



COUNTY OF SANTA CLARA

INVITATION TO BID #757

FOR

IBM HARDWARE AND RELATED SERVICES AND WARRANTY

FOR

INFORMATION SERVICES DEPARTMENT

DECEMBER 5, 2007

ITB DUE:

DECEMBER 19, 2007 AT 3:00PM PACIFIC STANDARD TIME

**IN THE COUNTY PROCUREMENT DEPARTMENT
2310 N. FIRST STREET SUITE 201
SAN JOSE, CA 95131-1040**

**CONTACT: JULIE TOY, SR. MGMT. ANALYST
(408) 491-7407**

JUILE.TOY@PROC.SCCGOV.ORG

**County of Santa Clara Procurement Department
Invitation to Bid #757
IBM Hardware and Related Services and Warranty**

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IBM Hardware and Related Services and Warranty**

SECTION I. INVITATION

The County of Santa Clara is requesting bids from IBM recognized authorized P and Z series resellers to provide and deliver IBM hardware and related services and maintenance as specified in this Invitation to Bid (ITB). As part of this bid, resellers shall propose pricing for related services and warranty. Installation services may be completed by the contractor; however all warranty work shall be performed directly by IBM. Bids from non-IBM recognized authorized resellers or for hardware and related services and warranty other than specified herein will not be considered.

The County will only consider pricing for new and unused hardware only.

SECTION II. INSTRUCTIONS TO BIDDERS

1. **TERMINOLOGY:**

The following meanings are attached to terms when used in the requirements and specifications:

“ITB” means Invitation to Bid.

“County” means County of Santa Clara.

“Bidder” means the supplier, person, firm, or corporation submitting a bid.

“Provider” or “Contractor” means firm awarded a purchase order as a result of this bid.

2. **PREPARATION OF ITB:**

2.1 Bidder must submit a completed bid with required attachments, exhibits, and any explanatory materials. All attachments and materials must reference the Bidder’s name, bid number, and page and section number.

2.2 Oral, telegraph, telephone, facsimile or electronic responses will **NOT** be accepted.

2.3 Bids must be completed in ink, typewritten, or printed. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten nearby and must be initialed in ink by person signing bid.

2.4 Time of delivery is a part of the bid and must be adhered to. Bidder shall respond to the delivery question on Attachment 2 of this bid. Time, if stated as a number of days, shall mean “calendar” days.

2.5 Bids should be printed two-sided on 8-1/2” x 11” paper, wherever practical.

2.6 All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

2.7 Prices should be stated in the units specified. If there is a discrepancy between the unit price and extension price, the unit price will be used in the cost analysis.

3. **COST ASSOCIATED WITH ITB:**

All costs for the preparation, printing, and submittal of a response to this ITB shall be borne by the Bidder.

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4. **BID DOCUMENT:**

The following, in addition to the ITB, constitute the bid document and are the instructions and conditions:

- A. Attachment 1 – ITB Specifications and Requirements
- B. Attachment 2 – ITB Cost Response Form
- C. Exhibit A – Non-Collusion Declaration
- D. Exhibit B – Designation of Subcontractors
- E. Exhibit C – Insurance Requirements

5. **ITB PROCESS SCHEDULE:**

The following is an anticipated bid and engagement schedule.

December 5, 2007:	ITB posted on www.rfpdepot.com .
December 7, 2007:	Questions relevant to the ITB due by 3:00pm Pacific Daylight Time (PDT).
December 10, 2007:	Addendum (if any) posted on County website.
December 19, 2007:	Closing date of ITB at 3:00pm Pacific Standard Time (PST)
December 21, 2007:	Insurance requirements fulfilled.
December 24, 2007:	Completion of ITB evaluation and award of purchase order.
January 2008:	Delivery of equipment and installation.

6. **ADDENDA:**

- 6.1 Should any discrepancies or omissions be found in the ITB or doubt as to their meaning, Bidder shall notify Julie Toy, County Procurement Department, via email or fax by 3:00pm PST, December 7, 2007. The County Procurement Department will respond to inquires relevant to the bid in an Addendum. The County shall not be held responsible for oral interpretations.
- 6.2 Any additional information, which the County deems necessary and relevant to responding to the ITB, will be added to the bid in the form of an Addendum.
- 6.3 The County makes no guarantee that any questions submitted after December 7, 2007 will be answered before the bid closing date.
- 6.4 The ITB and addenda will be posted on RFP Depot's website. Bidders may view and print the ITB and addenda by registering on RFP Depot's website at www.rfpdepot.com.
- 6.5 If other Addenda must be issued, the County reserves the right to do so up to five calendar days prior to the ITB closing date and time. Bidders are responsible for checking www.rfpdepot.com for any addenda until the ITB closing date and time.

7. **SUBMISSION OF RESPONSE TO ITB:**

- 7.1 Bid response not submitted on County form may be considered as non-responsive.
- 7.2 Bidder must submit the following documents in a sealed envelope:
 - A. Section VI, Addenda and Representation of the ITB (Pages 13 & 14)
 - B. Attachment 2 – ITB Cost Response Form (Pages 23 - 25)
 - C. Exhibit A – Non-Collusion Declaration (Page 26)
 - D. Exhibit B – Subcontractor Designation (Page 27)

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Within two calendar days of notification, the apparent successful bidder must submit a certificate of insurance that meets the requirements of Exhibit C.

7.3 Response to this ITB must be delivered to the following address:

ITB # 757
County of Santa Clara Procurement Department
2310 N. First Street Suite 201
San Jose, CA 95131-1040

7.4 If delivering in person, please submit the sealed envelope to the County Procurement Department receptionist located on the 2nd floor. All bid packages will be time/date stamped and logged as received by the County Procurement Department. The Procurement Department time/date stamp is the only evidence used to establish whether a bid has been received on time. Use of U.S. Mail or other courier service is at Bidder's own risk.

