



Collin County Purchasing

2019-147

Uninterruptible Power Supply Replacement

Issue Date: 4/9/2019

Response Deadline: 5/2/2019 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Kenny Gardner, Buyer II

Address: 2300 Bloomdale Rd.

Ste. 3160

Purchasing

Admin. Building

Ste.3160

McKinney, TX 75071

Phone: (972) 548-4124

Fax: (972) 548-4694

Email: kgardner@co.collin.tx.us

Event Information

Number: 2019-147
Title: Uninterruptible Power Supply Replacement
Type: Invitation for Bid
Issue Date: 4/9/2019
Response Deadline: 5/2/2019 02:00 PM (CT)
Notes: Please log in to view bid documents.

Ship To Information

Contact: Call Ext. 4516
Address: 2100 Bloomdale Rd.
Ste. 00138
Computer Parts Warehouse
Courthouse
Ste. 00138
McKinney, TX 75071

Billing Information

Contact: Accounts Payable
Address: 2300 Bloomdale Rd
Ste. 3100
Auditor
Jack Hatchell Admin. Bldg
Ste. 3100
McKinney, TX 75071
Phone: 1 (972) 548-4733
Email: accountspayable@co.collin.tx.us

Bid Activities

Pre-Bid Meeting

4/23/2019 2:00:00 PM (CT)

Pre-Bid Meeting: A Pre-Bid Meeting will be held on April 23rd 2019 at the Collin County Central Plant Conference Room located at 4600 Community Ave, McKinney, TX 75071. We will meet in the lobby. All prospective offerors are requested to have a representative present. It is the offeror's responsibility to review the site and documents to gain a full understanding of the requirements of the IFB.

Bid Attachments

Legal Notice 2019-147.doc

Legal Notice

[View Online](#)

General_Instructions_Bid.docx

General_Instructions_Bid

[View Online](#)

Terms_of_Contract_Bid.docx

Terms_of_Contract_Bid

[View Online](#)

3.0 Insurance_Requirements.doc

Insurance

[View Online](#)

4.0 Special_Conditions_and_Specifications.docx

4.0 Special Conditions & Specifications

[View Online](#)

Attachment A.docx

Attachment: A - ISX Solution Project# ISX0001329172-0009

[View Online](#)

Attachment B.docx

Attachment: B - ISX Solution Project# ISX0001329175-0009

[View Online](#)

Attachment C.docx

Attachment: C - ISX Solution Project# ISX0001504600-0013

[View Online](#)

Attachment D.xlsx

Attachment: D - Trade-In Listing For ISX Solution ISX0001329175-0009

[View Online](#)**Attachment E.xlsx**

Attachment: E - Trade-In Listing for ISX Solution ISX0001504600-0013

[View Online](#)**HB23 CIQ.docx**

Information Regarding Conflict of Interest Questionnaire

[View Online](#)**CIQ_113015.pdf**

Conflict of Interest Questionnaire

[View Online](#)**HB89 Verification.docx**

HB89/Chapter 2270 Verification

[View Online](#)**W9_2014.pdf**

W-9

[View Online](#)**Requested Attachments****Contact List***(Attachment required)*

Per Section 4.16

W-9*(Attachment required)***2270 Verification***(Attachment required)***Conflict Of Interest****Bid Attributes****1 eBid Notice**

Collin County exclusively uses IonWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means. Please initial.

*(Required: Maximum 1000 characters allowed)***2 Contact Information**

List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and or offers in response to this solicitation.

(Required: Maximum 4000 characters allowed)

3 Delivery

Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination. Please state delivery in calendar days from date of order.

(Required: Maximum 1000 characters allowed)

4 Exceptions

Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions.

Yes No

(Required: Check only one)

5 Insurance Acknowledgement

I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. A certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.

(Required: Maximum 1000 characters allowed)

6 Subcontractors

State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".

(Required: Maximum 4000 characters allowed)

7 Reference No. 1

List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

8 Reference No. 2

List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

9 Reference No. 3

List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Texas references preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

10 Cooperative Contracts

As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

Yes No

(Required: Check only one)

1
1 **Preferential Treatment**

The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). 1. Is your principal place of business in the State of Texas? 2. If your principal place of business is not in Texas, in which State is your principal place of business? 3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage? 4. If your state favors resident bidders, state by what dollar amount or percentage.

