



Collin County Purchasing

2021-094

Uninterruptible Power Supply Replacement

Issue Date: 12/15/2020

Questions Deadline: 12/28/2020 09:00 AM (CT)

Response Deadline: 12/31/2020 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Hunter Alley, Buyer II

Address: Purchasing
Admin. Building
Ste.3160
2300 Bloomdale Rd.
Ste. 3160
McKinney, TX 75071

Phone: (972) 548-4117

Fax: (972) 548-4694

Email: halley@co.collin.tx.us

Event Information

Number: 2021-094
Title: Uninterruptible Power Supply Replacement
Type: Invitation for Bid
Issue Date: 12/15/2020
Question Deadline: 12/28/2020 09:00 AM (CT)
Response Deadline: 12/31/2020 02:00 PM (CT)
Notes: Please log in to view bid documents.

Ship To Information

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

Billing Information

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

Bid Attachments

Legal_Notice_2021-094.pdf

Legal Notice

[View Online](#)

General_Instructions_Bid.docx

General Instructions - Bid

[View Online](#)

Terms_of_Contract_Bid_-_5.11.20.docx

Terms of Contract - Bid

[View Online](#)

3.0_Insurance_Requirements.doc

3.0 Insurance

[View Online](#)

UPS_Year_5_refresh_specs.docx

4.0 Special Conditions and Specifications

[View Online](#)

Attachment A ISX Solution.pdf

Attachment A: ISX Solution

[View Online](#)

Attachment B Year 5 of 5 Trade In.pdf

Attachment B: Year 5 of 5 Existing Equipment for Trade-In

[View Online](#)

Information_Regarding_Conflict_of_Interest_Questionnaire (2).docx

Information Regarding Conflict of Interest Questionnaire

[View Online](#)

CIQ_113015.pdf

Conflict of Interest Questionnaire

[View Online](#)

W9_2014.pdf

W-9

[View Online](#)

Requested Attachments

W-9

(Attachment required)

Conflict Of Interest

Bid Attributes

1	Solicitation Submittals In an effort to avoid person-to-person interaction to comply with the latest Order issued to prevent the spread of COVID-19, Collin County Purchasing will temporarily only accept IFB, RFP, RFQ and Quote submittals electronically in Ionwave (eBid) or via parcel carrier until further notice. Please do not deliver your solicitation response in person. All bid openings will be completed on schedule and witnessed by Collin County Purchasing staff to ensure all procurement statutes, policies and state laws are followed. Please initial. <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
2	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. <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
3	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. <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 4000 characters allowed)</i></p>
4	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. <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>

5 Exceptions

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

Yes No

(Required: Check only one)

6 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)

7 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)

8 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)

9 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)

1
0 **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)

1
1 **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
2 **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
3 **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
4 **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
5 **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
6 **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
7 **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)

18 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)

19 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)

20 Cooperative Contract Name

State the cooperative contract name this quote is offered under. (i.e. TX DIR, TXMAS, TCPN, National IPA, Buyboard, TIPS/TAPS, etc.) If none, answer N/A.

(Required: Maximum 4000 characters allowed)

21 Cooperative Contract Number

State the cooperative contract number this quote is offered under. If none, answer N/A.

(Required: Maximum 4000 characters allowed)

22 Cooperative Contract Website

Please provide the website URL for the cooperative contract this quote is offered under. If none, answer N/A.

(Required: Maximum 1000 characters allowed)

Bid Lines

1 Provide Complete Turnkey Installation of Thirty (30) APC Uninterruptible Power Supplies Using APC ISX Solution

ISX0001834667-0032
(Response required)

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

Item Notes: Refer To **Attachment A.**

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2 Trade-In Equipment listed under **Attachment B.**
(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 B.** 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)

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://collincountvtx.ionwave.net/>, 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 it's 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. Delivery to governmental entities located within Collin County will be at no additional charge or as otherwise provided for in the award

document. Delivery charges, if any, for governmental entities located outside of Collin County shall be negotiated between the Vendor and each governmental entity.

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 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.

2.38 Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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 Replacement, IFB 2021-094
- 4.2 Purpose:** The intended use/purpose of this Invitation for Bid is to provide and install thirty (30) 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 2018-119-02-12, Construction Standards.
- 4.3 Term:** Provide for a contract commencing upon award and shall continue in full force and effect through September 30, 2021.
- 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 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.
- 4.7 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.
- 4.8 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. The awarded vendor shall retain ownership of all equipment and supplies furnished, until installation is complete. By accepting delivery and temporarily storing equipment and or supplies, in the designated, secure location, Collin County does not assume ownership of equipment and or supplies delivered.
- 4.9 Testing:** Testing may be performed at the request of Collin County by an agent so designated by the county without expense to Collin County.
- 4.10 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 \$165,000.00.
- 4.11 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.
- 4.12 Bid Documents:** Bidder shall notify Collin County prior to bid if the bid documents are missing scope, incomplete.