8. **MULTIPLE BIDS:**

Only one bid will be accepted from any one person, partnership, corporation or entity.

9. **PUBLIC BID OPENING:**

There will be a public bid opening at 3:00pm on the ITB closing date only.

10. **POINT OF CONTACT:**

10.1 Direct all questions in writing to: Julie Toy, at County Procurement, at fax 408-938-2394 or email at Julie.toy@proc.sccgov.org.

10.2 The County is not liable for oral interpretations.

10.3 Bidders are not permitted to contact County departments and agencies, other than the Procurement Department, in regards to this ITB.

11. **LATE RESPONSES:**

In order to be considered, bid must be received in the County Procurement Department no later than the ITB closing date and time. Bids that are time/date stamped after the ITB closing date and time will not be considered.

12. **ACCEPTANCE OF BID:**

Bids are subject to acceptance at any time within 60 days after the ITB closing date and time.

13. **NO WAIVER:**

The County's failure to address errors or omissions in the bids shall not constitute a waiver of any requirement of the ITB by the County.

14. **MODIFICATION OR WITHDRAWAL OF BID:**

14.1 Prior to the ITB closing date and time, Bidder may modify or withdraw a submitted bid. Written notification must be submitted to the County Procurement Buyer prior to the ITB closing date and time.

14.2 Any modification must be clearly identified as such and made in writing, executed, and submitted in the same form and manner as the original bid.

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14.3 Bids that are withdrawn will be returned to Bidder at Bidder's own cost.

14.4 No modifications or withdrawal requests will be allowed after the ITB closing date and time.

15. **DISCLOSURE OF BID INFORMATION:**

After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

16. **GROUND FOR REJECTION OR DISQUALIFICATION:**

Any false, incomplete or otherwise unresponsive statements in or in connection with a bid or any documentation or other information supplied to the County by a Bidder shall be cause for rejection by the County of the bid or disqualification of the Bidder, at the County's sole discretion. Any judgment as to the significance of any falsity, incompleteness or unresponsiveness shall be the prerogative of the County, and its judgment shall be final.

17. **RESERVATION:**

The County reserves the right to do any of the following at any time:

- A. To reject any and all bids, without indicating any reasons for such rejection;
- B. Waive or correct any minor or inadvertent defect, irregularity or technical error in any bid or procedure, as part of the ITB;
- C. Accept any item or group of items of any bid, unless the bidder specifies otherwise in the bid or the bid give notice of an all or none award.
- D. Terminate this ITB and issue a new bid for bids any time thereafter;
- E. Extend any or all deadlines in the ITB, including deadlines for accepting bids;
- F. Disqualify any Bidder on the basis of any real or apparent conflict of interest or evidence of collusion that is disclosed by the bid or other data available to the County. Such disqualification is at the sole discretion of the County and its decision shall be final;
- G. Reject the bid of any Bidder that is in breach of or in default under any other agreement with the County; or
- H. Reject any Bidder deemed by the County to be non-responsive, unreliable, unqualified, or non-responsible;
- I. Award a purchase order to one or more contractor.

18. **ITB EVALUATION CRITERIA:**

If an award is made, it will be made to the lowest responsive and responsible Bidder. Factors for determining the lowest responsive and responsible bidder include the following:

- A. Total price, including any payment term discount;
- B. Bidder's ability to meet the delivery timeline;
- C. Bidder's ability to provide products and services that meet the requirements described herein;
- D. Bidder's compliance to ITB terms and conditions;
- E. Bidder is an IBM recognized authorized reseller;
- F. Bidder's ability to meet the insurance requirements;
- G. Bidder's capabilities, commitments, and responsiveness to the County based upon previous purchases;
- H. Bidder's responsiveness to provide required information or documents; and
- I. Such other information as may be secured having a bearing on the decision.

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19. **INTENT OF AWARD:**

If an award is made, the County reserves the right to make an award to one or more bidder.

20. **LOCAL PREFERENCE:**

In the procurement of Independent Contractors to perform services for the County, regardless of the dollar value of the proposed contract, when two or more competing vendors are equally qualified, local firms shall be given preference.

In the procurement of Commodities and Equipment for the County, regardless of the dollar value of the proposed contract, when two or more competing vendors offer commodities and equipment of equal value for an equal price, local firms shall be given preference.

In the procurement of Independent Contractors to perform Services for the County, for contracts with a total dollar value greater than \$100,000, local firms shall be given a preference in the selection process as follows:

In a 100 point scoring system, 5 points shall be awarded if the services to be rendered will be performed by a local firm. In scoring systems of more or less than 100 points, local preference points shall be awarded in the same 5:100 ratio as provided in a 100 point scoring system.

In the procurement of commodities and equipment for the County, for contracts with a total dollar value greater than \$100,000, local firms shall be given a preference in the selection process as follows:

In a 100 point scoring system, 5 points shall be awarded if the commodities or equipment will be provided by a local firm. In scoring systems of more or less than 100 points, local preference points shall be awarded in the same 5:100 ratio as provided in a 100 point scoring system.

For purposes of this policy:

- A. "Local firms" are firms that currently have a main office, or branch office, or other facility, with meaningful production capability located within Santa Clara County.
- B. "Production Capability" means manufacturing, service, or research and development capability that substantially and directly enhances the firm's ability to perform the proposed contract.
- C. "Services" shall be limited to those services provided through Service Contracts and Human Services Contracts.
- D. "Commodities and Equipment" contracts include all contracts for supplies, materials, and equipment, excluding those contracts which involve a group purchasing relationship.
- E. "Equally Qualified" shall mean essentially equal in the judgment of those who are evaluating the proposals.
- F. "Of Equal Value" shall mean essentially equal in the judgment of those who are evaluating the proposals.

This preference shall not apply when prohibited by law or regulation.

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21. **TIE BIDS:**

All other factors being equal, the purchase order shall be awarded to the Santa Clara County provider or, if neither are a County of Santa Clara provider, it may be awarded by the flip of a coin in the presence of witnesses, or the entire bid may be rejected and re-bid.

