

Office of the Purchasing Agent 2300 Bloomdale Road Suite 3160 McKinney, Texas 75071 www.collincountytx.gov

#### **ADDENDUM NO. ONE (1)**

#### STANDBY GENERATOR PREVENTIVE MAINTENANCE AND EQUIPMENT PARTS AND REPAIRS

IFB NO. 2023-192

EFFECTIVE: MAY 30, 2023

DELETE: SPECIAL CONDITIONS AND SPECIFICATIONS, SECTION 4.20.1.14:

REPLACE ALL BATTERIES ON GENERATOR. REPLACEMENT BATTERIES MUST HAVE A ONE (1) YEAR PERFORMANCE LIFE AT A

MINIUM.

CHANGE: EXTEND CLOSING DATE:

FROM: JUNE 1, 2023, AT 2:00 PM TO: JUNE 22, 2023, AT 2:00 PM

CHANGE: EXTEND BID OUESTION DATE:

FROM: MAY 23, 2023, AT 5:00 PM TO: JUNE 9, 2023, AT 5:00 PM

ADD: PRE-BID MEETING (Non-Mandatory):

DATE: JUNE 8, 2023 TIME: 10:00 AM

ADD: PRE-BID MEETING LOCATION:

COLLIN COUNTY CENTRAL PLANT

4600 COMMUNITY AVENUE

MCKINNEY, TX 75071

ADD: UPDATED 4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

ADD: ATTRIBUTE NO. 23: ADDENDUM NO. 1 ACKNOWLEDGEMENT

PLEASE NOTE ALL OTHER TERMS, CONDITIONS, SPECIFICATIONS REMAIN UNCHANGED.

SINCERELY, MICHELLE CHARNOSKI, NIGP-CPP, CPPB PURHASING AGENT

MC/slh



#### 2023-192 Addendum 1

# Standby Generator Preventive Maintenance and Equipment Parts & Repairs

Issue Date: 5/9/2023

Questions Deadline: 6/9/2023 05:00 PM (CT) Response Deadline: 6/22/2023 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

Page 1 of 19 pages Deadline: 6/22/2023 02:00 PM (CT) 2023-192 Addendum 1

#### **Event Information**

Number: 2023-192 Addendum 1

Title: Standby Generator Preventive Maintenance and Equipment Parts & Repairs

Type: Invitation for Bid

Issue Date: 5/9/2023

Question Deadline: 6/9/2023 05:00 PM (CT) Response Deadline: 6/22/2023 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 Activities**

#### **Pre-Bid Conference Meeting**

6/8/2023 10:00:00 AM (CT)

Pre-Bid Conference Meeting scheduled for June 8, 2023 at 2:00 PM.
Location of Pre-Bid Conference Meeting: Collin County Central Plant, 4600 Community Ave., McKinney, TX 75071

#### **Bid Attachments**

Addendum\_1\_Final\_2023-192.doc

**View Online** 

Addendum 1

4.0\_SPECIAL\_CONDITIONS\_AND\_SPECIFICATIONS\_ as of 5.20.2023.docx

**View Online** 

Revised 4.0 Special Conditions & Specifications as of 5.30.2023

General\_Instructions\_Bid\_07.18.2022.docx

**View Online** 

1.0 General Instructions IFB

Terms\_of\_Contract\_Bid\_-\_2.10.21.docx

**View Online** 

Terms of Contract - Bid

Insurance updated 1-26-2015.doc

**View Online** 

Minimum Insurance Requirements

Exhibit A - 2023 Generator List as of 4.1.2023.pdf

**View Online** 

Exhibit A

CIQ\_113015.pdf

**View Online** 

Conflict of Interest Questionnaire

HB 23-CIQ.docx

**View Online** 

Information Regarding Conflict of Interest Questionnaire

W-9 rev 2018.pdf

**View Online** 

W-9 Form

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Legal Notice

# **Requested Attachments**

W-9

(Attachment required)

#### **Conflict of Interest Questionnaire**

Bio	d Attributes
1	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)

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5	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	Panding Paguiroment Asknowledgement
U	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)

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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)
1	Reference No. 3
0	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)
1	Cooperative Contracts
1	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 interlocal 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?
	(Required: Check only one)

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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.
	(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)
15	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)

16	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)
1 8	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 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)

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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)
2 3	Addendum No. 1  Please initial to verify your receipt of the addendum.

