INVITATION TO BID

BID CONTROL NUMBER ITB 260011

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DATA CENTER / 911 / JAIL UPS REPLACEMENT PROJECT

Jackson County Board of Commissioners

Publish Date: October 28, 2026

Bid Opening Date & Time: Thursday, November 19, 2026 at 2:00 pm, local time (EST)
Pre-Bid Date & Time: Tuesday, November 10, 2026 at 3:30 pm, local time (EST)
Questions Deadline Date & Time: Wednesday, November 11, 2026 at 5:00 pm, local time (EST)

Jackson County Board of Commissioners
4965 Jackson Parkway
Jefferson, GA 30549

DATE: September 28, 2026

TO: General Contractors

SUBJECT: Request for Bid for **DATA CENTER / 911 / JAIL UPS REPLACEMENT PROJECT**

INQUIRIES REGARDING REQUEST FOR BID SHOULD BE MADE IN WRITING BY EMAIL TO PURCHASING, BIDOPPORTUNITIES@JACKSONCOUNTYGOV.COM, and BARRY PUCKETT, PROJECT MANAGER, BPUCKETT@JACKSONCOUNTYGOV.COM

Jackson County Board of Commissioners (hereafter referred to as Jackson County) is requesting bids from qualified electrical contractors and Uninterruptible Power Supply (UPS) system integrators for the replacement of existing UPS systems serving critical Information Technology and Public Safety infrastructure at two County facilities:

1. Jackson County Courthouse Data Center
2. Jackson County Sheriff / E911 Center Data Center

The project shall include all equipment, materials, labor, supervision, engineering coordination, electrical work, manufacturer services, startup, testing, commissioning, monitoring integration, documentation, training, removal of existing equipment, and other work necessary to provide complete and fully operational UPS systems.

The County's data centers support critical government, network, server, telecommunications, public safety, Sheriff, and E911 systems. Maintaining electrical availability throughout the project is therefore a critical requirement.

The existing UPS systems shall remain fully operational and continue protecting the existing critical loads until the County authorizes the final cutover. Removal or disconnection of an existing UPS prior to the approved cutover is prohibited.

The engineering drawings, electrical plans, one-line diagrams, equipment schedules, specifications, and other documents provided with this RFP shall be considered part of these technical requirements.

Each bidder must deposit with his bid a Bid Bond for 5% of the total bid. Performance and Payment Bonds in the amount for 100% of the contract price will be required if the contract is awarded.

Bids shall be submitted with 1 (one) hard copy and 1 (one) copy on a flash drive placed in an envelope, Labeled: **ITB 260119, "UPS Replacement Systems"** and delivered to

Jackson County Board of Commissioners Administrative Building
Finance Department
Attention: Purchasing
4965 Jackson Parkway Jefferson,
Georgia 30549

No later than November 19, 2026 at 2:00 PM EST.

A qualified interpreter for the hearing impaired is available upon request at least 10 (ten) days in advance of the bid opening date. Please call (706)367-6312 for more information. This service is in compliance with the American with Disabilities Act (ADA).

Jackson County reserves the right to reject any and all bid submittals, to waive any technicalities or irregularities and to award the bid based on the highest and best interest of Jackson County.

GENERAL INSTRUCTIONS FOR BIDDERS

I. SCOPE OF WORK:

The Contractor shall provide a complete, turnkey replacement of the existing Uninterruptible Power Supply (UPS) systems at the Courthouse Data Center and Sheriff/E911 Data Center. The scope includes:

- Field verification of existing electrical infrastructure, UPS configurations, critical loads, and generator connections.
- Furnishing and installing new UPS systems, batteries, maintenance bypass equipment, and associated electrical components.
- Integration with the County's existing Schneider Electric EcoStruxure monitoring environment.
- Equipment delivery, rigging, installation, electrical modifications, and coordination with existing infrastructure.
- Manufacturer-authorized startup, commissioning, and functional testing.
- Coordinated cutover with minimal disruption to critical operations.
- Removal and lawful disposal or recycling of existing equipment.
- Final labeling, as-built drawings, operating documentation, warranties, and staff training.

The Contractor shall provide all labor, materials, equipment, and incidental services necessary for a complete, code-compliant, operational installation.

