



Collin County Purchasing

2023-192

Standby Generator Preventive Maintenance and Equipment Parts & Repairs

Issue Date: 5/9/2023

Questions Deadline: 5/23/2023 05:00 PM (CT)

Response Deadline: 6/1/2023 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Susan Hayes Buyer II

Address: Purchasing

Admin. Building

Ste. 3160

2300 Bloomdale Rd.

Ste. 3160

McKinney, TX 75071

Phone: (972) 548-4122

Fax: (972) 548-4694

Email: shayes@co.collin.tx.us

Event Information

Number: 2023-192
Title: Standby Generator Preventive Maintenance and Equipment Parts & Repairs
Type: Invitation for Bid
Issue Date: 5/9/2023
Question Deadline: 5/23/2023 05:00 PM (CT)
Response Deadline: 6/1/2023 02:00 PM (CT)

Ship To Information

Address: See Purchase Order
McKinney, TX 75071

Billing Information

Address: Auditor
Admin. Building
Ste. 3100
2300 Bloomdale Rd.
Ste. 3100
McKinney, TX 75071

Bid Attachments

General_Instructions_Bid_07.18.2022.docx

1.0 General Instructions IFB

[View Online](#)

Terms_of_Contract_Bid_-_2.10.21.docx

Terms of Contract - Bid

[View Online](#)

Insurance updated 1-26-2015.doc

Minimum Insurance Requirements

[View Online](#)

4.0_SPECIAL_CONDITIONS_AND_SPECIFICATIONS_generator contract.docx

4.0 Special Conditions and Specifications

[View Online](#)

Exhibit A - 2023 Generator List as of 4.1.2023.pdf

Exhibit A

[View Online](#)

CIQ_113015.pdf

Conflict of Interest Questionnaire

[View Online](#)

HB_23-CIQ.docx

Information Regarding Conflict of Interest Questionnaire

[View Online](#)

W-9 rev 2018.pdf

W-9 Form

[View Online](#)

LEGAL_NOTICE 2023-192.doc

Legal Notice 2023-192

[View Online](#)

Requested Attachments

W-9

(Attachment required)

Conflict of Interest Questionnaire

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 (for IFB/Quote)

If you take any exceptions to the specifications, you must submit the exception/s as a Question via the public eBid portal before the Question Cutoff Date for County consideration. The County will review and publish a response via eBid. If you would like to offer any substitutions, please review the General Instructions Document §1.17 and submit by separate attachment. Please initial.

(Required: Maximum 1000 characters allowed)

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 Bonding Requirement Acknowledgement

I understand that the bonding requirements of this solicitation are required and are included in the submitted pricing. A bond certificate (payment, performance, and/or maintenance) as stated in the specification document 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, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

9 Reference No. 2

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

10 Reference No. 3

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

11 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)

12 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. _____ _____ <i>(Required: Maximum 1000 characters allowed)</i>
----------------------	---

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. _____ _____ <i>(Required: Maximum 1000 characters allowed)</i>
----------------------	--

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. _____ _____ <i>(Required: Maximum 1000 characters allowed)</i>
----------------------	---

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. _____ _____ <i>(Required: Maximum 1000 characters allowed)</i>
----------------------	---

17 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 Critical Infrastructure Affirmation

Pursuant to section 2274.0102 of the Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries. Please initial.

(Required: Maximum 1000 characters allowed)

2
1 **Energy Company Boycotts**

Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

(Required: Maximum 1000 characters allowed)

2
2 **Firearm Entities and Trade Associations Discrimination**

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

(Required: Maximum 1000 characters allowed)

Bid Lines

1 Annual Preventive Maintenance

2009 Kohler Generator
Model 750REOZMB
S/N 2217474
750 KW
480 Volts
346 Hours

(Response required)

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

Item Notes: ADMINISTRATION- EQUIP. #163
2300 BLOOMDALE ROAD
MCKINNEY, TX 75071

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2 Annual Preventive Maintenance
 Stewart Stevenson
 Model 12V71TA500
 S/N 572RSL402BP-203W
 500 KW
 480 Volts
 1534 Hours
(Response required)

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

Item Notes: ADULT DETENTION CLUSTER 1 - EQUIP. #18
 4300 COMMUNITY AVENUE
 MCKINNEY, TX 75071

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

3 Annual Preventive Maintenance
 Stewart Stevenson
 Model 2V149T1200
 S/N 572RSL402BP-449W
 500 KW
 480 Volts
 1542 Hours
(Response required)

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

Item Notes: ADULT DETENTION CLUSTER 3 - EQUIP. #17
 4300 COMMUNITY AVENUE
 MCKINNEY, TX 75071

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

4 Annual Preventive Maintenance
 2007 Stewart Stevenson
 Model 609021100
 S/N 2086083
 400 KW
 480 Volts
 1116 Hours
(Response required)

