	5774-AEZ-0095
2	TAM for AIX and IBM i 4 Year (5774-TA4)	5774-TA4
2	Sup4YPerServVariaOrdQt1	5774-TA4-0146
2	PowerVM EP Edition 4yr Reg SWMA (5779-PVE)	5779-PVE
100	4yr7x24PerProcsSm	5779-PVE-0003
100	4yrRegPerProcsSm	5779-PVE-0004
1	IBM SAN Volume Controller Storage Engine	2145-SV3
1	No Software Order Indicator	2145-SV3-0019
1	Additional Storage Enclosure Indicator	2145-SV3-3002
1	Power Cord - PDU Connection	2145-SV3-9730
1	480 GB M.2 Boot Drive Pair	2145-SV3-ACGU
1	512GB Cache Upgrade	2145-SV3-ACHA
1	V5020 Cache Upgrade	2145-SV3-ACHC
1	Order Type 1 Indicator – CTO	2145-SV3-ADN1
1	Shipping and Handling - Model SV3	2145-SV3-AGKE
2	32 Gb FC 4 Port Adapter Cards	2145-SV3-AH1E
1	Node Pair 2 Engine 1	2145-SV3-AH93
1	IBM SAN Volume Controller Storage Engine	2145-SV3
1	No Software Order Indicator	2145-SV3-0019
1	Additional Storage Enclosure Indicator	2145-SV3-3002
1	Power Cord - PDU Connection	2145-SV3-9730
1	480 GB M.2 Boot Drive Pair	2145-SV3-ACGU
1	512GB Cache Upgrade	2145-SV3-ACHA
1	V5020 Cache Upgrade	2145-SV3-ACHC
1	Order Type 1 Indicator – CTO	2145-SV3-ADN1
1	Shipping and Handling - Model SV3	2145-SV3-AGKE
2	32 Gb FC 4 Port Adapter Cards	2145-SV3-AH1E
1	Node Pair 2 Engine 1	2145-SV3-AH93

<u>Quantity</u>	<u>Product Name</u>	<u>Product Code</u>
1	FlashSystem 7300	4657-924
1	Power Cord - PDU Connection	4657-924-9730
2	Encryption USB Flash Drives (Four Pack)	4657-924-ACEA
1	Encryption Enablement	4657-924-ACED
1	768 GB Cache upgrade	4657-924-ACGB
1	512 GB Cache upgrade	4657-924-ACGJ
2	240 GB M.2 Boot drive Pair	4657-924-ACGV
2	32 Gb FC 4 Port Adapter Cards (Pair)	4657-924-ADBE
1	Order Type 1 Indicator - CTO	4657-924-ADN1
17	9.6 TB NVMe Flash Core Module	4657-924-ADSB
1	Shipping and Handling	4657-924-AGDA
1	All Flash Indicator	4657-924-AHZD
1	Expert Care Indicator	4657-924-ALH0
1	Expert Care Premium 4 Year	4657-924-ALL4
1	FlashSystem 7300	4657-924
1	Power Cord - PDU Connection	4657-924-9730
2	Encryption USB Flash Drives (Four Pack)	4657-924-ACEA
1	Encryption Enablement	4657-924-ACED
1	768 GB Cache upgrade	4657-924-ACGB
1	512 GB Cache upgrade	4657-924-ACGJ
2	240 GB M.2 Boot drive Pair	4657-924-ACGV
2	32 Gb FC 4 Port Adapter Cards (Pair)	4657-924-ADBE
1	Order Type 1 Indicator - CTO	4657-924-ADN1
17	9.6 TB NVMe Flash Core Module	4657-924-ADSB
1	Shipping and Handling	4657-924-AGDA
1	All Flash Indicator	4657-924-AHZD
1	Expert Care Indicator	4657-924-ALH0
1	Expert Care Premium 4 Year	4657-924-ALL4
1	4 year IBM Storage Expert Care Premium	4658-P04
1	4 year IBM Storage Expert Care Premium	4658-P04
2	8960-P64 SP Warranty and Maintenance 3Y 24x7 Same Day ORT	6662-F04
2	IBM Storage Networking SAN64B-7	8960-P64
4	SFP+,LWL,32G,10KM,1-PK,SECURE	8960-P64-2627
2	P64 24 x 64Gbps SW SFP Bundle	8960-P64-2639
6	SAN64B-7 8 Port 64Gbps SW Upgrade	8960-P64-7507
2	Shipping Charge	8960-P64-AGFD
2	SP WAMO 3Y 24x7 SD	8960-P64-B0NU
1	IBM Storage Expert Care Premium 4 Year (5774-ECP)	5774-ECP
1	Expert Care Premium 4yr	5774-ECP-0074
1	IBM Storage Expert Care Premium 4 Year (5774-ECP)	5774-ECP
1	Expert Care Premium 4yr	5774-ECP-0074
1	Support Line for Storage 4 YR No charge (5774-NC4)	5774-NC4
1	Sup4YperServerNC	5774-NC4-0073
1	Support Line for Storage 4 YR No charge (5774-NC4)	5774-NC4
1	Sup4YperServerNC	5774-NC4-0073