ENGINEERING DRAWINGS AND FIELD VERIFICATION

The Contractor shall review all County-provided engineering drawings and specifications and verify existing site conditions before ordering equipment. Engineering drawings shall govern UPS capacity, voltage, electrical distribution, breaker and conductor sizing, battery runtime, equipment locations, and other technical requirements unless modified by written addendum. The Contractor shall identify and report any discrepancies between drawings and actual field conditions before proceeding.

UPS MANUFACTURER AND MONITORING REQUIREMENTS

The County has standardized its UPS monitoring environment on Schneider Electric EcoStruxure. Acceptable manufacturers are:

- **Schneider Electric:** Galaxy Series UPS.
- **Eaton:** Enterprise/data-center UPS with verified EcoStruxure compatibility.

Alternate manufacturers will not be accepted.

All proposed systems shall support monitoring of UPS status, alarms, battery health, electrical loads, and power events through the County's existing EcoStruxure environment.

Eaton proposals must clearly identify the integration method and include all required interfaces, hardware, software, licensing, and configuration services. Unsupported custom integrations are not acceptable.

UPS PERFORMANCE AND BATTERY REQUIREMENTS

Each UPS shall be a new, enterprise-class, true online double-conversion system designed for continuous protection of mission-critical infrastructure. UPS capacity and runtime shall meet engineering specifications. Equipment shall not be downsized based solely on current operating loads. Battery systems shall:

- Be new, manufacturer-compatible, and sized for the specified runtime.
- Include all required cabinets, modules, disconnects, wiring, and monitoring components.

- Support battery health monitoring and automated testing.
- Allow safe maintenance and replacement.
- Comply with applicable electrical, fire, and manufacturer requirements.

Proposals shall identify battery technology, configuration, expected service life, runtime, warranty, and replacement requirements.

MAINTENANCE BYPASS

The installation shall include the maintenance bypass configuration specified in the engineering drawings, allowing the UPS to be safely isolated for maintenance or replacement while maintaining power to protected equipment. The bypass should include appropriate safety interlocks and documented operating and restoration procedures.

ELECTRICAL INSTALLATION AND GENERATOR COMPATIBILITY

All electrical work shall be performed by appropriately licensed and qualified personnel in accordance with the engineering drawings, applicable codes, and manufacturer requirements. The Contractor shall provide all necessary breakers, disconnects, conduit, conductors, grounding, equipment supports, labeling, and associated electrical materials. The Contractor shall verify compatibility with existing generator and automatic transfer switch systems, including voltage, frequency, capacity, battery charging loads, and UPS operating characteristics. UPS shall operate reliably on generator power without repeated or unnecessary transfers to battery operation.

ELECTRICAL SAFETY AND CODE COMPLIANCE

The Contractor shall verify equipment fault-current ratings, overcurrent protection, electrical coordination, and applicable arc-flash requirements. All work shall comply with applicable federal, Georgia, and local codes, including relevant NFPA, NEC, UL, IEEE, NEMA, OSHA, and manufacturer standards. Where requirements conflict, the more stringent requirement shall apply unless otherwise directed by the County or County Engineer.

CONTINUITY OF CRITICAL OPERATIONS

Both facilities support mission-critical County operations. Existing UPS systems shall remain operational until replacement equipment is installed, prerequisite work is completed, testing is performed, and the County authorizes the final cutover. The Contractor shall complete as much installation work as practical without interrupting critical loads.

No interruption of data center power is permitted without prior written County authorization.

SCHEDULED OUTAGES AND CUTOVER

Any planned electrical outage affecting data center equipment shall occur **on Saturday or Sunday, after 9:00 PM or before 8:00 AM**, within a County-approved outage window. The Contractor shall coordinate cutover activities with County IT, Facilities, Sheriff/E911 personnel, the UPS manufacturer, and other affected parties. The County reserves the right to postpone an outage due to operational needs, emergencies, severe weather, or other circumstances.

CUTOVER METHOD OF PROCEDURE (MOP)

Before any scheduled outage, the Contractor shall submit a written MOP for County approval. The MOP shall identify responsible personnel, electrical configurations, affected equipment, step-by-step cutover procedures, safety requirements, estimated timelines, load transfers, testing, and emergency restoration procedures. The County may require revisions before authorizing the cutover. The MOP must be submitted a minimum of two (2) weeks prior the proposed cutover.

ROLLBACK AND CONTINGENCY PLANNING

The Contractor shall provide a documented rollback and emergency restoration plan addressing equipment failures, electrical issues, generator incompatibility, monitoring failures, or inability to complete work within the approved outage window. All equipment and materials required for rollback shall be onsite before the cutover begins. Irreversible removal of existing equipment shall not begin until the replacement installation has reached a point where the approved cutover can reasonably be completed.