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

Item Notes: ADULT DETENTION CLUSTER 4 - EQUIP. #125
 4300 COMMUNITY AVENUE
 MCKINNEY, TX 75071

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

5 Annual Preventive Maintenance
 2011 Kohler Generator
 Model 400REOZDD
 S/N 2329771
 400 KW
 480 Volts
 576 Hours
(Response required)

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

Item Notes: ADULT DETENTION CLUSTER 5 - EQUIP. #178
 4300 COMMUNITY AVENUE
 MCKINNEY, TX 75071

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

6 Annual Preventive Maintenance
 Stewart Stevenson
 Model 12V71TA500
 S/N 742RSL4046BP-12W
 1200 KW
 480 Volts
 1483 Hours
(Response required)

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

Item Notes: ADULT DETENTION LOWER B - EQUIP. #19
 4300 COMMUNITY AVENUE
 MCKINNEY, TX 75071

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

7 Annual Preventive Maintenance
 2011 Cummins Generator
 Model DOCB
 S/N G110234330
 750 KW
 480 Volts
 498 Hours
(Response required)

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

Item Notes: CENTRAL PLANT - EQUIP. #55123
 4600 COMMUNITY AVENUE
 MCKINNEY, TX 75071

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

8 Annual Preventive Maintenance
 Cummins Generator
 Model DOGAB1500KW
 S/N 33168540
 1500 KW
 480 Volts
 739 Hours
(Response required)

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

Item Notes: CENTRAL PLANT 2 - EQUIP. 150
 4600 COMMUNITY AVENUE
 MCKINNEY, TX 75071

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

9 Annual Preventive Maintenance
 Magnamax Generator
 Model 2000DSEB
 S/N 5272002467
 2000 KW
 480 Volts
 659 Hours
(Response required)

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

Item Notes: BLOOMDALE COURTHOUSE - EQUIP. #115
 2100 BLOOMDALE ROAD
 MCKINNEY, TX 75071

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

10 Annual Preventive Maintenance
 Generac Generator
 Model 96A03781-5
 S/N 2029189
 15 KW
 240 Volts
 328 Hours
(Response required)

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

Item Notes: FARMERSVILLE PCT BARN - EQUIP. #39
 1269 N. STATE HIGHWAY 78
 FARMERSVILLE, TX 75442

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
1 Annual Preventive Maintenance
 Bluestar Generator
 Model GM60-02
 S/N 112898-1-1
 60 KW
 240 Volts
 24 Hours
(Response required)

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

Item Notes: HEALTH CARE - EQUIP. #57456
 825 N. MCDONALD
 MCKINNEY, TX 75069

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
2 Annual Preventive Maintenance
 1999 Generac Generator
 Model DSGAB-A034G177
 S/N 2043232
 180 KW
 480 Volts
 772 Hours
(Response required)

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

Item Notes: JUVENILE DETENTION - EQUIP. #50
 4700 COMMUNICTY AVENUE
 MCKINNEY, TX 75071

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
3 Annual Preventive Maintenance
 2012 Cummins Generator
 Model SD080
 S/N H100152943
 128 KW
 480 Volts
 145 Hours
(Response required)

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

Item Notes: JUVENILE SCHOOL - EQUIP. #188
 4690 COMMUNITY AVENUE
 MCKINNEY, TX 75071

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1 4	Annual Preventive Maintenance 2006 Kohler Generator Model SPECTRUM200DSEG S/N 2089669 250 KW 208 Volts 267 Hours <i>(Response required)</i>	Quantity: <u> 1 </u> UOM: <u> lump sum </u> Price: \$ <input type="text"/> Total: \$ <input type="text"/>	<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>
	Item Notes: MEDICAL EXAMINER - EQUIP. 47454 700B WILMETH ROAD MCKINNEY, TX 75069 Supplier Notes: _____ _____		

1 5	Annual Preventive Maintenance Generac Generator Model 87A02104-S S/N 712894 200 KW 480 Volts 633 Hours <i>(Response required)</i>	Quantity: <u> 1 </u> UOM: <u> lump sum </u> Price: \$ <input type="text"/> Total: \$ <input type="text"/>	<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>
	Item Notes: MINIMUM SECURITY JAIL - EQUIP. #72 4800 COMMUNITY AVENUE MCKINNEY, TX 75071 Supplier Notes: _____ _____		

1 6	Annual Preventive Maintenance Kohler Generator Model 57778 S/N 205197 25 KW 240 Volts 39 Hours <i>(Response required)</i>	Quantity: <u> 1 </u> UOM: <u> lump sum </u> Price: \$ <input type="text"/> Total: \$ <input type="text"/>	<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>
	Item Notes: PUBLIC WORKS SERVICE CENTER - EQUIP. #23 700A WILMETH ROAD MCKINNEY, TX 75069 Supplier Notes: _____ _____		