(Required: Maximum 4000 characters allowed)

1
2 **Debarment Certification**

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Please initial.

(Required: Maximum 1000 characters allowed)

1
3 **Immigration and Reform Act**

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County. Please initial.

(Required: Maximum 1000 characters allowed)

1
4 **Disclosure of Certain Relationships**

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071. Please initial.

(Required: Maximum 1000 characters allowed)

**1
5** **Anti-Collusion Statement**

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list. Please initial.

(Required: Maximum 1000 characters allowed)

**1
6** **Disclosure of Interested Parties**

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016. Please initial.

(Required: Maximum 1000 characters allowed)

**1
7** **Notification Survey**

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165. How did you receive notice of this request?

- Plano Star Courier Plan Room Collin County eBid Notification Collin County Website
 Other

(Required: Check only one)

**1
8** **Bidder Acknowledgement**

Bidder acknowledges, understands the specifications, any and all addenda, and agrees to the bid terms and conditions and can provide the minimum requirements stated herein. Bidder acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid submittal resulting from Bidder's failure to do so. Bidder acknowledges the prices submitted in this Bid have been carefully reviewed and are submitted as correct and final. If Bid is accepted, vendor further certifies and agrees to furnish any and all products upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid. Please initial.

(Required: Maximum 1000 characters allowed)

2 Provide Complete Turnkey Installation of Eight (8) APC Uninterruptable Power Supplies Using APC ISX Solution ISX0001329175-0009
(Response required)

Quantity: 1 UOM: lump sum Unit Price: \$ Total: \$

Item Notes: Refer to Attachment B

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

Item Attachments

Attachment B.docx [View Online](#)

Attachment: B

3 Provide Complete Turnkey Installation of Forty-Two (42) APC Uninterruptable Power Supplies Using APC ISX Solution ISX0001504600-0013
(Response required)

Quantity: 1 UOM: lump sum Unit Price: \$ Total: \$

Item Notes: Refer To Attachment C

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

Item Attachments

Attachment C.docx [View Online](#)

Attachment: C

4 Trade-In Equipment Associated With APC ISX Project# ISX0001329175-0009
(Response required)

Quantity: 1 UOM: lump sum Unit Price: \$ Total: \$

Item Notes: Enter a negative value as a total for all trade-in equipment listed under Attachment D. Trade-in values will be deducted from the overall bid total. Trade-in values should not be included in equipment purchase line items.

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

Item Attachments

Attachment D.xlsx [View Online](#)

Attachment: D

5 Trade-In Equipment Associated With APC ISX Project# ISX0001504600-0013

(Response required)

Quantity: 1 UOM: lump sum Unit Price: \$ Total: \$

Item Notes: Enter a negative value as a total for all trade-in equipment listed under Attachment E. Trade-in values will be deducted from the overall bid total. Trade-in values should not be included in equipment purchase line items.

No bid
 Additional notes
(Attach separate sheet)

Supplier Notes: _____

Item Attachments

Attachment E.xlsx

[View Online](#)

Attachment: E

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder.

1.0.1.4 IFB: refers to Invitation For Bid.

1.1 If Bidder does not wish to submit an offer at this time, please submit a No Bid.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid may not be withdrawn or canceled by the bidder prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids for any or all products and/or services covered in an Invitation For Bid (IFB), and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All IFB's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's may be submitted in electronic format via Collin County eBid.

1.9 All Invitation For Bids (IFB) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation for Bids (IFB) submitted in hard copy paper form. IFB's received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid, and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than the date specified in the solicitation. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytexas.com>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Bidders taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder shall state these exceptions in the section provided in the IFB or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders: A prospective Bidder must meet the following minimum requirements:

1.19.1 have adequate financial resources, or the ability to obtain such resources as required;

1.19.2 be able to comply with the required or proposed delivery/completion schedule;

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of an IFB.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

1.25 Bidder shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

2.0 TERMS OF CONTRACT

2.1 A bid, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County IFB is for the execution of a public work, the following shall apply:

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall

be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.12 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.13 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.14 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.15 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid price. All components required to render the item complete, installed and operational shall be included in the total bid price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.16 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.17 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.18 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.18.1 Collin County Purchase Order Number;

2.18.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.18.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.20 All warranties shall be stated as required in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County Homeland Security prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.
- 2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.
- 2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or “lockdown”; and (7) subjected to a search of your person or property. While the Collin County Sheriff’s Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.34 Delays and Extensions of Time when applicable:

2.34.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.34.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor’s affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County, County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

2.36 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

2.37 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2270.001 of the Texas Government Code which states a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and, (2) will not boycott Israel during the term of the contract. By submitting a response to a Collin County solicitation, the vendor will be required to sign the Chapter 2270 Verification form prior to a recommendation of the contract. This Act is effective September 1, 2017.