TEMPORARY POWER

Respondents shall describe their proposed strategy for maintaining critical power during installation and cutover. Any required temporary UPS equipment, bypass arrangements, power distribution, or other continuity measures should be clearly identified and included in the proposal.

ECOSTRUXURE INTEGRATION

Both UPS systems should be fully integrated into the County's existing Schneider Electric EcoStruxure monitoring environment. The Contractor shall furnish all required communications hardware, interfaces, software, licenses, configuration, and integration services. Successful monitoring and visibility of both systems through EcoStruxure are required for final acceptance.

EQUIPMENT DELIVERY AND INSTALLATION

The Contractor shall be responsible for delivery, unloading, rigging, placement, anchoring, and installation of all equipment. The Contractor shall verify access routes, floor loading, clearances, and other site requirements before delivery. Any damage to County property resulting from installation activities shall be repaired at the Contractor's expense.

EXISTING EQUIPMENT REMOVAL

Following successful commissioning and County acceptance, the Contractor shall disconnect and remove existing UPS systems, batteries, and associated equipment designated for replacement. All equipment removal requires County authorization. Batteries and other materials shall be recycled or disposed of in accordance with applicable regulations.

MANUFACTURER STARTUP AND ACCEPTANCE TESTING

Initial startup and commissioning shall be performed or supervised by a factory-authorized manufacturer technician. Before final acceptance, the Contractor shall demonstrate successful operation of utility power, UPS and battery systems, bypass functions, generator compatibility, alarms, monitoring, and protected load continuity. Load-bank testing shall be performed when required by engineering specifications. County representatives or the County Engineer may witness testing. Manufacturer startup reports and test results shall be provided to the County.

EQUIPMENT LABELING

The Contractor shall provide permanent, professionally produced labels for UPS equipment, batteries, breakers, disconnects, panels, feeders, emergency controls, and applicable electrical hazards. Labels shall correspond with the final as-built documentation. Handwritten labels are not acceptable.

DOCUMENTATION AND PROJECT CLOSEOUT

The Contractor shall provide electronic closeout documentation for each facility, including:

- Equipment Documentation: Specifications, models, serial numbers, and configurations.
- Testing: Manufacturer startup, commissioning, and acceptance test reports.
- Warranty and Maintenance: Warranty coverage, maintenance requirements, and battery replacement schedules.
- Operating Procedures: Manuals, bypass instructions, startup/shutdown, and emergency procedures.
- Final Documentation: Approved MOP, as-built electrical drawings, installation photographs, and manufacturer support contacts.

TRAINING

The Contractor or manufacturer shall provide onsite training for designated County IT and Facilities personnel. Training shall address normal UPS operation, monitoring, alarms, battery maintenance, bypass procedures, preventive maintenance, and emergency response. Remote training may be provided only with County approval.

WARRANTY AND SUPPORT

Respondents shall identify UPS and battery warranties, parts and labor coverage, manufacturer support, emergency service availability, and applicable response times. Proposals shall also identify recommended preventive maintenance, annual maintenance costs, and available extended warranty options. All proposed equipment shall be current-production models with ongoing manufacturer support.

CONTRACTOR QUALIFICATIONS

Respondents shall demonstrate experience installing and commissioning comparable UPS systems in mission-critical facilities. Proposals shall include:

- Applicable Georgia electrical contractor licensing.
- Identification of the electrical contractor and UPS integrator.
- Manufacturer authorization or certification.
- Experience with the proposed UPS platform, generator-backed installations, maintenance bypass systems, and critical-load cutovers.
- Experience in integrating enterprise UPS monitoring systems.
- At least three references for comparable installations, including at least one mission-critical facility.

Acceptable reference environments include government, public safety, E911, data centers, healthcare, financial institutions, or comparable facilities.

REQUIRED PROPOSAL TECHNICAL INFORMATION

Each Respondent shall provide the following information separately for the Courthouse Data Center and Sheriff/E911 Data Center:

- Proposed UPS: Manufacturer, model, kVA/kW capacity, input/output electrical ratings, power factor, efficiency, dimensions, and weight.
- Battery System: Battery type, model, quantity, runtime at design load, expected service life, and warranty.
- Electrical Requirements: Breaker sizes, bypass configuration, conductors, grounding, heat rejection, and required clearances.
- Monitoring: Network management capabilities, supported protocols, EcoStruxure integration, additional hardware/software, and recurring costs.
- Installation: Estimated installation and cutover durations, staffing, service continuity and rollback procedures, and temporary power requirements.
- Warranty: UPS, battery, and labor coverage, manufacturer startup services, and extended warranty options.