## E911- Data Center

<u>Quantity</u>	<u>Product Name</u>	<u>Product Code</u>
2	IBM Power System E1050	9043-MRX
2	AIX Partition Specify	9043-MRX-265
2	Customer Specified Placement	9043-MRX-456
2	US TAA Compliance Indicator	9043-MRX-983
2	Primary OS - AIX	9043-MRX-146
8	Power Cord To PDU/UPS, (100-240V/16A)	9043-MRX-558
2	Rack Integration Services	9043-MRX-649
2	Rack Indicator, Rack #1	9043-MRX-651
2	Software Preload Required	9043-MRX-000
2	Language Group Specify - US English	9043-MRX-300
36	New AIX License Core Counter	9043-MRX-440
64	Other AIX License Core Counter	9043-MRX-444
2	Expert Care Indicator	9043-MRX-LH0
2	SP Machine Setup Support for Power	9043-MRX-0VP
8	Power Supply - 2300W for Server (200-240 VAC)	9043-MRX-B39
32	25GbE Optical Transceiver SFP28	9043-MRX-B47
16	PCIe3 2-Port 25/10Gb NIC&ROCE SR/Cu Adapter	9043-MRX-C2U
2	PCIe2 2-Port USB 3.0 Adapter	9043-MRX-C6K
8	800GB Mainstream NVMe U.2 SSD 4k for AIX/Linux	9043-MRX-C7T
4	3M Copper CXP Cable Pair for PCIe3 Expansion Drawer	9043-MRX-CCS
16	Optical Wrap Plug	9043-MRX-CW0
2	Backplane 10 NVMe for 9043-MRX	9043-MRX-EJ0Q
4	PCIe4 x16 to CXP Converter Adapter (support AOC)	9043-MRX-EJ2A
4	Power Cable - Drawer to IBM PDU (250V/10A)	9043-MRX-ELC5
20	64GB (2 x 32GB) DDR4 Memory DDIMM	9043-MRX-EM75
2	512 of #EMCP 1GB Memory Activations for MRX	9043-MRX-EMCE
2	PCIe Gen3 I/O Expansion Drawer	9043-MRX-EMX0
2	AC Power Supply Conduit for PCIe3 Expansion Drawer	9043-MRX-EMXA
4	PCIe3 6-Slot Fanout Module for PCIe3 Expansion Drawer	9043-MRX-EMXH
16	PCIe4 32Gb 2-port Optical Fibre Channel Adapter	9043-MRX-EN1J
6	18-core Typical 3.20 to 4.0 GHZ (max) processor	9043-MRX-EPEV
2	Front Heatsink + TIM PAD (For MRX)	9043-MRX-EPLU
4	Rear Heatsink + TIM PAD (For MRX)	9043-MRX-EPLV
100	1 core Processor Activation for #EPEV	9043-MRX-EPUS
100	PowerVM - Enterprise Edition	9043-MRX-EPVV
2	S&H	9043-MRX-ESC7
102	AIX Update Access Key (UAK)	9043-MRX-ESWK
2	Standalone USB DVD drive w/cable	9043-MRX-EUA5
2	4 YEAR, PREMIUM EXPERT CARE	9043-MRX-EXP4
2	5000 Power to Cloud Reward points	9043-MRX-SVPC
2	IBM Power Software HIPO	5313-HPO
2	HW Routing Code 9043MRX	5313-HPO-0654
2	Base OS	5313-HPO-0967
2	TAA	5313-HPO-0983
2	OSSpecifyCodeforAIXV7.3	5313-HPO-1073
2	Enterprise AIX for POWER (V6.1 or V7.1)	5313-HPO-2200
2	Preload	5313-HPO-5000
2	English Preinstall PII Language	5313-HPO-5924