2.38 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability.

- Each Occurrence: \$2,000,000
- Personal & Adv Injury: \$1,000,000
- Products/Completed Operation: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$1,000,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance including owned, non-owned, and hired vehicles used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability and Workers' Compensation.

3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.3 All insurance shall be purchased from an insurance company that meets the following requirements:

3.3.1 A financial rating of A+VII or better as assigned by the BEST Rating Company or equivalent.

3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.4.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

4.1 Authorization: By order of the Commissioners' Court of Collin County, Texas, sealed bids will be received for **Uninterruptible Power Supply (UPS) Systems Replacement, IFB 2019-147**.

4.2 Purpose: The intended use/purpose of this Invitation for Bid is to provide and install 52 replacement UPS systems at various locations throughout Collin County. With each installation of new UPS equipment will also require the removal of any and all existing uninstalled equipment being replaced. This solicitation is *brand specific*. Collin County has standardized APC as its preferred manufacturer for Uninterruptible Power Supply (UPS) under Court Order 2010-993-12-06, Construction Standards.

4.3 Term: Provide for a contract commencing upon award and shall continue in full force and effect through September 30, 2019

4.4 Background Check: Once awarded, a mandatory background check performed by Collin County will be required for all persons who will work onsite.

4.5 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the county from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Collin County fiscal year shall be subject to budget approval.

4.6 Pre-Bid Meeting: A Pre-Bid Meeting will be held on April 23rd 2019 at the Collin County Central Plant Conference Room located at 4600 Community Ave, McKinney, TX 75071. We will meet in the lobby. All prospective offerors are requested to have a representative present. It is the offeror's responsibility to review the site and documents to gain a full understanding of the requirements of the IFB.

4.7 Price Reduction: If during the life of the contract, the bidder's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the county shall receive such price reduction.

4.8 Payment: Monthly payments will be made by Collin County on a progress completion basis. All completed replacements will be inspected and approved by the Collin County Utilities Manager before payments will be approved.

4.9 Delivery Location: Delivery will be FOB inside delivery at Collin County, Attention: Computer Parts Warehouse, 2100 Bloomdale Road, McKinney, TX 75071. All fees related to and including delivery, freight, fuel surcharges, and installation shall be included in the pricing of the bid. Collin County will not accept or be held responsible for any additional fees.

4.10 Testing: Testing may be performed at the request of Collin County by an agent so designated by the county without expense to Collin County.

4.11 Approximate Usage: Approximate usage does not constitute an order but only implies the probable supplies the County will use. Approximate value of this contract is \$391,000.00.

4.12 Evaluation and Award: Award of the contract shall be made to the responsive bidder(s) who submit the lowest and best bid meeting specifications. Collin County reserves the right to award the bid in whole, by section or by line item as the country deems in its best interest.

The bidder's past experience of honoring contracts at the bid price, as well as their past history with Collin County will be an important consideration in the evaluation of the lowest and best bid.

Bidders failing to provide the information necessary for the evaluation of the bid may be considered nonresponsive.

4.13 Bid Documents: Bidder shall notify Collin County prior to bid if the bid documents are missing scope, incomplete.

4.14 Sub-contractors: Bidder shall state names of all sub-contractors and the type of work they will be performing. If a bidder fails to specify a sub-contractor, then bidder shall be deemed to have agreed that bidder is fully qualified to perform the contract himself, and that bidder will fully perform the contract work.

No bidder whose bid is accepted shall (a) substitute any sub-contractor, or (b) permit a sub-contractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original sub-contractor listed in the original proposal without approval in writing from the Collin County Purchasing Department.

The successful bidder further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful bidder's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.