II. GENERAL TERMS AND CONDITIONS:

A. QUALITY OF WORKMANSHIP: All work shall be quality work performed according to the standards of the industry, and to the complete satisfaction of Jackson County.

B. PERSONNEL QUALIFICATIONS: Jackson County reserves the right to refuse to accept services from any personnel deemed by Jackson County to be unqualified, disorderly, or otherwise unable to perform assigned work.

C. DETAILED SPECIFICATIONS: This project will be under the supervision of the County IT Director who will be inspecting all work completed under this contract.

1. Upon being awarded the contract by Jackson County, the approved contractor will execute a contract with Jackson County to provide services. The contractor agrees to perform all work in accordance with the bid schedule and set bid prices as outlined in their signed proposal. The prices submitted in the bid proposal will be valid until the completion of all projects originally listed in the bid proposal.

2. The approved contractor agrees to commence work within thirty (30) days of receiving the Notice to Proceed and will complete all the original work as outlined in this Bid Request within the time specified. Any additional work will be discussed and a reasonable start and completion date will be negotiated.

3. Jackson County will only pay invoices that have been reviewed and approved by the architect for the quantities submitted for payment.

D. MATERIAL SPECIFICATIONS: All material used in the performance of this contract must meet state and local requirements for use by an approved vendor. The contractor will be responsible for verifying this information with the architect.

E. SCHEDULING AND COORDINATION: It is the responsibility of the contractor to coordinate all work schedules and inspections with the IT Director. Failure to do so may result in the delay of processing invoices for payment.

F. OTHER REQUIREMENTS: A Bid Bond for 5% of the base bid on the bid form must be submitted with the bid. Performance and Payment Bonds in the amount of 100% of the contract price will be required if the contract is awarded.

G. MANDATORY PRE-BID CONFERENCE: There will be a mandatory pre-bid conference held on Tuesday, November 10, 2026 at 3:30 pm, local time (EST) in the Kevin C. Poe meeting room in the Jackson County Administrative building at 4965 Jackson Parkway in Jefferson, Georgia. Prospective prime bidders who do not attend will not be considered for the job award. There will be a site walkthroughs at this meeting and we expect it will take approximately two hours.

Questions concerning this bid package or the bid process should be directed in writing by email to bidopportunities@jacksoncountygov.com, with the Bid Control number (260011) identified in the email title. Technical questions concerning the work being requested in this BID REQUEST should be submitted to Project Manager, Barry Puckett, bpuckett@jacksoncountygov.com with a copy to bidopportunities@jacksoncountygov.com All questions should be submitted in writing no later than Wednesday, November 11, 2026 at 5:00 pm, local time (EST).

III. PURCHASING ORDINANCE:

This Invitation to Bid (ITB) is subject to the provisions of the Jackson County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this contract in their entirety except as amended or superseded herein.

A. MANDATORY USE OF JACKSON COUNTY FORM AND TERMS AND CONDITIONS: Failure to submit a bid on the official Jackson County form provided for that purpose shall be a cause for rejection of the bid. Return of the complete document is required. Modification of or additions to any portion of the invitation may be cause for rejection of the bid; however, Jackson County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.

B. PRECEDENCE OF TERMS: Except for paragraphs A, B, C, J, K and N of the General Terms and Conditions, which shall apply in all instances, in the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions for use in a particular procurement, the Special Terms and Conditions shall prevail.

C. CLARIFICATION OF TERMS: If any prospective bidder has questions about the specifications or other bid documents, the prospective bidder should contact Project Manager, Barry Puckett, bpuckett@jacksoncountygov.com with copy to bidopportunities@jacksoncountygov.com All questions should be submitted in writing no later than Wednesday, November 11, 2026 at 5:00 pm, local. Any revisions to the invitation will be made only by addendum issued by the Purchasing Manager.

D. TESTING/INSPECTION: Jackson County reserves the right to conduct any test or inspection it may deem advisable to assure materials and services conform to the specification.