<b>Quantity</b>	<b>Product Name</b>	<b>Product Code</b>
2	HW is Rack integrated	5313-HPO-9210
1	7965-S42 SP Warranty and Maintenance 3Y 24x7 Same Day ORT	6662-M12
1	9043-MRX SP Machine Setup Support for Power	6668-T15
1	9043-MRX SP Machine Setup Support for Power	6668-T15
1	IBM Enterprise Slim Rack	7965-S42
4	Rack Indicator, Rack #1	7965-S42-4651
8	4.3m (14-Ft) 1PH/30A (24A derated) Power Cord	7965-S42-6654
1	SP WAMO 3Y 24x7 SD	7965-S42-B0UW
8	High Function 9xC19 PDU plus: Switched, Monitoring	7965-S42-ECJJ
1	Rack Rear Door Black	7965-S42-ECRG
2	Rack Side Cover	7965-S42-ECRJ
1	Rack Front Door High-End for 7965-S42	7965-S42-ECRT
4	Rack Content Specify: 4U PCIe Gen3 I/O Drawer (EMX0/ELMX)	7965-S42-ER0M
8	Rack Content Specify 1U Horizontal PDU - 1 EIA	7965-S42-ER14
1	Reserve 2U at Bottom of Rack	7965-S42-ER2B
2	Rack Content Specify 9043-MRX 4EIA unit	7965-S42-ER3E
1	Left/Right PDU Redundancy	7965-S42-ERLR
1	Rack S&H-a	7965-S42-ESC1
2	4 year, IBM Power Expert Care Premium	9679-P04
2	AIX SPO (5692-A6P)	5692-A6P
2	DVD Process No Charge	5692-A6P-1101
2	Cloud Management Console	5692-A6P-2347
2	DVD/CD-ROM	5692-A6P-3435
2	Electronic Delivery	5692-A6P-3450
2	AIX SPO (5692-A6P)	5692-A6P
2	DVD Process No Charge	5692-A6P-1101
2	ITM V6.3.2 for AIX EE (5765-AEZ,G99)	5692-A6P-2309
2	NovaLink	5692-A6P-2324
2	IBMVMRecoveryManageHAPowSys	5692-A6P-2342
2	IBMPowerVMV3/VIOS	5692-A6P-2344
2	IBMPoweV3ExpaPack	5692-A6P-2345
2	PowerVC V2	5692-A6P-2371
2	IBM PowerSC 2.0	5692-A6P-2373
2	AIX 7.3 Base	5692-A6P-2375
2	AIX 7.3 Expansion Pack	5692-A6P-2376
2	AIX 7.3 EE Specify Code	5692-A6P-2383
2	DVD/CD-ROM	5692-A6P-3435
2	Electronic Delivery	5692-A6P-3450
2	AIX Enterprise Edition 1.5 with AIX 7.2 (5765-CD3)	5765-CD3
36	Per processor Small	5765-CD3-0010
2	AIX 7.3 EE Specify Code	5765-CD3-2383
2	Pre-installed software	5765-CD3-3500
2	IBM Cloud Management Console Monthly Term offering	5765-CMT
6	PerSoconSmaSer12-ter	5765-CMT-0002
2	IBM PowerVM Enterprise Edition	5765-VE3
100	PerProCorSmaNoCha	5765-VE3-0005
2	Cloud Management Console 12-month term)	5773-CMT
6	12MonRegPerSoconSer	5773-CMT-1921
2	AIX Enterprise Edition 4yr Reg SWMA	5774-AEZ
36	4yr7x24PerProcSm	5774-AEZ-0094