# **Bid Lines**

(Required: Maximum 1000 characters allowed)

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1	Item Notes:	unerator ZMB  UOM: lump sum ADMINISTRATION- EQUIP. #163 2300 BLOOMDALE ROAD MCKINNEY, TX 75071	Price: \$	Total: \$  No bid Additional notes (Attach separate sheet)
2	Item Notes:	son 500 2BP-203W  UOM: lump sum ADULT DETENTION CLUSTER 1 - EQUIT 4300 COMMUNITY AVENUE MCKINNEY, TX 75071	Price: \$ P. #18	Total: \$  No bid Additional notes (Attach separate sheet)
	Supplier Notes:			
3	Item Notes:	son 200 2BP-449W ) UOM: <u>lump sum</u> ADULT DETENTION CLUSTER 3 - EQUII	Price: \$ P. #17	Total: \$
		4300 COMMUNITY AVENUE MCKINNEY, TX 75071		Additional notes (Attach separate sheet)

4	2007 Stewart S Model 60902110 S/N 2086083 400 KW 480 Volts 1116 Hours (Response required Quantity: 1 Item Notes:	)		Total: \$  No bid Additional notes (Attach separate sheet)
5	2011 Kohler Ge Model 400REO S/N 2329771 400 KW 480 Volts 576 Hours (Response required Quantity: 1 Item Notes:	ZDD  UOM: lump sum  ADULT DETENTION CLUSTER 5 - EQUII  4300 COMMUNITY AVENUE  MCKINNEY, TX 75071		Total: \$  No bid Additional notes (Attach separate sheet)
6	Stewart Steven Model 12V71TA S/N 742RSL404 1200 KW 480 Volts 1483 Hours (Response required) Quantity:1 Item Notes:	.500 46BP-12W	Price: \$ #19	Total: \$  No bid Additional notes (Attach separate sheet)

7	Item Notes:	Generator 30	Price:	Total: \$  No bid Additional notes (Attach separate sheet)
8	Cummins Gene Model DOGAB1 S/N 33168540 1500 KW 480 Volts 739 Hours (Response required) Quantity: 1 Item Notes:	UOM: lump sum CENTRAL PLANT 2 - EQUIP. 150 4600 COMMUNITY AVENUE MCKINNEY, TX 75071	Price:	\$ Total: \$  No bid Additional notes (Attach separate sheet)
9	Magnamax Ger Model 2000DSE S/N 527200246 2000 KW 480 Volts 659 Hours (Response required) Quantity:1 Item Notes:	≣B ₹7	Price: #115	\$ Total: \$  No bid Additional notes (Attach separate sheet)

1 0	Item Notes:	rator 1-5 UOM: lump sum FARMERSVILLE PCT BARN - EQUIP. # 1269 N. STATE HIGHWAY 78 FARMERSVILLE, TX 75442	Price:	\$ Total: \$  No bid Additional notes (Attach separate sheet)
1 1	Item Notes:	ator !	Price:	\$ Total: \$  No bid Additional notes (Attach separate sheet)
1 2	Item Notes:	Generator A034G177	Price:	\$ Total: \$  No bid Additional notes (Attach separate sheet)

13	Item Notes:	UOM: lump sum JUVENILE SCHOOL - EQUIP. #188 4690 COMMUNITY AVENUE MCKINNEY, TX 75071	Price: \$	Total: \$  No bid Additional notes (Attach separate sheet)
14	Item Notes:	enerator RUM200DSEG	Price: \$	Total: \$  No bid Additional notes (Attach separate sheet)
15	Generac Gener Model 87A0210 S/N 712894 200 KW 480 Volts 633 Hours (Response required, Quantity:1 Item Notes:	UOM: lump sum MINIMUM SECURITY JAIL - EQUIP. #72 4800 COMMUNITY AVENUE MCKINNEY, TX 75071	Price: \$	Total: \$  No bid Additional notes (Attach separate sheet)