1 7	Annual Preventive Maintenance Generac Generator Model SD050 S/N 2083552 15 KW 240 Volts 287 Hours <i>(Response required)</i>	Quantity: <u> 1 </u> UOM: <u> lump sum </u>	Price: \$ <input type="text"/>	Total: \$ <input type="text"/>
	Item Notes: SHERIFFS DISPATCH 911 - EQUIP. #21 4300 COMMUNITY AVENUE MCKINNEY, TX 75071 Supplier Notes: _____ _____	<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>		

1 8	Annual Preventive Maintenance Kohler Generator Model 300REOZV S/N 2055878 300 KW 480 Volts 225 Hours <i>(Response required)</i>	Quantity: <u> 1 </u> UOM: <u> lump sum </u>	Price: \$ <input type="text"/>	Total: \$ <input type="text"/>
	Item Notes: CENTRAL PLANT - EQUIP. #32939 4600 COMMUNITY AVENUE MCKINNEY, TX 75071 Supplier Notes: _____ _____	<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>		

1 9	Annual Preventive Maintenance Whisperwatt Model DCA-70SSIU4F S/N 7356145 56/40/70 KW 120/240/480 Volts 230 Hours <i>(Response required)</i>	Quantity: <u> 1 </u> UOM: <u> lump sum </u>	Price: \$ <input type="text"/>	Total: \$ <input type="text"/>
	Item Notes: HEALTHCARE PORTABLE 825 N. MCDONALD MCKINNEY, TX 75069 Supplier Notes: _____ _____	<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>		

2
0

Annual Preventive Maintenance
2022 John Deere Generator
Model GSJD30060S-UL
S/N 120523
60 KW
240 Volts
16 Hours

(Response required)

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

Item Notes: VERONA RADIO TOWER
8499 COUNTY ROAD 502
BLUE RIDGE, TX 75424

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2
1

Annual Preventive Maintenance
2021 John Deere Generator
Model GSJD30060S-UL
S/N 120521
60 KW
240 Volts
7 Hours

(Response required)

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

Item Notes: CELINA RADIO TOWER
9165 COUNTY ROAD 101
CELINA, TX 75009

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2
2

Annual Preventive Maintenance
2021 John Deere Generator
Model GSJD30060S-UL
S/N 120522
60 KW
240 Volts
16 Hours

(Response required)

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

Item Notes: COPEVILLE RADIO TOWER
15528 FM 1778
FARMERSVILLE, TX 75442

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2
3 Annual Preventive Maintenance
 2022 John Deere Generator
 Model GSJD30080S-UL
 S/N 120520
 80 KW
 240 Volts
 7 Hours
(Response required)

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

Item Notes: WILMETH RADIO TOWER (PUBLIC WORKS)
 700A WILMETH ROAD
 MCKINNEY, TX 75069

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2
4 Annual Preventive Maintenance
 2019 Cummins Natural Gas
 Model C50N6
 S/N G190606268
 50 KW
 120/240 Volts
 20 Hours
(Response required)

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

Item Notes: WEST MCKINNEY RADIO TOWER
 1800 HOUGHTON DRIVE
 MCKINNEY, TX 75070

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2
5 Annual Preventive Maintenance
 2019 Cummins Generator
 Model 4BTAA3.3G7
 S/N 72050355
 73 KW
 120/240 Volts
 46 Hours
(Response required)

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

Item Notes: ANNA RADIO TOWER
 2609 HACKBERRY DRIVE
 ANNA, TX 75409

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

26 Annual Preventive Maintenance
 2018 Cummins Generator
 Model 4BTAA3.3G7
 S/N 72039658
 73 KW
 120/240 Volts
 49 Hours
(Response required)

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

Item Notes: PRINCETON RADIO TOWER
 255 E. MONTE CARLO BLVD.
 PRINCETON, TX 75407

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

27 Annual Preventive Maintenance
 2017 Cummins Generator
 Model 4BTAA3.3G7
 S/N 72032960
 73 KW
 120/240 Volts
 124 Hours
(Response required)

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

Item Notes: FARMERSVILLE RADIO TOWER
 1269 N. HIGHWAY 78
 FARMERSVILLE, TX 75442

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

28 Annual Preventive Maintenance
 2021 Generac Generator
 Model RG02515GNAX
 S/N 3009306019
 25 KW
 120/208 Volts
 5 Hours
(Response required)

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

Item Notes: LAVON JP2
 1025 S. STATE HIGHWAY 78
 LAVON, TX 75166

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

29 Hourly Labor Rate: During Business Hours
(Response required)

Quantity: 1 UOM: hour Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

3
0

Hourly Labor Rate: After Business Hours

(Response required)

Quantity: 1 UOM: hour Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

3
1

Hourly Labor Rate: Weekends and Holidays

(Response required)

Quantity: 1 UOM: hour Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

3
2

Percent Mark-up on Parts and Equipment

Total: %

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

Supplier Information

Company Name: _____
Contact Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

Supplier Notes

The undersigned hereby certifies the foregoing bid submitted by the company listed below hereinafter called "bidder" is the duly authorized agent of said company and the person signing said bid has been duly authorized to execute same. Bidder affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder or other person or persons engaged in the same line of business; and that the contents of this bid as to prices, terms and conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Print Name

Signature

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 addenda 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 IFBs 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 Submittals via email, oral, telegraphic or telephonic will not be accepted. IFBs may be submitted in electronic format via Collin County eBid.