SECTION III CONTRACTUAL OBLIGATIONS

The following are the terms and conditions that will be incorporated into the purchase order as a result of this Invitation to Bid. Bidders may not take exception to the following:

1. **FREE ON BOARD (FOB):**

All goods shall be shipped F.O.B Destination to the County.

2. **FREIGHT TERMS:**

Shipments to the County shall be freight prepaid and allowed. Pricing must include any and all freight cost, including insurance and handling costs.

3. **RISK OF LOSS:**

Regardless of FOB point, the Contractor agrees to bear all risks of loss, injury, or destruction to goods, and materials ordered herein which occur prior to delivery; and such loss, injury or destruction shall not release the Contractor from any obligation hereunder.

4. **IDENTIFICATION:**

All invoices, packing lists, packages, and other written documents affecting the order shall contain the applicable purchase order number. Packing lists shall be enclosed in each box or package shipped pursuant to this order. Invoice will not be processed for payment until all goods are received.

5. **DELIVERY LOCATION AND INSTRUCTIONS:**

5.1 Hardware and software shall be delivered to the following location:

County of Santa Clara Information Services
1555 Berger Drive 2nd Floor Computer Room
San Jose, California 95110

5.2 No receiving dock available. Inside delivery passenger elevator access available.

5.3 Monday through Friday delivery – no deliveries after 4:30pm or on County holidays.

5.4 All services shall be completed at address listed in section 5.1.

6. **DELIVERY DUE DATE:**

Delivery and service work completion date: January 2008 or as agreed upon by both parties.

7. **INVOICE:**

Contractor shall itemize all applicable products. Each invoice shall clearly identify the following information:

- A. Contractor's complete name and remit to address;
- B. Original Invoice billed to the County of Santa Clara with a reference to the department name;

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- C. Invoice shall list the invoice date, invoice number, and payment term;
 - D. Invoice shall list a County authorized purchase order number;
 - E. Invoice shall be mailed directly to the County Department stated under "Bill To" on the purchase order; and
 - F. Invoice must be billed according to the purchase order authorized quantity and price.
8. **PAYMENT OF INVOICE:**
The County will process full payment upon receipt of goods, correct invoice, and within the payment term as accepted by the County. Warrant will be made payable to the Contractor. Payment is deemed made when the County sends the warrant.
9. **PROMPT PAYMENT DISCOUNT:**
If the County accepts an offer, any prompt payment discount included in the offer will form a part of the related purchase order.
10. **LATE PAYMENT:**
The County will not pay late payment charges.
11. **WARRANTY:**
- 11.1 Contractor shall guarantee that the hardware and operating system (OS) software, if applicable, will perform according to manufacturer documentation. Hardware and OS software shall be covered under a maintenance agreement for three years 24x7x4 onsite repair with four hour response time, and include all parts, labor, and travel, as described in the manufacturer's maintenance agreement.
 - 11.2 Under the warranty and maintenance, all parts and labor costs, including shipping and handling to and from the County, shall be borne by the Contractor.
 - 11.3 All maintenance work shall be provided directly by IBM, the manufacturer. No limit to the number of service calls. Maintenance shall commence upon final acceptance by the County.
 - 11.4 Installation may be completed by the contractor or subcontracted to IBM, the manufacturer. Work shall be completed according to the Statement of Work which is attached. Contractor shall guarantee work and correct any work determine to be unsatisfactory by the County, at no additional cost.
 - 11.5 Unless otherwise agreed to in writing by the parties, all implied and express warranties pursuant to the California Commercial Code, sections 2312- 2317, shall apply to the goods covered by this bid.
12. **PURCHASE ORDER MODIFICATION:**
Once a purchase order is issued, the Contractor may not make any changes to the order. Any changes, alterations, modifications, and deviations resulting in extra cost will not be recognized or paid for by the County, if not listed on the purchase order. If an error is found, request for corrections to the purchase order shall be submitted in writing to the County Procurement Department. Corrections to the purchase order will be made via a change order by the County Procurement Department.

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13. **ACCOUNTABILITY:**

The Contractor will be the primary point of contact for all contractual matters, including delivery of all hardware and software listed on the purchase order.

14. **PATENT INDEMNITY:**

The Contractor shall hold the County of Santa Clara, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in connection with the contract.

15. **LIENS, CLAIMS, AND ENCUMBRANCES:**

Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims or encumbrances of any kind.

16. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

16.1 The County may terminate the purchase order and be relieved of the payment of any consideration to the Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the County may preceed with the services in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due the Contractor under the terms of the contract, and the balance, if any, shall be paid by the Contractor upon demand.

16.2 In the event any item furnished by the Contractor in the performance of the contract should fail to conform to the specifications therefore, the County may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith, without expense to the County and immediately to replace all such rejected items with others conforming to such specifications; provided that should the Contractor fail, neglect, or refuse to do so the County shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such item and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the prices named in the contract and the actual cost thereof to the County. In the event, the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of the County to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government.

16.3 The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

17. **NON-WAIVER BY ACCEPTANCE OF VARIATION:** Neither acceptance of nor payment for any work performed by the Contractor shall operate as a waiver of any of the provisions of this agreement nor shall a waiver of any breach hereof be deemed to be a waiver of any other or subsequent breach.

18. **COMPLIANCE WITH STATUTE:** The Contractor hereby warrants that all applicable Federal and State statutes and regulations or local ordinances will be complied with in connection with the sale and delivery of the property furnished.

19. **CONTRACTING PRINCIPLES:** Service contracts are subject to the Resolution of Contracting Principles adopted by the Board of Supervisors. Contractor shall comply with the entire resolution including the following:

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- A. Contractor shall, during the term of the contract, comply with all applicable federal, state, and local rules, regulations and laws.
- B. Contractor shall maintain financial records adequate to show that County funds paid under any contract for services were used for purposes consistent with the terms of the contract.