4.13 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.

4.14 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.

4.15 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. All equipment is not required to be received in full at once. Locations and work can be scheduled with the Collin County Utilities in sections / phases.

4.16 Scope: The vendor shall provide turnkey installation of all listed APC UPS units including all materials, parts, components, and labor for thirty (30) complete and functional APC UPS systems per these specifications.

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

4.16.2 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.

The eleven (11) installation locations are listed below; Refer to Attachment A for specific device locations.

Collin County Courthouse
2100 Bloomdale Road
McKinney, TX 75071

Minimum Security
4800 Community Avenue
McKinney, TX 75071

Jack Hatchell Administration Building
2300 Bloomdale Road
McKinney, TX 75071

Collin County Justice Center
4300 Community Avenue
McKinney, TX 75071

Juvenile Detention
4700 Community Avenue
McKinney, TX 75071

JP-2 Farmersville
406 A Raymond Street
Farmersville, TX 75442

JP-4 Frisco
8585 John Wesley
Frisco, TX 75034

Healthcare Annex
825 N. McDonald
McKinney, TX 75069

Central Plant
4600 Community Ave
McKinney, TX 75071

Myers Park
7117 CR 166
McKinney, TX 75071

900 Building
900 East Park Blvd.
Plano, TX 75074

- 4.16.3 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.
- 4.16.4 All hard-wired units are identified in Attachment B. Collin County shall be responsible for and provide any electrical work that must take place.
- 4.16.5 **Trade-In:** Collin County has provided an itemized list including model number and serial number for all trade-in items. Please refer to Attachment B. 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.
- 4.16.6 Collin County will be responsible for any and all electrical work necessary to install the UPS systems.
- 4.16.7 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.
- 4.16.8 Vendor shall provide in the bid submission, a working telephone number and email address for 24- hour technical support
- 4.16.9 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. The bidder shall use the information provided in Attachment B to obtain the Trade –In Values.

ATTACHMENT A: ISX SOLUTION

Budgetary - TX - Year5 Replacements - Collin County
 Quote Number : 2020-1052893



Products and Services

ISX0001834667-0032

Design 1

Room Components - Equipment

Item No.	Qty.	Product	Description
2	2	SMT1000C	APC Smart-UPS 1000VA LCD 120V with SmartConnect
3	3	SMT1500RM2UNC	APC Smart-UPS 1500VA LCD RM 2U 120V with Network Card (Not for sale in Vermont)
4	3	SMT3000RM2UNC	APC Smart-UPS 3000VA LCD RM 2U 120V with Network Card
5	12	SMX1500RM2UNC	APC Smart-UPS X 1500VA Rack/Tower LCD 120V with Network Card (Not for sale in Vermont)
6	2	SMX3000LVNC	APC Smart-UPS X 3000VA Short Depth Tower/Rack Convertible LCD 100-127V with Network Card
7	1	SMT1500C	APC Smart-UPS 1500VA LCD 120V with SmartConnect
8	3	SYA16K16RMP	APC Symmetra LX 16kVA Scalable to 16kVA N+1 Rack-mount, 208/240V
9	1	SYA16K16P	APC Symmetra LX 16kVA Scalable to 16kVA N+1 Tower, 208/240V
10	3	SYH6K6RMT-P1	APC Symmetra RM 6kVA Scalable to 6kVA N+1 208/240V w/208 to 120V Step-Down Transformer
11	6	SMX48RMBP2U	APC Smart-UPS X-Series 48V External Battery Pack Rack/Tower
12	2	SMX120BP	APC Smart-UPS X 120V Short Depth External Battery Pack Tower/Rack Convertible
13	1	SYAXR9B9	APC SYMMETRA LX EXTENDED RUN TOWER W/9 SYBT5 , 208V
14	9	SYRMXR4B4	APC Symmetra RM XR Frame w/4 SYBT2 208/240V
15	4	SYPM4KP	APC Symmetra LX 4kVA Power Module, 200/208V
16	3	SYPM2KU	APC Symmetra RM 2-6kVA Power Module (2kVA)
17	3	AP9641	UPS Network Management Card 3 with Environmental Monitoring
18	1	SYARMXR3B3	APC Symmetra LX Extended Run Rack-mount w/ 3 SYBT5, 208V

Custom Parts - Equipment

Item No.	Qty.	Product	Description
1	1	QWINSTALL-QBED74367-00	Turnkey Installation of all UPS systems