E. PAYMENT TERMS: Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

F. INVOICES: Invoices for services ordered, delivered and accepted by Jackson County shall be submitted by the contractor direct to the payment address shown on the contract.

G. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, Jackson County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies, which Jackson County may have.

H. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of Jackson County.

I. ETHICS IN PUBLIC CONTRACTING: By submitting their bids, all bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit or money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

J. DEBARMENT STATUS: By submitting their bids, all bidders certify that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia.

K. NON-COLLUSION CERITFICATION: Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same project,

and that the bid is bona fide and is in all respects fair and without collusion or fraud.

L. APPLICABLE LAW AND COURTS: Any contract resulting from this BID REQUEST shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. The contractor shall comply with applicable federal, state and local laws and regulations.

M. QUALIFICATION OF BIDDERS: Jackson County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work/furnish the items and the bidder shall furnish to Jackson County all such information and data for this purpose as may be requested. Jackson County reserves the right to inspect bidder's physical plant prior to award to satisfy questions regarding the bidder's capabilities. Jackson County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy Jackson County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the items contemplated therein.

N. WITHDRAWAL OF BID DUE TO ERRORS:

1. 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 bide 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 low bid.

2. 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 of 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.

3. Supplier has up to forty-eight (48) hours to notify the Jackson County Purchasing Office of an obvious clerical error made in calculation of a 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 (if one was required). Bid may not be withdrawn otherwise.

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

P. LATE OFFERS: Jackson County will not be responsible for or consider late receipt of bids.

Q. EO/AA STATEMENT: Jackson County, an Equal Opportunity Affirmative Action institution covered by Presidential Executive Order 11246 as amended, advises all contractors, subcontractors, vendors and suppliers that direct or indirect receipt of federal funds may require appropriate action on their part.

R. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011
Vendors submitting a response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

A. The form must be signed by an authorized officer of the contractor or their authorized agent.

B. The form must be notarized.

C. The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.

V. SPECIAL TERMS AND CONDITIONS:

A. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Jackson County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

B. AWARD OF CONTRACT: Jackson County will make award to the lowest responsive and responsible bidders unless there is a case for exception as listed in Section 2-155(j) of Jackson County's Purchasing Ordinance. Due consideration will be given to price, quality as judged by tests and previous experience, and the ability of the bidders to render required services. Jackson County reserves the right to conduct any test it may deem advisable and to make all evaluations. Jackson County also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of Jackson County to be in its best interest.

C. BID ACCEPTANCE PERIOD: This bid shall be binding upon the bidder for 60 calendar days following the bid opening date. Any bid on which the bidder shortens the acceptance period may be rejected.

D. BID PRICES: Bid prices submitted by the Contractor must remain firm for the entire length of the initial bid period and/or until the original list of projects as outlined in the specifications are completed.

E. CANCELLATION OF CONTRACT: Jackson County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

F. CHANGES: By written notice to the contractor, Jackson County may from time to time make changes, within the general scope of the contract, in the goods or services to be provided by the contractor.

G. CONTRACT DOCUMENTS: The contract entered into by the parties shall consist of this Invitation To Bid, the signed bid submitted by the contractor, the Jackson County Contract Form, General Terms and Conditions, Special Terms and Conditions, Specifications and Attachments, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents.

H. CONTRACT PERIOD: The contract period is defined above in paragraph II.D.1.

I. IDENTIFICATION OF BID ENVELOPE: The signed bid and additional copy on thumb drive should be returned via mail or hand delivery in a separate envelope or package, sealed and identified as follows:

BID CONTROL NUMBER ITB 260011
UPS Replacement Systems

From: ***Bidder Company Name***

The envelope should be addressed to Jackson County Board of Commissioners, Attention: Purchasing, 4965 Jackson Parkway, Jefferson, GA, 30549.

If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the Finance Department office at the location given above. No other correspondence or other bids should be placed in the envelope.

J. INDEMNIFICATION: The contractor agrees to indemnify, defend and hold harmless Jackson County and their officers, agents, and employees from any claims, damages and actions of any kind or nature whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature provided by the contractor.

K. INDEPENDENT CONTRACTOR: The contractor shall not be an employee of Jackson County, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments, which shall bind Jackson County, or to otherwise act on behalf of Jackson County, except as Jackson County may expressly authorize in writing.

L. INSPECTION OF WORK SITE: Contractors desiring to submit a proposal for this BID REQUEST MUST attend the pre-bid meeting and tour the sites. Claims, as a result of failure to do so, will not be considered by Jackson County.