These records shall be maintained during the term of the contract and for a period of three (3) years from termination of the contract or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of the contract.

The failure of Contractor to comply with this Section or any portion thereof may be considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and/or non-renewal of the contract. Contractor shall be provided reasonable notice of any intended termination or non-renewal on the grounds of noncompliance with this Section, and the opportunity to respond and discuss the County's intended action.

20. **SEVERABILITY:**

Should any part of this contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the contract which shall continue in full force and effect, provided that the remainder of the contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

21. **SAFETY AND HEALTH STANDARDS:**

Contractor agrees to comply with the applicable provisions of the California Occupational Safety and Health Act of 1973, (Labor Code Section 6300 et. Seq.) and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor failure to comply with the act and any standards or regulations is issued there under.

22. **NONDISCRIMINATION:**

A. If an award is made, Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of

services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

B. Violation of this provision shall be deemed a material default by Contractor giving County a right to terminate the Purchase Order.

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23. **INSURANCE**

Contractor shall maintain insurance coverage that meets the minimum requirements of Exhibit C throughout the term of the agreement.

24. **ACCEPTANCE OF BID:**

A written Purchase Order mailed, or otherwise furnished, to the Contractor within the time for Acceptance results in a binding contract without further action by either party.

25. **SUBCONTRACTOR:**

Contractor may sub-contract portions of work under this Contract as needed to third parties. All sub-contractors are subject to the same provisions for providing service as the Contract between County and Contractor. Contractor is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

The following listed subcontractors have been approved to provide services under the terms and conditions of this agreement: (based upon bid response)_____

Contractor shall ensure that all subcontractors comply with the terms and conditions of this agreement.

26. **INDEPENDENT CONTRACTORS:**

The parties hereto agree that the Contractor, and any agents and employees of the Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Santa Clara County.

27. **ASSIGNMENT:**

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or right, title, or interest in or to the same, or any part thereof without written consent of the County Director of Procurement. Any attempt to do any of the foregoing without written consent shall be void. The contract shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties.

28. **GOVERNING LAWS:**

If an award is made, the purchase order shall be interpreted, construed and given effect in all respects according to the laws of the State of California. Proper venue for legal action regarding the agreement shall be in the County of Santa Clara.

29. **TERMINATION:**

29.1 Termination for Lack of Appropriations. The terms of this Agreement are contingent upon sufficient authorizations and appropriations being or having been made by the County for the performance of this Agreement. If sufficient authorizations and appropriations are not or have not been made by the County, or are discontinued by the County, this Agreement shall terminate upon written notice being given by County to the Contractor. The County's decision as to whether sufficient authorizations or appropriations are or have been made, or are or have been discontinued, shall be accepted by the Contractor and shall be final.

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29.2 Termination for Cause. County may immediately terminate this Agreement for cause upon written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (1) material breach of this Agreement by Contractor, (b) violation by Contractor of any applicable laws, (c) assignment by Contractor of this Agreement without the written consent of County pursuant to Section 12, (d) failure to provide services in a satisfactory manner. Such notice will specify the reason for termination and will indicate the effective date of such termination.

In the event of termination, Contractor will deliver to County copies of all reports and other work performed by Contractor under this Agreement and upon receipt thereof, Contractor will be paid for services performed and reimbursable expenses incurred to the date of termination. Any pre-paid maintenance fees shall be prorated and promptly refunded to the County.

SECTION IV LIST OF ITEMS

Bidder, see Attachment 1 – ITB Specifications and Requirements. All warranty work shall be provided directly by IBM. Installation services may be completed by the contractor or IBM.

SECTION V BID PRICING AND CONTENT

Bid pricing must be submitted on Attachment 2 – ITB Cost Response Form. Bidder must complete the form in its entirety. **Do not submit quote on any other form other than Attachment 2.**

SECTION VI ADDENDA AND REPRESENTATION

1. **ADDENDA:**

Bidder, if an Addendum is posted on www.rfpdepot.com, please acknowledge receipt by stating the Addendum number and date below.

Addendum #____ Date _____

Addendum #____ Date _____

2. **BIDDER'S REPRESENTATIONS:**

Bidder understands, agrees, and warrants:

- A. That Bidder has carefully read and fully understands the information that was provided by the County to serve as the basis for submission of this bid;
- B. That Bidder has the capability to successfully undertake and complete the responsibilities and obligations of the bid being submitted;
- C. That all information contained in the bid is true and correct to the best of Bidder's knowledge;
- D. That Bidder signed a non-collusion affidavit herewith attached with the bid;

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- E. That Bidder did not receive unauthorized information from any County staff or consultant during the bid period except as provided for in the ITB package, addenda thereto, or the pre-bid conference;
- F. That by submission of this bid, the Bidder acknowledges that the County has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Bidder, and Bidder hereby grants the County permission to make said inquiries, and to provide any and all requested documentation in a timely manner; and
- G. That Bidder offers and agrees to furnish the goods and services specified in the ITB package in accordance with the specifications, instructions, terms, and conditions stated herein.

No Bid shall be accepted which has not been signed in ink in the appropriate space below.

By signing below, the submission of a bid shall be deemed a representation and certification by the Bidder that they have investigated all aspects of the ITB, that they are aware of the applicable facts pertaining to the ITB process, its procedures and requirements, and that they have read and understand the ITB. No request for modification of the bid shall be considered after its submission on the grounds that the Bidder was not fully informed as to any fact or condition.

Company Name: _____

Address: _____

Telephone Number: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

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ATTACHMENT 1 – ITB SPECIFICATIONS AND REQUIREMENTS
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Listed below are the part numbers and description of the IBM equipment and related services and warranty. Section A lists the P series configurations. Sections B1 and B2 lists the Z series configurations. Installation services is only required for the Z series equipment.