<b>Quantity</b>	<b>Product Name</b>	<b>Product Code</b>
36	4yrRegPerProcSm	5774-AEZ-0095
2	TAM for AIX and IBM i 4 Year (5774-TA4)	5774-TA4
2	Sup4YPerServVariaOrdQt1	5774-TA4-0146
2	PowerVM EP Edition 4yr Reg SWMA (5779-PVE)	5779-PVE
100	4yr7x24PerProcsSm	5779-PVE-0003
100	4yrRegPerProcsSm	5779-PVE-0004
1	FlashSystem 7300	4657-924
1	Power Cord - PDU Connection	4657-924-9730
2	Encryption USB Flash Drives (Four Pack)	4657-924-ACEA
1	Encryption Enablement	4657-924-ACED
1	768 GB Cache upgrade	4657-924-ACGB
1	512 GB Cache upgrade	4657-924-ACGJ
2	240 GB M.2 Boot drive Pair	4657-924-ACGV
2	32 Gb FC 4 Port Adapter Cards (Pair)	4657-924-ADBE
1	Order Type 1 Indicator - CTO	4657-924-ADN1
17	9.6 TB NVMe Flash Core Module	4657-924-ADSB
1	Shipping and Handling	4657-924-AGDA
1	All Flash Indicator	4657-924-AHZD
1	Expert Care Indicator	4657-924-ALH0
1	Expert Care Premium 4 Year	4657-924-ALL4
1	FlashSystem 7300	4657-924
1	Power Cord - PDU Connection	4657-924-9730
2	Encryption USB Flash Drives (Four Pack)	4657-924-ACEA
1	Encryption Enablement	4657-924-ACED
1	768 GB Cache upgrade	4657-924-ACGB
1	512 GB Cache upgrade	4657-924-ACGJ
2	240 GB M.2 Boot drive Pair	4657-924-ACGV
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1	Order Type 1 Indicator - CTO	4657-924-ADN1
17	9.6 TB NVMe Flash Core Module	4657-924-ADSB
1	Shipping and Handling	4657-924-AGDA
1	All Flash Indicator	4657-924-AHZD
1	Expert Care Indicator	4657-924-ALH0
1	Expert Care Premium 4 Year	4657-924-ALL4
1	4 year IBM Storage Expert Care Premium	4658-P04
1	4 year IBM Storage Expert Care Premium	4658-P04
1	IBM Storage Expert Care Premium 4 Year (5774-ECP)	5774-ECP
1	Expert Care Premium 4yr	5774-ECP-0074
1	IBM Storage Expert Care Premium 4 Year (5774-ECP)	5774-ECP
1	Expert Care Premium 4yr	5774-ECP-0074
1	Support Line for Storage 4 YR No charge (5774-NC4)	5774-NC4
1	Sup4YperServerNC	5774-NC4-0073
1	Support Line for Storage 4 YR No charge (5774-NC4)	5774-NC4
1	Sup4YperServerNC	5774-NC4-0073
131	IBM Virtual Storage Center Storage Capacity Unit (101-250) SW Subscription & Support Reinstatement 12 Months	D1N24LL
125	IBM Virtual Storage Center Storage Capacity Unit (251-500) SW Subscription & Support Reinstatement 12 Months	D1N29LL

FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN REJECTION OF BID

**BID SCHEDULE**

**Delivery: F.O.B. Destination Prepaid and Allowed**

ITEM #	QTY	PRODUCT NAME	DELIVERY A.R.O.	PRICE FOR YEAR 1 (12 months)	TOTAL PRICE FOR 4 YEARS (48 months)
1	1	Section A – Hardware, Software and Services for GJAC – Data Center		\$	\$
2	1	Section B – Hardware, Software and Services for E911 – Data Center		\$	\$
3	1	Section C - VSC (Virtual Storage Center) Licensing, Subscription & Support for both GJAC & E911		\$	\$
<b>Total</b>				\$	\$