M. INSURANCE:

1. The contractor shall provide Jackson County a Certificate of Insurance prior to the start of any work and agrees to maintain such insurance until the completion of the contract. The minimum limits of liability shall be:

   A. Workers' Compensation - In compliance with Georgia State Law

   B. Broad Form Comprehensive General Liability, $1,000,000.00, to include:

      1. Premises – Operations
      2. Products / Completed Operations
      3. Contractual
      4. Personal Injury
      5. Owners and Contractors Protective

2. Jackson County reserves the right to require higher limits on any contract provided notice of such requirements is stated in the proposal for such contract. Included in the certificate of insurance shall be a hold harmless agreement saving Jackson County harmless from any liability from the contractor or from any subcontractors or by anyone directly or indirectly employed by either. Jackson County is to be named as additional insured.

   A 30-day notice of cancellation or non-renewal in writing shall be furnished by certified mail to the certificate holder at the address indicated on the face of this form. Also, when deemed necessary, the contractor will provide explosion, collapse and underground coverage (X, C and U coverage).

   The contractor agrees to be responsible for, indemnify and save harmless Jackson County and their representatives from the payment of all sums of money by reason of any claim against Jackson County or their representatives under the Workmen's

Compensation Act, and by reason of all or any other occurrences resulting in bodily injury or property damage that may happen to occur upon or about said work. The contractor agrees that it will, at all times, and at least for one year after the completion of the work, indemnify and save harmless Jackson County against liabilities resulting from bodily injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

3. ALL BIDDERS PROVIDE THE FOLLOWING INFORMATION:

NAME OF INSURANCE CARRIER:

NAME OF INSURANCE AGENT:

TELEPHONE NUMBER:

BROAD FORM COMPREHENSIVE

GENERAL LIABILITY LIMIT: $

AUTOMOBILE LIABILITY LIMIT: $

POLICY EXPIRATION DATE:

If a bidder fails to provide all the above information or does not indicate an amount of coverage, the bidder's signature on this invitation constitutes certification that, if the bidder is awarded the contract, the bidder shall obtain the necessary coverage as specified within ten days of notification of award of the contract.

If at any time or times any claim or claims shall be made to Jackson County by a subcontractor or other persons for any money due for any work, labor or material done upon or supplied upon the work herein contracted for, done for, furnished, or supplied, to the party of the first part, Jackson County may retain such amount as may be due, or may thereafter become due under this contract, or may pay the same when said claim shall thereafter be finally established in court, and such amount is hereby assigned to Jackson County to pay such claim or claims, such payment to be done when so established, but the contractor shall not be entitled to demand or receive payment of this agreement until all disputes, disagreements, and questions between the parties herein affecting the right to any portion of the amount claimed, shall have been settled as above provided for, and Jackson County is hereby authorized to deduct from the said amount any money due it upon any account or claim.

N. PROTECTION OF PERSONS AND PROPERTY:

1. The contractor shall take every precaution at all times for the protection of persons and property, including Jackson County's employees and property and its own.

2. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work under this contract.

3. The contractor shall continuously maintain adequate protection of all work from damage and shall protect Jackson County property from injury or loss arising in

connection with this contract. The contractor shall make good any such damage, injury or loss.

O. SAFETY: The contractor shall maintain an adequate safety program to insure the safety of contractor employees, subcontractor employees, and all other individuals working under this contract. In addition, the contractor must also provide Jackson County with a written safety program that he intends to follow in pursuing work under this contract. No work under this contract will be permitted until Jackson County is assured that the contractor has an adequate safety program in effect.

P. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of Jackson County. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Jackson County the names, qualifications and experience of their proposed subcontractors. The contractor will, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

Nothing in the agreement shall be constructed as authority for the contractor to make commitments, which shall bind Jackson County, or to otherwise act on behalf of Jackson County, except as Jackson County may expressly authorize in writing.

Q. SUPERINTENDENCE BY CONTRACTOR: The contractor shall be responsible for all work means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract except where otherwise specified herein. The contractor shall, at all times, enforce strict discipline and good order among the workers, and shall not employ any unfit person or anyone not skilled in their work.

R. WORK SITE DAMAGES: Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to Jackson County's satisfaction at the contractor's expense.