**Attachment B:
Year 5 UPS Refresh Trade-in Equipment**

Building Location:	Device Location:	Model Number:	Serial Number:	Hardwired?
2100 Bloomdale Rd. McKinney, TX 75071	BLCC 000074 Fac Storage Spare 11	SYAF16KRMT	QD1301260113	No
2100 Bloomdale Rd. McKinney, TX 75071	BLCC 468th DC 20242	SUA1500RM2U	3S1522X00669	No
2100 Bloomdale Rd. McKinney, TX 75071	BLCC 469 AV 30096	SMT1500R2X180	WS1524180342	No
2100 Bloomdale Rd. McKinney, TX 75071	BLCC 470 AV 20166	SMT1500R2X180	WS1525180358	No
2100 Bloomdale Rd. McKinney, TX 75071	BLCC Crt 7 AV 30338	SMT1500R2X180	WS1525180359	No
2100 Bloomdale Rd. McKinney, TX 75071	BLCC Child Support Review Court 20240	SUA1500RM2U	3S1522X00667	No
2100 Bloomdale Rd. McKinney, TX 75071	BLCC Security Room CC-00006	SYAF16KRMT	QD1545160016	Yes
2100 Bloomdale Rd. McKinney, TX 75071	BLCC 000074 Fac Storage Spare 18	SUA1500RM2U	AS0927332535	No
2100 Bloomdale Rd. McKinney, TX 75071	BLCC 000074 Fac Storage Spare 13	SMX3000LV	AS1731361298	No
2100 Bloomdale Rd. McKinney, TX 75071	BLCC 000074 Fac Storage Spare 12	SU1400RMXL3U	QS0437110752	No
2100 Bloomdale Rd. McKinney, TX 75071	BLCC 000074 Fac Storage Spare 15	SU1400RMXL3U	QS0437110754	No
2100 Bloomdale Rd. McKinney, TX 75071	BLCC 000074 Fac Storage Spare 16	SUA1000	AS0203230670	No
2100 Bloomdale Rd. McKinney, TX 75071	BLCC 000074 Fac Storage Spare 17	SMX1500RM2U	AS1730164718	No
2100 Bloomdale Rd. McKinney, TX 75071	BLCC 000074 Fac Storage Spare 19	SUA1500	AS0548320564	No
4300 Community Ave. McKinney, TX 75071	Jail Bldg Control Security Rm. 140	SYAF16KRMT	QD1427260119	Yes
4300 Community Ave. McKinney, TX 75071	Jail Building Control Securenet/Fire	SMX1500RM2U	AS1543325728	No
4300 Community Ave. McKinney, TX 75071	Jail Lower B Powerlogic	SMX1500RM2UNC	AS1626233783	No
4300 Community Ave. McKinney, TX 75071	Jail Cluster 3-D	SMT3000RM2U	AS1331247706	No
4300 Community Ave. McKinney, TX 75071	SO Child Exploitation Unit Upper	SMT3000RM2U	AS1609154022	No
4300 Community Ave. McKinney, TX 75071	SO Child Exploitation Unit Lower	SMT3000RM2U	AS1439234288	No
4300 Community Ave. McKinney, TX 75071	SO EOC Electrical Room	SYAF16KT	QD1323360362	Yes
4800 Community Ave. McKinney, TX 75071	MSJ Data closet in Dining Hall	SMX3000LV	AS1616160469	No
4700 Community Ave. McKinney, TX 75071	JUVD Building Control Counter	Unspecified. 1500 unit w/ battery pack		No
2300 Bloomdale Rd. McKinney, TX 75071	Admin JP-1 AV	SUA1500RM2U	3S1522X00742	No
406 A Raymond St. Farmersville, TX 75442	JP-2 Farmersville AV Closet	SUA1500RM2UQ	AQ1024141155	No
8585 John Wesley, Frisco, TX 75034	JP-4 Frisco Room F109	Symmetra RM 6000	QD1531260112	No
7117 CR 166, McKinney, TX 75071	Myers Park Haggard House	SMX1500RM2UNC	AS1331116778	No
825 N. McDonald, McKinney, TX 75069	Healthcare HC66 - 6000	SYHF6KT	5D1337T01284	No
900 E. Park, Plano, TX 75074	Plano 900 P1095 1st floor IDF	SYHF6KT	5D1418T00744	No
4600 Community Ave. McKinney, TX 75071	CP Chiller Room JC Controls Wall	SMT1000	AS1226122297	No

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.collincountytx.gov/government/Pages/officials.aspx>

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

Department:

Rick Monk – Facilities Maintenance Director

Laszlo Vadasv – Facilities Maintenance Superintendent

George King – Systems Technical Coordinator

Purchasing:

Michelle Charnoski, CPPB – Purchasing Agent

Hunter Alley – 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

CONFLICT OF INTEREST QUESTIONNAIRE

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.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number																				
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.