4.15 Warranty: If within one year after final acceptance of the work performed or within the terms of the manufacturer warranty, whichever is greater, any of the workmanship or material is found to be defective or not in accordance with the specifications of the contract, the contractor shall make any corrections deemed necessary by Collin County within ten (10) business days after receipt of a written notice from Collin County. Collin County shall give such notice promptly after discovery of any such findings. The vendor shall remove from the site all portions of the work which are defective or nonconforming and in which have not been corrected unless removal is waived in writing by Collin County. If the replacement parts, materials, etc., utilized for this project

are covered by a standard manufacturer's warranty greater than one (1) year, the vendor must extend that coverage to Collin County.

4.16 Scheduling: Once awarded, vendor will work with the Collin County Facilities, Utilities Manager to review the schedule of work. Vendor must be available during standard work hours of 7:00 am to 4:00 pm Monday through Friday, excluding Collin County approved holidays. Vendor shall also be available before or after regular business hours to complete any work that would otherwise interrupt daily functions of County offices. Any such work will be preplanned and scheduled with the Collin County Facilities, Utilities Manager.

4.17 Scope: The vendor shall provide turnkey installation of all listed APC UPS units including all materials, parts, components, and labor for fifty-two (52) complete and functional APC UPS systems per these specifications.

4.17.1 All materials, parts, and components used shall be provided as OEM new and unused.

4.17.2 Once awarded, vendor will immediately contact the Collin County Facilities, Utilities Manager to create an approved and acceptable installation schedule. Any deviations from said schedule that shall cause delay of further installations, twenty-four (24) hours or more, or that shall cause any interruptions to Collin County operations shall be communicated in writing and approved by the Collin County Facilities, Utilities Manager in advance.

4.17.3 All fees and expenses including but not limited to, installation, removal, materials, components, travel expenses, freight, delivery, shall be included in the bid submission. Collin County will not accept or be responsible for any additional expenses. Equipment included within each ISX Solution Project is noted within Attachment A, B, and C

4.17.4 Trade-In: Collin County has provided an itemized list including model number and serial number for all trade-in items. Please refer to Attachments D & E. All Trade-in items shall be priced as a negative dollar value, which will be deducted from the overall bid total. Trade-in values should not be included in the equipment purchase line items.

4.17.5 Collin County will be responsible for any and all electrical work necessary to install the UPS systems.

4.17.6 Once received by Collin County, Computer Parts Warehouse, it is the responsibility of the vendor to account for and safely transport all APC UPS units to each end location for installation. Collin County shall not be held responsible for any damaged, missing, lost, or stolen items, materials, equipment.

4.17.7 Vendor shall provide in the bid submission, a working telephone number and email address for 24-hour technical support.

4.17.8 Bidder shall contact APC – Schneider Electric directly and reference each of the multiple APC ISX Solution project numbers in order to obtain pricing for each ISX installation project located in Attachments A, B, C, as well as D & E for Trade –In values

ATTACHMENT: A



Products and Services

ISX0001329172-0009

ISXD Design 1

Room Components - Equipment

Item No.	Qty.	Product	Description
2	1	SY40K40F	Symmetra PX 40kW Scalable to 40kW N+1, 208V
3	1	SYCFXR8-8	Symmetra PX 40KW Extended Run Battery Frame with 8 Battery Modules & Startup
4	1	SYPM10KF2	Symmetra PX 10kW Power Module, 208V, High Efficiency
5	1	PSX-PDU120V	120 V TYPE PDU
5.1	1	ELECTRICAL SYSTEM 120V	ELECTRICAL SYSTEM 120V
5.1.1	1	0G-PD40G6FK1-M	TYPE B PDU INCL. 480V STEP DOWN TRANSFORMER & MBP
5.2	1	DISTRIBUTION BREAKERS 12 0V	TYPE & AMP OF DISTRIBUTION CKT BRKS
5.2.1	84	0M-0218	S/A BLANK PNL 1P CKTBRK NAM PSX-PDU
5.3	1	INSTRUMENTATION 120V	INSTRUMENTATION OPTIONS
5.3.1	1	AR8108BLK	1U Blanking Panel Kit 19" Black
5.4	1	OPTIONS & ACCESSORIES 12 0V	OPTIONS AND ACCESSORIES
5.4.1	1	0G-PSX-B-UM-EN	USER MANL ASSY PSX B
5.5	1	RACK COLOR	RACK COLOR
5.5.1	1	0M-1292	KIT PSX-PDU BLACK EXTERIOR
6	1	SY40K40F	Symmetra PX 40kW Scalable to 40kW N+1, 208V
7	1	SYCFXR8-8	Symmetra PX 40KW Extended Run Battery Frame with 8 Battery Modules & Startup
8	1	SYPM10KF2	Symmetra PX 10kW Power Module, 208V, High Efficiency
9	1	PSX-PDU120V	120 V TYPE PDU
9.1	1	ELECTRICAL SYSTEM 120V	ELECTRICAL SYSTEM 120V
9.1.1	1	0G-PD40G6FK1-M	TYPE B PDU INCL. 480V STEP DOWN TRANSFORMER & MBP
9.2	1	DISTRIBUTION BREAKERS 12 0V	TYPE & AMP OF DISTRIBUTION CKT BRKS
9.2.1	84	0M-0218	S/A BLANK PNL 1P CKTBRK NAM PSX-PDU
9.3	1	INSTRUMENTATION 120V	INSTRUMENTATION OPTIONS
9.3.1	1	AR8108BLK	1U Blanking Panel Kit 19" Black