1.9 All IFBs 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 IFBs submitted in hard copy paper form only, no flash drives, CD-ROMs or any other form of “plug and play” portable storage device will be accepted as a Submittal. IFBs 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 IFB, 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's/Quoter's/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 offering substitutions to the specifications shall do so at their own risk. By offering substitutions, Bidder shall state these in the section provided in the IFB or by attachment. 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 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. 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 Collin County prior to access being granted to Collin County facilities. Upon request, Vendor/Contractor/Provider shall provide list of individuals to the 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. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$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: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

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

3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

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

3.1.5 **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 higher 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 Standby Generator Preventive Maintenance & Equipment Parts & Repairs, IFB 2023-192.
- 4.2 **Purpose:** The intended use/purpose for this IFB is to solicit qualified vendors for Collin County who are authorized to perform preventative maintenance and repairs of standby generator and equipment, as described in detail for Collin County facilities. Collin County currently has twenty-eight (28) standby generators in operation at various locations within Collin County. This Invitation for Bid will include current and any Add/Delete locations/services as needed throughout the term of the agreement. Services being requested, but not limited to, Preventive Maintenance, Load Bank Testing, and any additional generator equipment parts and repair services as needed. The contractor shall perform all maintenance, repair, or services adhering to all manufacturer guidelines and in strict accordance with all applicable Federal, State and Local laws and codes.
- 4.3 **Term:** Provide for a term contract commencing upon award and continuing through a twelve (12) month period with the option to renew for an additional three (3) one (1) year terms.
- 4.3.1 **Transitional Period:** Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.
- 4.4 **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.
- 4.5 **Price Reduction:** If during the life of the contract, the vendor'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.
- 4.6 **Price Re-determination:** The bidder is to submit a bid that will be fixed for twelve (12) months. A price re-determination may be considered by Collin County only at the anniversary date of the contract. At each anniversary of the contract, the Contractor may request a price re-determination in their bid, dependent upon price fluctuations for material. All requests for price redetermination shall be in written form, and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A., Insurance Coverage Rates, etc. Collin County reserves the right to accept or reject any/all of the price re-determination as it deems to be in the best interest of the County. If the request is submitted and received within the required time frame, upon verification of documentation and approval by Purchasing, the adjustment will be submitted to Commissioners Court for approval. Contractor will be notified in writing upon approval.

Should a contractor fail to submit the request and supporting documentation to the proper location at least thirty (30) days ahead of the anniversary date, contractor shall be deemed to have waived its right to any redetermination in price.

- 4.7 **Delivery/Response Time:** Response time for repairs shall be no longer than one (1) business day. For service calls designated as “Emergency or Rush” contractor shall arrive at the Collin County work site within the same business day.
- 4.8 **Testing:** Testing may be performed at the request of Collin County, by an agent so designated by the County, without expense to Collin County
- 4.9 **Approximate Value:** Collin County anticipates the approximate annual value to be \$100,000.00.
- 4.10 **Evaluation and Award:** Award of the contract shall be made to the responsive bidder(s) who submits the lowest and best bid meeting specifications. The County reserves the right to award bid in whole or by line item as the County deems in its best interest. Collin County further reserves the right to a secondary awarded Contractor for this contract.
- 4.10.1 In the best interest of the County, Collin County further reserves the right on an as-needed basis to obtain another Contractor outside of the original contract for maintenance or repairs in order to meet and comply with County requirements should the primary and secondary Contractor be unable to respond or fulfill services as needed.

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

Bidders may be asked to submit additional references and evidence of possession of such equipment and tools as may be needed to perform all work in an expeditious, safe and satisfactory manner. Bidders failing to provide the information necessary for the evaluation of the bid, including licenses and certifications, may be considered non-responsive.

- 4.11 **Background Checks:** Once awarded the contract, a mandatory background check performed by Collin County will be required for all persons who will work onsite.
- 4.12 **Subcontractors:** Contractor shall state names of all subcontractors and the type of work they will be performing. If a Contractor fails to specify a subcontractor, then the Contractor shall be deemed to have agreed to be fully qualified to perform the contract without a subcontractor, and that the Contractor will fully perform the requirements of the contract.

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

The successful Contractor 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 Contractor's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.

Subcontractors must carry and maintain insurance coverages in accordance with those listed in the bid document.