**Note: Any documents required for purchase should be acknowledged and returned with bid document.**

**Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to begin upon Board of Commissioners approval.**

**Certification Of Non-Collusion in Bid Preparation**

Signature \_\_\_\_\_

Date \_\_\_\_\_

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

**Addendum No.** \_\_\_\_\_

**Date** \_\_\_\_\_

**Addendum No.** \_\_\_\_\_

**Date** \_\_\_\_\_

**In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Bidders" and all documents referred to therein, if this bid is accepted by the Board of Commissioners within ninety (90) days of the date of bid opening, to furnish any or all of the items upon which prices are bid, at the price set opposite each item bid, delivered to the designated point(s) within the time specified in the bid schedule. By submission of this bid, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the Electronic Payment information in the instructions to bidders.**

**Legal Business Name** \_\_\_\_\_

**Federal Tax ID** \_\_\_\_\_

**Complete Address** \_\_\_\_\_

**Does your company currently have a location within Gwinnett County? Yes  No**

**Representative Signature** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Telephone Number** \_\_\_\_\_

**E-mail address** \_\_\_\_\_

**FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN REJECTION OF BID**

**REFERENCES**

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed.

Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project being bid on. Do not submit a project list in lieu of this form.

1. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ Start Dates \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

2. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ Start Date \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

3. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ Start Date \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

**Company Name** \_\_\_\_\_

## PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

(For projects less than \$5,000,000)

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability:
    - ✓ Bodily Injury by Accident - \$100,000 each accident
    - ✓ Bodily Injury by Disease - \$500,000 policy limit
    - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
  - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
  - (b) The following additional coverage must apply:
    - ✓ 1986 (or later) ISO Commercial General Liability Form
    - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
    - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
    - ✓ Blanket Contractual Liability
    - ✓ Broad Form Property Damage
    - ✓ Severability of Interest
    - ✓ Underground, explosion, and collapse coverage
    - ✓ Personal Injury (deleting both contractual and employee exclusions)
    - ✓ Incidental Medical Malpractice
    - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) Comprehensive form covering all owned, nonowned, leased, hired, and borrowed vehicles
  - (c) Additional Insured Endorsement
  - (d) Contractual Liability
4. Professional Liability Insurance - \$1,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate or a claim/aggregate limit of \$3,000,000 per occurrence and \$3,000,000 aggregate.
  - ✓ Insurance company must be authorized to do business in the State of Georgia.
  - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or some other form)
5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability and Auto Liability policies.
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
7. Certificate Holder should read:

Gwinnett County Board of Commissioners  
75 Langley Drive  
Lawrenceville, GA 30046-6935
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.  
\*See above note regarding Professional Liability
10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the county upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

#### Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 8 above.



**BL138-22 Lease of SAP Equipment for GJAC and E911 on a 48 Month Multi-Year Contract for the Department of Information Technology Services.**

**CONTRACTOR AFFIDAVIT AND AGREEMENT  
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)**

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Immigration Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security] to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
E-Verify \* User Identification Number

\_\_\_\_\_  
Date Registered

\_\_\_\_\_  
Legal Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

BY: \_\_\_\_\_  
Authorized Officer or Agent  
(Contractor Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**For Gwinnett County Use Only:**  
Document ID # \_\_\_\_\_  
Issue Date: \_\_\_\_\_  
Initials: \_\_\_\_\_

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



**BL138-22 Lease of SAP Equipment for GJAC and E911 on a 48 Month Multi-Year Contract for the Department of Information Technology Services.**

**CODE OF ETHICS AFFIDAVIT**

***(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)***

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. \_\_\_\_\_  
(Company Submitting Bid/Proposal)

2. (Please check  **one** box below)

No information to disclose *(complete only section 4 below)*

Disclosed information below *(complete section 3 & section 4 below)*

3. (if additional space is required, please attach list)

_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name

4.	Sworn to and subscribed before me this
BY: _____	_____ day of _____, 20____
Authorized Officer or Agent Signature	
_____	_____
Printed Name of Authorized Officer or Agent	Notary Public
_____	
Title of Authorized Officer or Agent of Contractor	(seal)

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance will be available to view in its' entirety at [www.gwinnettcountry.com](http://www.gwinnettcountry.com)



FAILURE TO RETURN THIS PAGE MAY RESULT IN REMOVAL OF YOUR COMPANY FROM COMMODITY LISTING.