ATTACHMENT: A



ISXD Design 1

Room Components - Equipment

Item No.	Qty.	Product	Description
9.4	1	OPTIONS & ACCESSORIES 12 0V	OPTIONS AND ACCESSORIES
9.4.1	1	0G-PSX-B-UM-EN	USER MANL ASSY PSX B
9.5	1	RACK COLOR	RACK COLOR
9.5.1	1	0M-1292	KIT PSX-PDU BLACK EXTERIOR

Room Components – Warranty and Onsite Service Package

Item No.	Qty.	Product	Description
14	2	WOE1YR-PX-24	(1) Year On-Site Warranty Extension for (1) Symmetra PX UPS 40kVA 40 and/or PDU
15	8	WUPG4HR-UG-01	1 Year 4HR 7X24 Response Upgrade to Factory Warranty or Existing Service Contract for up to 40 kVA

Custom Service Package

Item No.	Qty.	Product	Description
1	1	QWINSTALL-QMRO77527-00	Existing UPS Removal and Placement of New UPS' in Necessary Locations. Does not include Electrical Installation. Includes required factory start up and assembly for Symmetra PX 40 UPS Systems

3/13/19

2019-147

Draft Document Until Award

ATTACHMENT: B



Products and Services

ISX0001329175-0009

Copy ISXD Design 1

Room Components - Equipment

Item No.	Qty.	Product	Description
7	1	SY40K40F	Symmetra PX 40kW Scalable to 40kW N+1, 208V
8	1	SYCFXR8-8	Symmetra PX 40KW Extended Run Battery Frame with 8 Battery Modules & Startup
9	1	SYPM10KF2	Symmetra PX 10kW Power Module, 208V, High Efficiency
10	1	PSX-PDU120V	120 V TYPE PDU
10.1	1	ELECTRICAL SYSTEM 120V	ELECTRICAL SYSTEM 120V
10.1.1	1	0G-PD40G6FK1-M	TYPE B PDU INCL. 480V STEP DOWN TRANSFORMER & MBP
10.2	1	DISTRIBUTION BREAKERS 120V	TYPE & AMP OF DISTRIBUTION CKT BRKS
10.2.1	84	0M-0218	S/A BLANK PNL 1P CKTBRK NAM PSX-PDU
10.3	1	INSTRUMENTATION 120V	INSTRUMENTATION OPTIONS
10.3.1	1	AR8108BLK	1U Blanking Panel Kit 19" Black
10.4	1	OPTIONS & ACCESSORIES 120V	OPTIONS AND ACCESSORIES
10.4.1	1	0G-PSX-B-UM-EN	USER MANL ASSY PSX B
10.5	1	RACK COLOR	RACK COLOR
10.5.1	1	0M-1292	KIT PSX-PDU BLACK EXTERIOR

Room Components – Extended Warranty and Onsite Service Contract

Item No.	Qty.	Product	Description
15	1	WOE1YR-PX-24	(1) Year On-Site Warranty Extension for (1) Symmetra PX UPS 40kVA 40 and/or PDU
16	4	WUPG4HR-UG-01	1 Year 4HR 7X24 Response Upgrade to Factory Warranty or Existing Service Contract for up to 40 kVA