Section A: P Series Hardware

<i>p560Q POWER5+ Server (16-way 1.8GHz CPU, 96GB RAM, 8x73.4GB 15K HDD, 8x4Gb FC HBA, 2x2-Port GigE, APV)</i>			
Product	Description	Qty	Solution
9116-561	p560Q: 9116 Model 561	1	Qty 2
0265	AIX Partition Specify	1	
1846	Op Panel	1	
1857	SP Flex Cable, Two-Drawer System	1	
1867	Processor Cable, Two-Drawer System	1	
1905	4Gb Single-Port Fibre Channel PCI-X 2.0 DDR Adapter	4	
1910	4Gb Dual-Port Fibre Channel PCI-X 2.0 DDR Adapter	4	
1971	73.4GB 15,000 RPM Ultra320 SCSI Disk Drive Assembly	8	
1983	IBM 2-Port 10/100/1000 Base-TX Ethernet PCI-X Adapter	2	
1993	IBM 4.7GB IDE Slimline DVD-RAM Drive	1	
4651	Rack Indicator, Rack #1	1	
5005	Software Preinstall	1	
6671	Power Cord (9-foot), Drawer to IBM PDU, 250V, 10A	4	
7164	IBM Rack-mount Drawer Rail Kit	2	
7235	One Processor Activation for Processor #7295	8	
7295	0/4 way 1.8GHz QCM Processor	4	
7300	System Drawer Enclosure w/ Bezel	2	
7304	Advanced POWER Virtualization	16	
7345	Zero-priced Processor Activation for #7295	8	
7768	Processor Power Regulator	6	
7865	Processor Enclosure And Backplane	2	
7866	I/O Backplane, 6 PCI-X Slots	2	
7867	System Midplane	2	
7868	Ultra320 SCSI 6-pack Backplane	2	
7869	Media Enclosure And Backplane	1	
7870	Power Distribution Backplane	2	
7878	System Port Riser Card	2	
7888	AC Power Supply, 240V, 1400 W	4	
7997	System Service Processor	1	
8231	Memory Offering 32GB/64GB/96GB/128GB (Multiples of 4 of 2x4GB DIMMs)	12	
9300	Language Group Specify - US English	1	

County of Santa Clara Procurement Department
 Invitation to Bid #757
 IBM Hardware and Related Services and Warranty

<i>AIX 5.3 Operating System</i>			
Product	Description	Qty	Solution
5692-A5L	System Software	1	Qty 2
0967	MEDIA 5765-G03 AIX 5L V5.3	1	
0968	AIX 5L V5.3 Expansion Pack	1	
0970	AIX 5L V5.3 Update CD	1	
0975	Microcode Update Files and Disc Tool CD	1	
1100	DVD Process Charge	1	
1403	Preinstall 64-bit Kernel	1	
1424	Partition Load Manager	1	
1492	Tivoli Access Mgr for Sys p V6 Client Code	1	
2924	English Language	1	
3435	DVD/CD-ROM	1	
3506	Suppress Single Pallet Delivery	1	
5005	Preinstall	1	
5924	English U/L SBCS Secondary Language	1	
9001	Asset Registration	1	
5692-A5L	System Software	1	Qty 2
1101	DVD Process No Charge	1	
2201	Virtual I/O Server V1.5	1	
2924	English Language	1	
3435	DVD/CD-ROM	1	
3470	Suppress Pubs	1	
5765-G03	AIX 5L for POWER V5.3	1	Qty 2
0009	Value Pak Per Processor E5 AIX V5.3	16	
5765-G31	Partition Load Manager	1	Qty 2
0001	Per Processor E5 Partition Load Mgr	16	
5765-G34	Virtual I/O Server	1	Qty 2
0001	Per Processor E5 Virtual I/O Server	16	
<i>7311 Model D11 I/O Drawer</i>			
7311-D11	I/O Drawer: 7311 Model D11	1	Qty 2
3147	RIO-2 (Remote I/O-2) Cable, 3.5M	2	
4650	Rack Indicator- Not Factory Integrated	1	
5706	IBM 2-Port 10/100/1000 Base-TX Ethernet PCI-X Adapter	3	
6006	SPCN 3m Cable	2	
6276	AC Power Supply, 288 W	2	
6438	Rio-2 Remote I/O Loop Adapter	1	
6459	Power Cord (12ft) 250V/10A, RA	2	
6582	Planar Board, 6 PCI-X Slots	1	
6583	Air Blower	1	
7311	Dual I/O Unit Enclosure	1	
9172	Power Specify A/C	1	
9300	Language Group Specify - US English	1	

County of Santa Clara Procurement Department
 Invitation to Bid #757
 IBM Hardware and Related Services and Warranty

T42 Rack			
Product	Description	Qty	Solution
7014-T42	Rack 1: Rack Model T42	1	Qty 1
0228	Rack Content Specify: 7311/D11 - (1X OR 2X = 4EIA)	2	
0261	Rack Content Specify: 9116/561 - 8U	2	
0284	Rack Content Specify 7042/CR4 1U	1	
4651	Rack Indicator, Rack #1	2	
6069	Front door (Black) for High Perforation (2m racks)	1	
6098	Side Panel (Black)	2	
6654	PDU to Wall Powercord 14', 200-240V/24A, UTG0247, PT#12	4	
7188	Power Dist Unit-Side Mount, Universal UTG0247 Connector	3	
9188	Power Distrib Unit Specify - Base/Side Mount, Universal UTG0247	1	
9300	Language Group Specify - US English	1	
7042 Model CR4 Hardware Management Console			
7042-CR4	HMC 1: 7042-CR4 Rack-Mounted Hardware Management Console	1	Qty 1
0962	Hardware Management Console Licensed Machine Code v7	1	
4651	Rack Indicator, Rack #1	1	
4767	HMC CR4 Redundant Power Supply, 670 W	1	
6458	Power Cable -- Drawer to IBM PDU, 14-foot, 250V//10A	2	
7801	Ethernet Cable, 6M, Hardware Management Console to System Unit	1	
9069	HMC/Server Order Linkage Indicator	1	
9300	Language Group Specify - US English	1	

**County of Santa Clara Procurement Department
 Invitation to Bid #757
 IBM Hardware and Related Services and Warranty**

The County is seeking pricing on three types of warranty upgrade options.