4.13 **Prevailing Wage Rate:** In accordance with The Texas Government Code, Title 10, Chapter 2258, Prevailing Wage Rates, the general prevailing wage rate has been determined for this locality for the craft or type of workman needed to execute work of a similar character of the project listed herein. The Contractor shall pay the prevailing wage rate in this locality to all his/her employees and subcontractors performing work on this project, and in no event shall the Contractor pay less than the rate shown in the following schedule. Refer to Attachment B for current prevailing wage rates.

4.14 **Warranty:**

4.14.1 Services provided by the Contractor shall be covered and warranted by the service contractor without direct Collin County subrogation.

4.14.2 The Contractor guarantees that all service and repairs provided shall be performed in a workmanlike manner. Any claim for defective workmanship will be provided to the Contractor by written notice. The Contractor agrees to remedy and redo any such service(s) in a timely manner without cost to the County. The Contractor also warrants against defects in materials, and workmanship of all the Contractor parts or components supplied hereunder from date of installation. If any part(s) or component(s) should prove defective during the aforementioned warranty period, the Contractor will at its option repair and replace any such items provided they were not damaged, abused or affected by chemical properties. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Contractor's obligation to repair, replace or perform a service, on any defective part(s), component(s) or service shall be owner's exclusive remedy.

Warranty period should be stated on each invoice.

4.15 **Qualifications:**

4.15.1 Successful vendor/bidder shall have been in the Generator Service industry for a minimum of ten (10) years.

4.15.2 Successful vendor/bidder shall have personnel/technicians with a minimum of five (5) years Generator Service and Repair experience. The successful bidder must show proof of technicians' credentials prior to the performance of any work.

4.15.3 Successful vendor/bidder shall have experienced personnel / technicians knowledgeable and capable of diagnosing and repairing problems with generators of various brands and models, not limited to brands and models listed on Exhibit A.

4.15.4 Successful vendor/bidder shall have sufficient personnel and equipment required to perform service in a timely and professional manner in order to complete the required service calls.

- 4.15.5 Successful vendor/bidder must have staff established one (1) month prior to the scheduled visit date of each maintenance and repair service call. Vendor must have staff sufficient to complete all required services within a single visit to the required location.
- 4.15.6 The successful vendor/bidder shall have the ability to perform all work safely and efficiently and in accordance with the industry's highest standards and the original manufacturer's recommendations.

4.16 Repair Response Time:

- 4.16.1 Standard hours of work shall be 7:00 a.m. through 4:00 p.m. Monday through Friday excluding Collin County recognized holidays.
- 4.16.2 Non-standard hours shall be all hours outside the standard hours listed above including Collin County recognized holidays.
- 4.16.3 The company shall have a minimum technical staff of two (2) people and shall be capable of responding to a service problem within four (4) hours from time of call.
- 4.16.4 If the primary awarded Contractor is not able to respond within the required time constraint, the County has the option to notify a secondary awarded Contractor or another Contractor to complete service.
- 4.16.5 Time shall begin once the technician(s) arrives at the Collin County work site. There will be no charges for travel to and from the work site. Any overtime hours must be pre-approved by Collin County Facilities prior to work being done in order for overtime pay to be approved to be paid by Collin County.
- 4.16.6 Contractor shall notify designated Collin County Facilities department personnel upon arriving at the repair location.

4.17 **Invoices:** Original invoices must be sent to the Collin County Auditor, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071, email: accountspayable@collincountytx.gov. Copies of all invoices must also be sent to Facilities Maintenance, 4600 Community Ave., McKinney, Texas 75071, email: kelder@co.collin.tx.us.

4.18 Payment:

- 4.18.1 Any and all work completed by the Contractor shall be reviewed and deemed acceptable by a member of the Collin County Facilities department prior to payment. Work found non-compliant with project plans and specification shall be remedied by the Contractor at its own expense.
- 4.18.2 Original invoices must be sent to the Collin County Auditor, 2300 Bloomdale Rd., Suite 3100, McKinney, TX 75071, email accountspayable@collincountytx.gov. Copies of all invoices must also be sent to Facilities Maintenance, 4600 Community Ave., McKinney, TX 75071.
- 4.18.3 Invoices must have breakdown by technicians, parts and supplies used on the job and include the purchase order number.

4.19 Scheduling and Work Requirements:

- 4.19.1 For all repair/installation projects, the awarded Contractor(s) must contact the Facilities Maintenance Department to obtain approval prior to making repairs. Changes in scheduled service/repair for any reason (including inclement weather) must be approved by the Facilities Maintenance Department.
- 4.19.2 All contractors must check in with Facilities Maintenance Department before work is to begin and again upon completion of work. Authorization must be obtained prior to beginning, or completing, any unauthorized repair services.
- 4.19.3 Awarded Contractors will be responsible for cleanup of debris and spills resulting from work completed while completing services under this bid.
- 4.19.4 Awarded Contractors shall be responsible for replacing, at no cost to Collin County, any damages incurred during completion of services under this IFB. Awarded Contractor's personnel includes any personnel sub-contracted by the Contractor for completion of the services under this IFB.
- 4.19.5 An inspection report shall be provided to Facilities Maintenance Department stating in detail services completed on service visit date, including list of service completed and work areas. Collin County reserves the right to prepare a scope of work and require a quote from the Contractor with a complete breakdown of material and labor costs. The county further reserves the right to supply all or part of the materials or equipment on any project. If required, Contractor agrees to provide pertinent bonds for each job quoted.