Additional Parts - Equipment

Item No.	Qty.	Product	Description
2	1	SYRMXR4B4	APC Symmetra RM XR Frame w/4 SYBT2 208/240V

ATTACHMENT: B



Additional Parts - Equipment			
Item No.	Qty.	Product	Description
3	1	SUA5000R5TXFMR	APC Smart-UPS 5000VA RM w/Transformer, 208V input and 120/208V Output
4	5	SMX3000RMLV2UNC	APC Smart-UPS X 3000VA Rack/Tower LCD 100-127V with Network Card
5	1	SYH6K6RMT-P1	APC Symmetra RM 6kVA Scalable to 6kVA N+1 208/240V w/208 to 120V Step-Down Transformer
6	9	SMX120RMBP2U	APC Smart-UPS X 120V External Battery Pack Rack/Tower

Custom Service Package			
Item No.	Qty.	Product	Description
1	1	QWINSTALL-QMRO58294-00	Existing UPS Removal and Placement of New UPS' in Necessary Locations. Does not include Electrical Installation Includes Required Factory Start Up and Assembly of Symmetra PX 40 UPS Systems

3/13/19

2019-147

Draft Document Until Award

ATTACHMENT: C



Products and Services

ISX0001504600-0013

ISXD Design 1

Room Components - Equipment

Item No.	Qty.	Product	Description
12	1	SUVTP15KF4B4S	APC Smart-UPS VT 15kVA 208V w/4 Batt Mod, Int Maint Bypass, Parallel Capable

Additional Parts - Equipment

Item No.	Qty.	Product	Description
2	8	SMX120RMBP2U	APC Smart-UPS X 120V External Battery Pack Rack/Tower
3	4	SYRMXR4B4	APC Symmetra RM XR Frame w/4 SYBT2 208/240V
4	2	SYH6K6RMT-P1	APC Symmetra RM 6kVA Scalable to 6kVA N+1 208/240V w/208 to 120V Step-Down Transformer
5	1	SMX2000RMLV2U	APC Smart-UPS X 2000VA Rack/Tower LCD 100-127V
6	1	SRT1500RMXLA-NC	APC Smart-UPS SRT 1500VA RM 120V Network Card
7	1	SRT192RMBP	APC Smart-UPS SRT 192V 5kVA and 6kVA RM Battery Pack
8	33	SMX1500RM2UNC	APC Smart-UPS X 1500VA Rack/Tower LCD 120V with Network Card
9	1	SRT6KRMXLT	APC Smart-UPS SRT 6000VA RM 208V
10	5	AP9631	UPS Network Management Card with PowerChute Network Shutdown & Environmental Monitoring
11	3	SMX3000RMLV2U	APC Smart-UPS X 3000VA Rack/Tower LCD 100-127V

Custom Service Package

Item No.	Qty.	Product	Description
1	1	QWPRJ-QMRO04082-00	Existing UPS Removal and Placement of New UPS' in Necessary Locations. Does not include Electrical Installation. Includes required factory start up on Smart UPS VT 15kVA

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Attachment: D
Trade In/Replacements - ISX0001329175-0009

LOCATION	MODEL	SERIAL NUMBER
CENTRAL PLANT - CONTROL ROOM UPPER	SYMMETRA RM 6000	JD0730011741
COURTHOUSE - BLCC 000074 FAC STORAGE SPARE	SMART-UPS 5000	JS0847014993
JUVENILE DETENTION MAIN CLOSET	SMART-UPS 3000 RM XL	JS0626029424
JUVENILE DETENTION CLUSTER 2 MECH	SMART-UPS 3000 RM XL	JS0626029425
JUVENILE DETENTION CLUSTER 3 MECH	SMART-UPS 3000 RM XL	JS0626029426
JUVENILE DETENTION CLUSTER 4 MECH	SMART-UPS 3000 RM XL	JS0626029427
MINIMUM SECURITY MSJ DATA CLOSET IN DINING HALL MECH	SMART-UPS 3000 RM XL	WS0214150116
ADMINISTRATION 4TH FLOOR DATA ROOM	SYMMETRA 40K	PD0821360082