1-Yr 24x7 Software	Maintenance and Support		
6942-25B	Warranty Service Upgrade - 1 Year	1	Qty 2
0050	Request Proposal for Prices	1	
4524	WSU Same Day 24x7x4 Response	1	
6042	7311-D11 24x7x4 WSU	1	
7839	9116-561 24x7x4 WSU	1	
5771-SWM	AIX Software Maintenance, 1 Year	1	Qty 2
0490	E5 1-Yr SWMA for AIX per Processor Reg/Ren	16	
0492	E5 1-Yr Services 7x24 Support per Processor Reg/Ren	16	
5809	Software Maintenance Agreement	1	
5771-PLM	Partition Load Manager Software Maintenance, 1 Year	1	Qty 2
0675	5771-PLM SWMA 1-Yr Reg E5	16	
0676	Per processor 1-Yr SWMA 24x7 Support E5	16	
5771-VIO	Virtual I/O Server Software Maintenance, 1 Year	1	Qty 2
0615	Per Processor E5 VIO 1-Yr SWMA	16	
0616	Per Processor E5 VIO 1-Yr SWMA 24x7 Support	16	
5771-RS1	HMC Software Support, 1 Year	1	Qty 1
0612	Per Processor Software Support 1-Yr	1	
0614	Per Processor 24x7 Software Support 1-Yr	1	
7000	Agreement for MCRSA	1	
3-Yr 24x7 Software	Maintenance and Support		
6942-25B	Warranty Service Upgrade - 3 Year	1	Qty 2
0050	Request Proposal for Prices	1	
4524	WSU Same Day 24x7x4 Response	1	
6042	7311-D11 24x7x4 WSU	1	
7839	9116-561 24x7x4 WSU	1	
5773-SM3	AIX Software Maintenance, 3 Year	1	Qty 2
0462	E5 3-Yr SWMA for AIX per Processor Reg/Ren	16	
0464	E5 3-Yr Services 7x24 Support per Processor Reg/Ren	16	
5809	Software Maintenance Agreement	1	
5773-PLM	Partition Load Manager Software Maintenance, 3 Year	1	Qty 2
0625	5773-PLM SWMA 3-Yr Reg E5	16	
0626	Per processor 3-Yr SWMA 24x7 Support E5	16	
5773-VIO	Virtual I/O Server Software Maintenance, 3 Year	1	Qty 2
0571	Per Processor E5 VIO 3-Yr SWMA	16	
0572	Per Processor E5 VIO 3-Yr SWMA 24x7 Support	16	

County of Santa Clara Procurement Department
 Invitation to Bid #757
 IBM Hardware and Related Services and Warranty

3-Yr 24x7 Software	Maintenance and Support (continued)		
5773-RS3	HMC Software Support, 3 Year	1	Qty 1
0569	Per Processor Software Support 3-Yr	1	
0570	Per Processor 24x7 Software Support 3-Yr	1	
7000	Agreement for MCRSA	1	
5-Yr 24x7 Software Maintenance & Support			
	Warranty Service Upgrade - 5 Year	1	Qty 2
	Request Proposal for Prices	1	
	WSU Same Day 24x7x4 Response	1	
	7311-D11 24x7x4 WSU	1	
	9116-561 24x7x4 WSU	1	
	AIX Software Maintenance, 5 Year	1	Qty 2
	E5 5-Yr SWMA for AIX per Processor Reg/Ren	16	
	E5 5-Yr Services 7x24 Support per Processor Reg/Ren	16	
	Software Maintenance Agreement	1	
	Partition Load Manager Software Maintenance, 5 Year	1	Qty 2
	5773-PLM SWMA 5-Yr Reg E5	16	
	Per processor 5-Yr SWMA 24x7 Support E5	16	
	Virtual I/O Server Software Maintenance, 5 Year	1	Qty 2
	Per Processor E5 VIO 5-Yr SWMA	16	
	Per Processor E5 VIO 5-Yr SWMA 24x7 Support	16	
	HMC Software Support, 5 Year	1	Qty 1
	Per Processor Software Support 5-Yr	1	
	Per Processor 24x7 Software Support 5-Yr	1	
	Agreement for MCRSA	1	

County of Santa Clara Procurement Department
 Invitation to Bid #757
 IBM Hardware and Related Services and Warranty

Section B1: Z Series Hardware - Z9 2096 Server

Product	Description	Qty	Solution
2096-R07	IBM System z9 Business Class	1	Qty 1
84	HMC	2	
89	SE-Ethernet Switch	1	
114	Cargo Cage Airflow Cd	21	
155	Orbit CEC	1	
160	Fan-out Card	2	
161	MBA Fan-out Airflow	6	
323	STI-A8 Card Mother	2	
325	STI-MP Card Daughter	4	
1115	Model R07	1	
1502	2 GB Memory Card	4	
2323	16 Port ESCON	3	
2324	ESCON Channel Port	8	
2699	Memory Airflow	4	
2901	8GB LICCC Enabled Memory	1	
3067	Support Element w/ Dual E	2	
3318	FICON Express4-2C SX	2	
3365	OSA-Express2 GbE SX	2	
3366	OSA-Express2 1000BASE-T E	2	
3863	CPACF Enablement	1	
4914	2-Way Processor D02	1	
5818	E02 Capacity Marker	1	
6094	17 inch flat panel	1	
6095	20 inch flat panel	1	
7843	CP-D	2	
7866	IFL	1	
8987	14 ft 250v 3 PH Cord	1	
9000	Multi Order Ship Parts Flag	1	
9001	Multi Order Rec Flag-NB	1	
9004	Downgraded PUs Per Request	1	
9967	Site Tool Kit	1	
Optional Services			
6942-59E	zSeries Fiber Cabling Services	1	
6606	31 to 40 Fiber Optic Cables	1	
N/A	IBM education credit - \$15,000	1	
Installation Services			
	Installation Services under Section B1: Statement of Work	1 lot	

The County will select the standard one year, 3 year or 5 year warranty.