4.20 Preventive Maintenance Specifications:

- 4.20.1 Successful vendor/bidder shall provide annually one (1) complete PREVENTATIVE MAINTENANCE SERVICE, to include any EXTERNAL LOAD BANK TEST upon the request from Facilities Maintenance Department, for each generator listed on Exhibit A. Maintenance and Load Bank Tests are to include, but not limited to the following services:
 - 4.20.1.1 Start and run the generator unloaded.
 - 4.20.1.2 Check for proper operation of all fluid and fuel levels, and record.
 - 4.20.1.3 Check for leaks.
 - 4.20.1.4 Check for battery, radiator, alternator, all plugs, all belts, and all wiring conditions and connections.
 - 4.20.1.5 Check oil temperatures and record.
 - 4.20.1.6 Clean battery connections, check and record battery charge rate.
 - 4.20.1.7 Check and adjust all voltage, hertz, and belts as necessary to manufacturer recommended settings.

- 4.20.1.8 Check instrumentation, gauges for proper operation/measurements/readings and record.
- 4.20.1.9 Check for exhaust leaks.
- 4.20.1.10 Replace all oil, air, water, and fuel filters with new.
- 4.20.1.11 Replace old oil with new.
- 4.20.1.12 Check and tighten all electrical connections on generators.
- 4.20.1.13 Check function of day tank pump.
- 4.20.1.14 Replace all batteries on generator. Replacement batteries must have a one (1) year performance life at a minimum.
- 4.20.1.15 Take fuel sample and test.
- 4.20.1.16 Pressure wash and clean engine area and external covers on generators located outside facilities, wipe down as best as possible the generators inside the facilities.
- 4.20.1.17 Check condition of radiator. Flush and replace anti-freeze as necessary. Top off anti-freeze when needed.
- 4.20.1.18 Provide a report listing conditions of all systems, leaving a copy with the Facilities Escort, and send one (1) to the Facilities Technical Coordinator.
- 4.20.1.19 One (1) EXTERNAL LOAD TEST of the requested equipment, which is to include the following services at a minimum:
 - 4.20.1.19.1 External Load Bank Test to load generator to 100% of rated load for a period of four (4) hours.
 - 4.20.1.19.2 All load tests shall be performed during normal business hours.
 - 4.20.1.19.3 Contractor shall provide complete report with recommendations upon test completion.
- 4.20.2 Vendor/bidder shall be responsible for relaying all information to the Collin County Facilities Department regarding timelines by calling 972-547-5353.
- 4.20.3 Successful vendor/bidder shall upon request tighten all electrical connections in Transfer Switches of the requested equipment.
- 4.20.4 Successful vendor/bidder shall supply Inspection Report describing each piece of equipment serviced on the maintenance visit date.

- 4.20.5 Successful vendor/bidder shall list equipment make, model, serial numbers, and run hours on all reports.
- 4.20.6 Successful vendor/bidder will contact each Building Manager/Superintendent to turn off power to building(s) to complete their tests.
- 4.20.7 Successful vendor/bidder shall contact the appropriate Building Engineer and sign-in before work in started and sign-out when work is completed.
- 4.20.8 Collin County reserves the right to add or delete equipment as needed. The County will request a written quotation from the contractor for additional equipment, parts or services. Contractor shall submit, in writing, a fair and reasonable price for a preventative maintenance service call for the new equipment based on current bid prices contained in this bid. If it is determined the quote is excessive, the County reserves the right to request quotations from additional sources.
- 4.20.9 When equipment is under manufacturer's warranty, Collin County will allow repairs to be made by the manufacturer, or approved representative; thus maintaining all warranty requirements.
- 4.20.10 Successful vendor/bidder(s) shall state in their bid, a per generator price for annual Preventive Maintenance/Testing.
- 4.20.11 Proposed price per generator Maintenance/Testing shall include all labor, equipment, materials, travel/mileage required to complete services as specified.