## BL138-22

**Buyer Initials: DG**

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

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COMPANY NAME \_\_\_\_\_

AUTHORIZED REPRESENTATIVE \_\_\_\_\_  
SIGNATURE

## \*\*\*ATTENTION\*\*\*

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. FAILURE TO USE COUNTY BID SCHEDULE.
2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.
3. FAILURE TO RETURN APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.
6. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL BIDS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS BID DOCUMENT.**
7. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL BIDS. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.

**GWINNETT COUNTY**  
**DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION**  
**GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS**

**I. PREPARATION OF BIDS**

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

**II. DELIVERY**

- A. Each bidder should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday, and holidays in the number).

**III. EXPLANATION TO BIDDERS**

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. **It is the bidder's responsibility to ensure that they have all applicable addenda prior to bid submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to bid submittal.

**IV. SUBMISSION OF BIDS**

- A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.

- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

#### **V. WITHDRAWAL OF BID DUE TO ERRORS**

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

#### **VI. TESTING AND INSPECTION**

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item, which fails to meet the specifications, shall be borne by the bidder.

## VII. F.O.B. POINT

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

## VIII. PATENT INDEMNITY

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

## IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any bid as required in bid package or document. **Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the bid when required in the bid package or document.**

## X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

## XI. AWARD

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

## XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject

to an adjustment in price to be determined by the Purchasing Director.

**XIII. COUNTY FURNISHED PROPERTY**

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

**XIV. REJECTION AND WITHDRAWAL OF BIDS**

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

**XV. CONTRACT**

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a bid package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, , by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay requested based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61<sup>st</sup>) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

**XVI. NON-COLLUSION**

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**XVII. DEFAULT**

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the

performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Director, shall constitute contract default.

**XVIII. TERMINATION FOR CAUSE**

The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

**XIX. TERMINATION FOR CONVENIENCE**

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

**XX. DISPUTES**

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the procurement agent shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

**XXI. SUBSTITUTIONS**

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

**XXII. INELIGIBLE BIDDERS**

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

**XXIII. OCCUPATION TAX CERTIFICATE**

Each successful bidder shall provide evidence of a valid Gwinnett County occupation tax certificate if the bidder maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

**XXIV. PURCHASING POLICY AND REVIEW COMMITTEE**

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to Purchasing. The Purchasing Policy & Review Committee has authority to place suppliers and contractors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance.

**XXV. AMERICANS WITH DISABILITIES ACT**

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Susan Canon, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

## **XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS**

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

## **XXVII. TAX LIABILITY**

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor.

See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

## **XXVIII. STATE LAW REGARDING WORKER VERIFICATION**

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform Enhancements for 2013.

State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the County must satisfy the Illegal Immigration Reform Enhancements for 2013, in all manner, and such are conditions of the contract.

By submitting a bid to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform Enhancements for 2013. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A. 36-91-2(10) where any persons are employed on the County contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security.



A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013, Gwinnett County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013 may be sanctioned by termination of the contract.

**XXIX. SOLID WASTE ORDINANCE**

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders.

**XXX. GENERAL CONTRACTORS LICENSE**

Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

**XXXI. PRODUCTS MANUFACTURED IN GEORGIA**

Gwinnett County, when contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. (O.C.G.A. Section 36-84-1).

**XXXII. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

**XXXIII. CODE OF ETHICS**

"Proposer/Bidder" shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The "Proposer/Bidder" shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance will be available to view in its entirety at [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

#### **XXXIV. PENDING LITIGATION**

A bid submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

#### **XXXV. ELECTRONIC PAYMENT**

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: [vendorelectronicpayment@gwinnettcounty.com](mailto:vendorelectronicpayment@gwinnettcounty.com) and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online Vendor Login and Registration on the County's web site and update the requested information on the Direct Deposit tab or mail a Direct Deposit Authorization Agreement form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please go to the Treasury Division page on the County's Web Site or click here -> [Gwinnett County Electronic Payments](#).

#### **DIRECTIONS TO GJAC BUILDING FROM I-85**

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and at the roundabout you can either proceed to the front parking area or you may proceed to the parking deck behind the building. The main public parking lot is on the left or behind the building, Click [Here](#), for additional information about parking. The Purchasing Division is located in the Administrative Wing on the second floor.