Extended Warranty	WSU Warranty Upgrade 24x7: 3 year 24x7 ServiceSuite	1
	WSU Warranty Upgrade 24x7: 5 year 24x7 ServiceSuite	1

**County of Santa Clara Procurement Department
 Invitation to Bid #757
 IBM Hardware and Related Services and Warranty**

Section B1: Statement of Work for IBM Z9 2096 Server

The following services will be required:

1. Systems assurance review: pre-installation site planning, analysis and recommendations necessary for the installation of the hardware and software
2. Installation of the hardware, and QA testing
3. Cabling services for the existing hardware infrastructure (i.e. printers, VTS, etc)
4. Skill transfer to County staff adequate to operate the hardware and software
5. 10 hours of training and knowledge transfer in HMC operation, and IOGEN consultation.

Section B2: Z Series – DS6800 Storage

Product	Description	Qty	Solution
2101-200	Storage Solutions Rack	1	Qty 1
2101-9006	DS6800/DS6000 Products Integ in 2101-200 Rack	1	
2101-9188	Two – Side Mount 1-phase PDUs-Base	1	
2101-9300	U.S English	1	
2101-9854	Pwr Cords, 1-ph NEMA I6-30	1	
1750-522	IBM TotalStorage DS6800	1	
1750-800	Integrate in 2101-200 Rack	1	
1750-948	IBM system z Linux	1	
1750-5210	PTC - 1TB unit	3	
1750-1211	Modem Country Group M01	1	
1750-1320	2 Gbps Fibre Channel Short Wave SFP	2	
1750-2060	2GB-146 GB 15K DRIVE SET	4	
1750-1354	7M (50 micron) LC-LC cable	2	
1750-5010	OEL – 1Tb	3	
1750-5920	FICON attachment	1	
1750-9019	English Translation Materials	1	
1750-9850	Power Cord 125V/10A	1	
<i>Installation Services</i>	Installation Services under Section B2: Statement of Work	1 lot	

The County will select the standard one year, 3 year or 5 year warranty.

<i>Extended Warranty</i>	WSU Warranty Upgrade 24x7: 3 year 24x7 ServiceSuite	1
	WSU Warranty Upgrade 24x7: 5 year 24x7 ServiceSuite	1

**County of Santa Clara Procurement Department
Invitation to Bid #757
IBM Hardware and Related Services and Warranty**

Section B2: Statement of Work for IBM DS6800 Storage

The following services will be required:

1. Systems assurance review: pre-installation site planning, analysis and recommendations necessary for the installation of the hardware and software
2. Installation of the hardware, and QA testing.
3. Cabling the DS6800
4. Upgrade Firmware for the DS6800 controllers
5. Firmware & NVSRAM (as required)
6. Upgrade Firmware for DS6800 (as required)
7. Verify DS6800 recognition of 1750
8. Installed hard drives in 1750 (as required)
9. Configure 1750 for 4 drive sets
10. Data migration support
11. Skill transfer to County staff adequate to operate the hardware and software
12. 8 hours of training and knowledge transfer.

County of Santa Clara Procurement Department
Invitation to Bid #757
IBM Hardware and Related Services and Warranty

ATTACHMENT 2 – ITB COST RESPONSE FORM
PAGE 1 OF 3

Bidder, please complete this form in its entirety.

1. Please state your payment term, including any prompt payment discount: _____

For bid evaluation purposes, the County does not deduct prompt payment discounts that require payment in less than thirty (30) days. However, if the County accepts an offer, any prompt payment discount included in the offer will form a part of the related purchase order or contract.

2. Are you an IBM recognized authorized reseller for the P and Z series hardware? _____

3. Can you deliver all goods and complete installation services in January 2008? _____

4. Products must be shipped FOB destination – freight prepaid and allowed.

5. Sales tax: Quote sales tax separately.

A. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, except taxes legally payable by the County, will be paid by the County unless expressly included and itemized below.

B. The County does not pay Federal Excise Taxes (F.E.T). Do not include these taxes in your bid price, but do list the amount of any such tax as a separate item. The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94 730482K

6. Bidder, if you are proposing pricing based upon a government contract which the County will incur additional costs, you **MUST** indicate the % fee that will be incurred and reference the contract below. Enter "N/A" if no additional costs will be incurred.

_____ % of the total price will be invoiced by _____
(identify name of contract)

Contract # _____

7. **All costs** associated with this purchase must be stated below. The County will not be held liable for payment on any cost not specifically listed below.

Note: An estimated or To-Be-Determined (TBD) bid will not be considered.

8. The County reserves the right to award a section or sections to one or more bidder. If bidding all or none, bidders must specify here: _____

9. Will Bidder provide media for the software? Yes _____ No _____

10. Is the software maintenance optional? Yes _____ No _____

Print Company Name: _____

**County of Santa Clara Procurement Department
 Invitation to Bid #757
 IBM Hardware and Related Services and Warranty**

Section A: P-Series Hardware

Item #	Part #	P-Series Hardware	Qty	Unit Price	Extension
1	9116-561	P560Q: 9116 Model 561	2	\$	\$
2	5692-A5L	AIX 5.3 Operating System	2	\$	\$
3	5692-A5L	System Software	2	\$	\$
4	5765-G03	AIX 5L for Power V5.3	2	\$	\$
5	5765-G31	Partition Load Manager	2	\$	\$
6	5765-G34	Virtual I/O Server	2	\$	\$
7	7311-D11	I/O Drawer: 7311 Model D11	2	\$	\$
8	7014-T42	Rack 1: Rack Model T42	1		\$
9	7042-CR4	HMC1: 7042- CR4 Rack Mounted Hardware Management Console	1		\$
				Subtotal =	\$

Extended Warranty and Upgrade – see Attachment 1 for detailed description. The County will select one out of the three options offered.