4.21 Equipment Repair and Parts Specifications:

- 4.21.1 Successful vendor/bidder shall state in their bid, hourly labor rates and percentage mark-up above actual cost for any parts furnished. Mark-up shall not be applied to rental equipment or freight charges.
- 4.21.2 All equipment repairs and parts will be ordered as needed and shall be billed on a time and materials basis.
- 4.21.3 The County reserves the right to supply all or part of the equipment or materials on any equipment maintenance/repair project.
- 4.21.4 Purchase orders shall be issued for each equipment repair or parts request. When services for equipment repair or parts are required, contractor shall provide a written quote for a not to exceed amount. Contractor's written quote shall state the number of labor hours at the awarded contract rate and the actual cost of parts plus the awarded percentage mark-up. If additional work is required to complete the job, contractor shall provide a written quote for the additional amount. Authorization to continue with the additional work will be in the form of a revised purchase order in the amount of the quote provided.
- 4.21.5 Collin County business hours are 8:00 AM to 5:00 PM, Monday through Friday. Only services performed outside of Collin County's normal business hours may be considered "after hours".
- 4.21.6 Upon arrival for service calls, contractor shall report in person to the Central Plant Control Room at 4600 Community Ave., McKinney, TX.
- 4.21.7 Contractor shall arrive at Collin County job site within two (2) business days after receipt of order for equipment repair or parts service calls not regarding life/safety situations.

- 4.21.8 Service calls for issues regarding life/safety situations shall be considered “Emergency Service”. Priority response shall be required for Emergency Service calls twenty-four (24) hours a day, seven (7) days a week. Vendor shall arrive at county location within two (2) hours after receipt of order for Emergency Service.
 - 4.21.9 Contractor shall arrive at Collin County job site within the specified response time. If contractor fails to arrive at job site within the specified response time and services to complete the equipment repair are required beyond Collin County’s normal business hours, payment at “after hours” rate may be denied.
 - 4.21.10 Week-end and holiday labor rate may only be billed for services performed on Saturday, Sunday or Collin County designated holidays.
 - 4.21.11 Contractor shall not charge the County a separate trip charge for any work performed under this contract. Contractor’s time shall not start until such time as the contractor has arrived on-site to begin work. Trip charges include trips to retrieve any necessary equipment or parts to perform the work.
 - 4.21.12 Contractor shall not charge fuel surcharges.
 - 4.21.13 Work completed by the Contractor shall be reviewed and deemed acceptable by a member of the Collin County Facilities Maintenance department prior to payment. Work found non-compliant shall be remedied by the Contractor at its own expenses.
 - 4.21.14 Original invoices shall be sent to Collin County Auditor, 2300 Bloomdale Rd., Suite 3100, McKinney, Texas 75071 or by email to accountspayable@co.collin.tx.us. Copies of all invoices shall also be sent to Facilities Maintenance, 4600 Community Ave., McKinney, Texas 75071. Invoices shall be fully documented as to labor, materials, and equipment used on each job and must reference the Collin County Purchase Order Number in order to be processed. Invoices shall specify the address of the building, location, or property where the service has been performed. Payment to the Contractor for parts used on each service request will be reimbursed at actual cost, plus the awarded percentage mark-up, provided that Contractor’s invoice relative to such purchase is attached to the Contractor’s billing.
- 4.22 **Location and Completion Time:** Location for repair will be stated on the Collin County Purchase Order at the time of issue. All preventive maintenance, repairs, replacements, and installations shall be performed Monday through Friday, 7 a.m. to 4:00 p.m. with a mandatory one hour lunch break. Should it be necessary, on occasion, to perform installations outside of these working hours, vendor and County will make mutual arrangements.
- 4.23 **Location:** Work will be completed at the locations listed:

Administration – Equip. #163

2300 Bloomdale Road
McKinney, Texas 75071

Adult Detention Cluster 1 – Equip. #18
Adult Detention Cluster 3 – Equip. #17
Adult Detention Cluster 4 – Equip. #125
Adult Detention Cluster 5 – Equip. #178
Adult Detention Lower B – Equip. #19
Sheriff’s Dispatch 911 – Equip. #21

4300 Community Avenue
McKinney, Texas 75071

Central Plant – Equip. #55123

Central Plant 2 – Equip #150

Central Plant - Equip. #32939

4600 Community Avenue
McKinney, Texas 75071

Courthouse – Equip. #115

2100 Bloomdale Road
McKinney, Texas 75071

Farmersville PCT Barn – Equip. #39

1269 N. State Highway 78
Farmersville, Texas 75442

Health Care – Equip. #57456

Health Care Portable

825 N. McDonald
McKinney, Texas 75069

Juvenile Detention – Equip. #50

4700 Community Avenue
McKinney, Texas 75071

Juvenile School – Equip. #188

4690 Community Ave.
McKinney, Texas 75071

Medical Examiner – Equip. #47454

700B Wilmeth Road
McKinney, Texas 75069

Minimum Security Jail – Equip. #72

4800 Community Ave
McKinney, Texas 75071

Public Works Service Center – Equip. #23

Wilmeth Radio Tower

700A Wilmeth Road
McKinney, Texas 75069

Verona Radio Tower

8499 County Rd. 502
Blue Ridge, Texas 75424

Celina Radio Tower

9165 County Road 101
Celina, Texas 75009

Copeville Radio Tower

15528 FM 1778
Farmersville, Texas 75442

Wilmeth Radio Tower

700A Wilmeth Road
McKinney, Texas 75069

West McKinney Radio Tower

1800 Houghton Drive
McKinney, TX 75070

Anna Radio Tower

2609 Hackberry Drive
Anna, TX 75069

Princeton Radio Tower

255 E. Monte Carlo Blvd.
Princeton, TX 75407

Farmersville Radio Tower

1269 N. Highway 78
Farmersville, TX 75442

Lavon JP2

1025 S. State Highway 78
Lavon, TX 75166

EXHIBIT "A"