Attachment: E
Trade In/Replacements - ISX0001504600-0013

LOCATION	MODEL	SERIAL NUMBER
ADMIN BLDG DATA RM 3212	SMART-UPS 2200 RM XL	JS0919005070
BLCC 416 AV 20062	SUA1500RM2U	AS0716130003
BLCC 296 AV20096	SUA1500RM2U	AS0716130012
BLCC 429TH AV 10096	SUA1500RM2U	AS0716130019
BLCC 219 AV 20198	SUA1500RM2U	AS0716130022
BLCC 199TH AV 10062	SUA1500RM2U	AS0716130023
BLCC 417 AV 30320	SUA1500RM2U	AS0716130033
BLCC 366 AV 30166	SUA1500RM2U	AS0716130049
BLCC 380 AV 30198	SUA 1500RM2U	AS0716130051
BLCC 401 AV 30062	SUA1500RM2U	AS0716130052
BLCC 00002 HLS ROOM SECURENET CLIENT	SUA1500RM2U	AS0716130053
BLCC 10152 AUX CRT 3	SUA1500RM2U	AS0716130054
BLCC AUX CRT 2 10158	SUA1500RM2U	AS0716130055
BLCC AUX CRT 1 10178	SUA1500RM2U	AS0716130058
BLCC CRT 1 AV 20344	S20BLK	QB1047134411
BLCC CRT 2 AV 10336	S20BLK	QB1047134426
BLCC CCL AUX 10224	S20BLK	QB1047134442
BLCC CRT 5 AV 20346	S20BLK	QB1047134448
BLCC CRT 6 AV 30337	S20BLK	QB1113230923
BLCC PROBATE COURT	S20BLK	QB1113230957
BLCC CRT 3 AV 10226	S20BLK	QB1113230968
BLCC 02138A DA STORAGE	S20BLK	QB1113231597
BLCC CENTRAL JURY AV	S20BLK	QB1113330086
BLCC CRT 4AV 10334	S20BLK	QB1224231334
CENTRAL PLANT - SHOP	SYMMETRA RM 6000	ED0433000655
HOUSEKEEPING SUPPLY ROOM	SUVTF15KB4F	PS0544341791
FRISCO WIC	SMART-UPS RT 1500 XL	JS0624002636
FRISCO CITY HALL	SMART-UPS RT 7500 RM XL	NS0626022432
BLCC 000074 FAC STORAGE SPARE	BR800BLK	QB0620132524
BLCC 000074 FAC STORAGE SPARE	BR800BLK	QB0621131170
ANIMAL SHELTER ROOM AS 117	SMART-UPS 3000 RM XL	XS0622002655
BLCC 000074 FAC STORAGE SPARE	SUA1500RM2U	AS0736143036
JAIL CLUSTER 1C/D EVAC CONTROLS	SUA1500	AS0736143063
JAIL CLUSTER C C/D EVAC CONTROLS	SUA1500	AS0741221280
MEDICAL EXAMINER CONTROLS UPS	SUA1500RM2U	AS0741221281
CP JOHNSON CONTROLS NORTH WALL	SUA1500RM2U	AS0741320617
JUVENILE DETENTION CAMERA RACK	SUA3000RML3	JS0701008512
BLCC 000074 FAC STORAGE SPARE	SUA750RM2U	AS0817239599
BLCC 000074 FAC STORAGE SPARE	SUA750RM2U	AS0817331225
MYERS PARK SHOWBARN	SUA1500RM2U	AS0848221240
NJC MECH RM B	SMART-UPS 3000 XLM	QS0802122774
NJC LOWER LEVEL BY BONDS	SYMMETRA RM 6000	ED0435000363

INFORMATION REGARDING **CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytexas.gov/government/Pages/officials.aspx>

The following County employees will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department/Evaluation Team:

Dan James – Facilities Director

Laszlo Vadasz – Facilities Superintendent

George King – Utilities Manager

Purchasing:

Michalyn Rains, CPPO, CPPB – Purchasing Agent

Michelle Charnoski, CPPB – Asst. Purchasing Agent

Kenny Gardner – Buyer II

Commissioners' Court:

Chris Hill – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

Darrell Hale – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

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For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CHAPTER 2270 VERIFICATION

I, _____, the undersigned representative of
(PRINT NAME)

(COMPANY)

do hereby verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

TITLE