1 year	6942-25B	Warranty Service Upgrade – 1 year 24x7x4	2	\$	\$
	5771-SWM	AIX Software Maintenance – 1 year	2	\$	\$
	5771-PLM	Partition Load Manager Software Maintenance – 1 year	2	\$	\$
	5771-VIO	Virtual I/O Server Software Maintenance – 1 year	2	\$	\$
	5771-RS1	HMC Software Support – 1 year	1		\$
				Subtotal 1 year =	\$
3 years	6942-25B	Warranty Service Upgrade – 3 year 24x7x4	2	\$	\$
	5773-SM3	AIX Software Maintenance – 3 year	2	\$	\$
	5773-PLM	Partition Load Manager Software Maintenance – 3 year	2	\$	\$
	5773-VIO	Virtual I/O Server Software Maintenance – 3 year	2	\$	\$
	5773-RS3	HMC Software Support – 3 year	1		\$
				Subtotal 3 years =	\$
5 years		Warranty Service Upgrade – 5 year 24x7x4	2	\$	\$
		AIX Software Maintenance – 5 year	2	\$	\$
		Partition Load Manager Software Maintenance – 5 year	2	\$	\$
		Virtual I/O Server Software Maintenance – 5 year	2	\$	\$
		HMC Software Support – 5 year	1		\$
				Subtotal 5 years =	\$

**County of Santa Clara Procurement Department
 Invitation to Bid #757
 IBM Hardware and Related Services and Warranty**

Section B1 – Z – Series Server

Item #	Part #	Z-Series Server	Qty	Unit Price
1	2096-R07	IBM System z9 Business Class	1	\$

Item #	Part #	Optional Services	Qty	Unit Price
2	6942-59E	zSeries Fiber Cabling Services	1	
3	6606	31 to 40 Fiber Optic cables	1	
3	N/A	IBM Education credit	1	<\$15,000.00

Installation Services: A full description is listed on Attachment 1.

Item #	Part #	Installation Services	Qty	Unit Price
4		Installation per Section B1 SOW	1 lot	\$

Subtotal = \$ _____

The County will select the standard one year, 3 year or 5 year warranty.

Item #	Extended Warranty	Qty	Unit Price
5	WSU Warranty Upgrade 24x7: 3 year 24x7 ServiceSuite	1	\$
6	WSU Warranty Upgrade 24x7: 5 year 24x7 ServiceSuite	1	\$

Section B2: Z – Series Storage

Item #	Part #	Z-Series Storage	Qty	Unit Price
1		DS6800 Storage Hardware	1	\$

Installation Services: A full description is listed on Attachment 1.

Item #	Part #	Installation Services	Qty	Unit Price
2		Installation per Section B2 SOW	1 lot	\$

Subtotal = \$ _____

The County will select the standard one year, 3 year or 5 year warranty.

Item #	Extended Warranty	Qty	Unit Price
3	WSU Warranty Upgrade 24x7: 3 year 24x7 ServiceSuite	1	\$
4	WSU Warranty Upgrade 24x7: 5 year 24x7 ServiceSuite	1	\$

Print Name: _____ Authorized Signature: _____

Company Name: _____ Date: _____

**County of Santa Clara Procurement Department
Invitation to Bid #757
IBM Hardware and Related Services and Warranty**

EXHIBIT A – NON-COLLUSION DECLARATION

I, _____, am the
(Print Name)
_____ of _____,
(Position/Title) (Name of Company)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid; and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner directly or indirectly, sought by Agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the Bid contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct:

Print or Type Name: _____

Authorized Signature: _____

Company Name: _____

Date: _____

**County of Santa Clara Procurement Department
Invitation to Bid #757
IBM Hardware and Related Services and Warranty**

EXHIBIT B - DESIGNATION OF SUBCONTRACTORS

Bidder shall completely fill in the form below for each subcontract that exceeds one-half percent (1/2%) of the bidder's total Base Bid. A subcontractor is defined as one whom:

- 1) Performs work or labor
- 2) Provides a service to the bidder
- 3) Specially fabricates and installs a portion of the work according to the plans and specifications

Work shall be done in compliance with California Public Contract Code 4100-4114 and any amendment thereof.

Bidder shall assume full responsibilities for the actions, omissions and errors of subcontractors listed below. No change in subcontractor shall be permitted, after award, without prior written approval from the County Procurement Department Buyer or his/her designee. Changes in subcontractors without prior written consent from the County Procurement Department Buyer or his/her designee can result in the cancellation of the purchase order.

NAME OF SUBCONTRACTOR	COMPLETE ADDRESS AND TELEPHONE NUMBER	SPECIALTY

Print or Type Name: _____
Authorized Signature: _____
Company Name: _____
Date: _____

**County of Santa Clara Procurement Department
Invitation to Bid #757
IBM Hardware and Related Services and Warranty**

**EXHIBIT C – INSURANCE REQUIREMENTS
INSURANCE REQUIREMENTS FOR
CONTRACTS +\$100,000**

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request. This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$2,000,000
 - d. Personal Injury - \$1,000,000

**County of Santa Clara Procurement Department
Invitation to Bid #757
IBM Hardware and Related Services and Warranty**

EXHIBIT B-2 (revised)
Rev. 4/2002 2

2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance
For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.
- 4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)
For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.
5. Workers' Compensation and Employer's Liability Insurance
 - a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
 - b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

**County of Santa Clara Procurement Department
Invitation to Bid #757
IBM Hardware and Related Services and Warranty**

EXHIBIT B-2 (revised)
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2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
 3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
 4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.
- F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.