COLLIN COUNTY FACILITIES GENERATOR

LOCATION	EQUIPT #	DESCRIPTION	MODEL #	STYLE	S/N	KW	VOLT	HOURS
ADMINISTRATION	163	2009 KOHLER GENERATOR	750REOZMB	STAT	2217474	750	480	346
ADULT DETENTION CLUSTER 1	18	STEWART STEVENSON	12V71TA500	STAT	572RSL402BP-203W	500	480	1534
ADULT DETENTION CLUSTER 3	17	STEWART STEVENSON	2V149T1200	STAT	572RSL402BP-449W	500	480	1542
ADULT DETENTION CLUSTER 4	125	2007 STEWART STEVENSON	609021100	STAT	2086083	400	480	1116
ADULT DETENTION CLUSTER 5	178	2011 KOHLER GENERATOR	400REOZDD	STAT	2329771	400	480	576
ADULT DETENTION LOWER B	19	STEWART STEVENSON	12V71TA500	STAT	742RSL4046BP-12W	1200	480	1483
CENTRAL PLANT	55123	2011 CUMMINS GENERATOR	DOCB	STAT	G110234330	750	480	498
CENTRAL PLANT 2	150	CUMMINS GENERATOR	DOGAB1500KW	STAT	33168540	1500	480	739
COURTHOUSE	115	MAGNAMAX GENERATOR	2000DSEB	STAT	5272002467	2000	480	659
FARMERSVILLE PCT BARN	39	GENERAC GENERATOR	96A03781-5	STAT	2029189	15	240	328
HEALTHCARE	57456	BLUESTAR GENERATOR	GM60-02	STAT	112898-1-1	60	240	24
JUVENILE DETENTION	50	1999 GENERAC GENERATOR	DSGAB-A034G177	STAT	2043232	180	480	772
JUVENILE SCHOOL	188	2012 CUMMINS GENERATOR	SD080	STAT	H100152943	128	480	145
MEDICAL EXAMINER	47454	2006 KOHLER GENERATOR	SPECTRUM200DSEG	STAT	2089669	250	208	267
MINIMUM SECURITY JAIL	72	GENERAC GENERATOR	87A02104-S	STAT	712894	200	480	633
PUBLIC WORKS SERVICE CENTER	23	KOHLER GENERATOR	57778	STAT	205197	25	240	39
SHERIFFS DISPATCH 911	21	GENERAC GENERATOR	SD050	TM	2083552	15	240	287
CENTRAL PLANT	32939	KOHLER GENERATOR	300REOZV	TM	2055878	300	480	225
HEALTHCARE PORTABLE		WHISPERWATT	DCA-70SSIU4F	TM	7356145	56/40/70	120/240/480	230
VERONA RADIO TOWER		2022 JOHN DEERE GENERATOR	GSJD30060S-UL	STAT	120523	60	240	16
CELINA RADIO TOWER		2021 JOHN DEERE	GSJD30060S-UL	STAT	120521	60	240	7
COPEVILLE RADIO TOWER		2021 JOHN DEERE	GSJD30060S-UL	STAT	120522	60	240	16
WILMETH RADIO TOWER		2022 JOHN DEERE GENERATOR	GSJD30080S-UL	STAT	120520	80	240	7
WEST MCKINNEY RADIO TOWER		2019 CUMMINS NATURAL GAS	C50N6	STAT	G190606268	50	120/240	20
ANNA RADIO TOWER		2019 CUMMINS GENERATOR	4BTAA3.3G7	STAT	72050355	73	120/240	46
PRINCETON RADIO TOWER		2018 CUMMINS GENERATOR	4BTAA3.3G7	STAT	72039658	73	120/240	49
FARMERSVILLE RADIO TOWER		2017 CUMMINS GENERATOR	4BTAA3.3G7	STAT	72032960	73	120/240	124
LAVON JP2		2021 GENERAC GENERATOR	RG02515GNAX	STAT	3009306019	25	120/208	5

*Current listing as of 04/01/2023

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.

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>

At the time of this solicitation being released, the following are known to be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department:

Rick Monk – Facilities Direction
Laszlo Vadasz - Facilities Superintendent
George King – Facilities Coordinator

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent
Marci Chrismon – Assistant Purchasing Agent
Susan Hayes - 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