S. Following contract award and before ordering equipment, the Contractor shall submit the following for review:

- Equipment Specifications: UPS, batteries, maintenance bypass, and network management components.
- Physical Requirements: Dimensions, weights, heat loads, and equipment layouts.
- Electrical Requirements: Input/output ratings, breakers, conductors, and applicable one-line diagrams.
- Technical Documentation: Shop drawings, manufacturer warranties, monitoring architecture, and EcoStruxure integration details.

Equipment shall not be ordered until all required submittals have been reviewed and approved through the County's project approval process.

The Contractor shall coordinate all work affecting production electrical systems through Jackson County's change-management process. No changes shall occur without prior County approval. Any material deviation from the approved design must be documented and approved by the County and Engineer before proceeding. The Contractor shall immediately notify the County of any condition that could affect electrical safety, system reliability, generator compatibility, UPS capacity or runtime, electrical coordination, maintenance bypass operation, data center availability, project cost, or schedule.

The project shall not be considered complete until:

- Both UPS systems are installed and critical loads successfully transferred.
- UPS, battery, bypass, and generator operations are tested and verified.
- EcoStruxure monitoring is operational with no unresolved critical alarms.
- Equipment labeling, authorized removal, and site cleanup are complete.
- Manufacturer commissioning reports, training, as-built drawings, and closeout documentation are delivered.
- **Jackson County has formally inspected and accepted both installations.**
- **Successful energization alone shall not constitute final acceptance.**

The intent of this bid is to provide Jackson County with two complete, reliable, maintainable, monitored, and fully commissioned UPS installations capable of supporting the County's critical Information Technology, Sheriff, and E911 operations.

T. OTHER SPECIAL INSTRUCTIONS/TERMS: See Section II G – Other requirements concerning bid and bid award.

VI. METHOD OF PAYMENT: Jackson County will authorize payment to the contractor after providing satisfactory service and receipt of the contractor's invoice for services rendered. Payment will be made on a monthly basis at the prices as bid, Net 30.

BID FORM

Pricing should be sufficiently detailed to allow Jackson County to identify the cost of major project components. Respondents shall separately identify, for each data center:

Respondents shall provide separate, fixed-price quotes for each data center, including all equipment, materials, labor, and services necessary for a complete installation.

Cost Component	**Courthouse Data Center**	**Sheriff/E911 Data Center**
UPS and Battery Equipment	$	$
Monitoring and Network Equipment	$	$
Electrical Materials and Installation	$	$
Startup, Testing, and Training	$	$
Existing Equipment Removal and Disposal	$	$
Other Costs (Specify)	$	$
Total per Facility	$	$
Combined Project Total		$

ADD 5 year maintenance cast - annually

Pricing Requirements: All costs shall be included in the bid. Any exclusions, optional services, recurring maintenance, or licensing fees shall be identified separately. Also identify engineering/shop drawings, freight, after-hours/weekend labor, extended warranty, preventive maintenance, optional equipment, and exclusions.

The proposed price shall include the required night/weekend cutover and shall not assume that the County will allow a normal-business-hours shutdown.

Illegal Immigration Reform and Enforcement Act of 2011

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91(b)(1)

The Jackson County Board of Commissioners and Contractor agree that compliance with the Illegal Immigration Reform and Enforcement Act of 2011 are conditions of this Agreement for the physical performance of services.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the Jackson County Board of Commissioners has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present and affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are
as follows:

_____

E-Verify Employment Eligibility Verification User Identification Number

_____

Date of Authorization to Use Federal Work Authorization Program

_____

NAME OF CONTRACTOR

_____

Name of Project

Jackson County Board of Commissioners
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, _____, 20___ in _____ (City), _____ (State).

_____

Signature of Authorized Officer or Agent

_____

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF_____, 20____

_____

Notary Public

My Commission Expires: _____

This form must be returned with the bid package submitted.

The following pages include a sample contract that will become finalized based on selection by Jackson County Board of Commissioners. Please execute as part of your bid package submission

CONTRACT

This Agreement made and entered into this _____ Day of _____ , Two Thousand and Twenty Six,

BETWEEN

The Owner: The Jackson County Board of Commissioners
Jackson County, Georgia
4965 Jackson Parkway
Jefferson, GA 30549

And the Contractor: _____
(Co. Name & Address) _____
_____

PROJECT: ITB 260011 **DATA CENTER / 911 / JAIL UPS REPLACEMENT PROJECT**

, Jackson County, GA

==========

WITNESSETH: That said Contractor has agreed, and by these presents does agree, with the said County, for the consideration herein mentioned and under the provisions of the Invitation To Bid (ITB) as required by the Specifications to furnish all equipment, tools, material, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, proposal made by the Contractor, the Advertisement, the Instructions to Bid, Special Terms and Conditions and this Agreement, including all work outlined in the Scope of Service and listed in the conditions, provisions and specification to wit:

ARTICLE 1

The Contract Documents

The Contract Documents consist of this Agreement, the Invitation To Bid (ITB) 260011, the Contractor's Response to ITB 260011, Drawings, Specifications, and Addenda issued prior to execution of this Agreement and all Change Orders issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2

The Work

The Contractor shall perform all work required by the Contract Documents for:

PROJECT: ITB 260011 **DATA CENTER / 911 / JAIL UPS REPLACEMENT PROJECT**

, Jackson County, GA

All Work performed under this contract is subject to inspection by the Architect and Project Manager of Jackson County, Georgia. It shall be the Contractor's responsibility to coordinate with the above for inspection services. All Work shall be performed in accordance with current state and local laws and regulations for the State of Georgia.

ARTICLE 3

Time of Commencement and Completion

The Work to be performed under this Contract shall begin within thirty (30) days after the Contractor has received the Notice to Proceed (NTP) and will be completed within 14 months of starting the project.

ARTICLE 4

Contract Price

The Owner shall pay the Contractor, for the performance of the Work completed and approved by the architect as provided in the Conditions of the Contract, _____ in current funds, as calculated by the unit prices provided in the Contractor's response to the ITB. This price shall remain fixed during the entire length of the original contact period or until the satisfactory completion of all of the projects listed in the ITB. The Scope of Service as outlined in the ITB shall only be modified by a Change Order approved by all Parties. Each Change Order that is approved by Owner and Contractor will detail any unit price changes that are calculated according to the conditions outlined in the ITB.

ARTICLE 5

Payment

Payment for the Work as described in Article 4 above, shall be made monthly only for the portion of Work that is completed and inspected by the IT Director during the month. Payment will be made within thirty (30) days after the completion of the Work, provided that the Contractor fully performed in accordance with the Contract Documents. The Contractor shall complete and submit an invoice for the monthly payment to the Jackson County Government, Attention: Accounts Payable, 4965 Jackson Parkway, Jefferson, Georgia 30549. Jackson County reserves the right to request proof of performance of all work completed under this contract.

ARTICLE 6

Georgia Illegal Immigration Reform and Enforcement Act of 2011

Contractor agrees and acknowledges that compliance with the requirements of the Georgia Illegal Immigration Reform and Enforcement Act of 2011 are conditions of this Contract. The Contractor Affidavit and Agreement executed by Contractor pursuant to O.C.G.A. §13-10-91(b)(1) is hereby

incorporated into this Agreement by reference and made a part of this Contract. By the execution of this Contract, the Contractor affirms that the Illegal Immigration Reform and Enforcement Act of 2011 Contractor Affidavit submitted with the response to ITB 260009 is still valid, that the Contractor's Federal Work Authorization Number has not changed, that the Contractor will utilize the Federal Work Authorization Program during the duration of this contact, that the Contractor will ensure that all subcontractors and sub-subcontractors working on the Project covered by this Contract are participating in the Federal Work Authorization Program and have completed the Subcontractors and/or Sub-subcontractor Affidavit, and that the Contractor will advise the Owner of hiring a new subcontractor and/or sub-subcontractor and will provide the Owner with a Subcontractor/Sub-subcontractor Affidavit attesting to the subcontractor's/sub-subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of hiring before the subcontractor/sub-subcontractor begins working on the Project. The Contractor understands and will ensure that all subcontractors and sub-subcontractors understand that knowingly and willfully making a false, fictitious, or fraudulent statement in an affidavit submitted in compliance with O.C.G.A. §13-10-91 shall be guilty of a violation of Code Section §16-10-20 and, upon conviction, shall be punished as provided for in such Code Section. Additionally, any contractor and/or sub-contractor convicted for false statements based upon a violation of this Code Section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following the conviction

IN WITNESS WHEREOF, the Parties have executed this Contract on the date first written above.

OWNER:
Jackson County Board of Commissioners

CONTRACTOR:

_____
Company's Legal Name

_____
Marty Clark, Chairman

_____
Representative

ATTEST:

ATTEST:

_____
Notary Public

_____
Notary Public