16	Item Notes:	Or  UOM: lump sum  PUBLIC WORKS SERVICE CENTER - EI  700A WILMETH ROAD  MCKINNEY, TX 75069	Price: \$ QUIP. #23	Total: \$  No bid Additional notes (Attach separate sheet)
17	Item Notes:	rator	Price: \$	Total: \$  No bid Additional notes (Attach separate sheet)
18	Item Notes:	Or ZV  OM: lump sum  CENTRAL PLANT - EQUIP. #32939 4600 COMMUNITY AVENUE MCKINNEY, TX 75071	Price: \$	Total: \$  No bid Additional notes (Attach separate sheet)

19	Whisperwatt Model DCA-70S S/N 7356145 56/40/70 KW 120/240/480 Vo 230 Hours (Response required Quantity:1	olts  OOM: lump sum  HEALTHCARE PORTABLE 825 N. MCDONALD  MCKINNEY, TX 75069	Price: \$	Total: \$  No bid Additional notes (Attach separate sheet)
20	2022 John Dee Model GSJD300 S/N 120523 60 KW 240 Volts 16 Hours (Response required Quantity: 1	060S-UL	Price: \$	Total: \$  No bid Additional notes (Attach separate sheet)
2 1	2021 John Dee Model GSJD300 S/N 120521 60 KW 240 Volts 7 Hours (Response required	UOM: lump sum CELINA RADIO TOWER 9165 COUNTY ROAD 101 CELINA, TX 75009	Price: \$	Total: \$  No bid Additional notes (Attach separate sheet)

22	2021 John Dee Model GSJD300 S/N 120522 60 KW 240 Volts 16 Hours (Response required) Quantity:1 Item Notes:	060S-UL	Price: \$	Total: \$  No bid Additional notes (Attach separate sheet)
23	2022 John Dee Model GSJD300 S/N 120520 80 KW 240 Volts 7 Hours (Response required) Quantity: 1 Item Notes:	080S-UL	Price: \$ ORKS)	Total: \$  No bid Additional notes (Attach separate sheet)
2 4	Item Notes:	Natural Gas  Natural Gas  Natural Gas  Natural Gas  Natural Gas	Price: \$	Total: \$  No bid Additional notes (Attach separate sheet)

25	2019 Cummins Model 4BTAA3.: S/N 72050355 73 KW 120/240 Volts 46 Hours (Response required) Quantity:1 Item Notes:	JUOM: lump sum ANNA RADIO TOWER 2609 HACKBERRY DRIVE ANNA, TX 75409	Price: \$	Total: \$  No bid Additional notes (Attach separate sheet)
26	2018 Cummins Model 4BTAA3.: S/N 72039658 73 KW 120/240 Volts 49 Hours (Response required) Quantity:1 Item Notes:	3G7	Price: \$	Total: \$  No bid Additional notes (Attach separate sheet)
27	2017 Cummins Model 4BTAA3.: S/N 72032960 73 KW 120/240 Volts 124 Hours (Response required) Quantity:1 Item Notes:	JUOM: lump sum FARMERSVILLE RADIO TOWER 1269 N. HIGHWAY 78 FARMERSVILLE, TX 75442	Price: \$	Total: \$  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 Item Notes: LAVON JP2		Total: \$  No bid Additional notes (Attach separate sheet)
29	Hourly Labor Rate: During Business Hours (Response required)  Quantity:1 UOM: hour  Supplier Notes:		Total: \$  — No bid — Additional notes (Attach separate sheet)
3 0	Hourly Labor Rate: After Business Hours (Response required)  Quantity:1 UOM: hour  Supplier Notes:		
31	Hourly Labor Rate: Weekends and Holidays (Response required)  Quantity:1 UOM: hour  Supplier Notes:	Price: \$	Total: \$  — No bid — Additional notes (Attach separate sheet)
3 2	Percent Mark-up on Parts and Equipment  Supplier Notes:		Total: %  No bid Additional notes (Attach separate sheet)

Supplier Intol	rmation	
Company Name:		
Contact Name:		
Address:		
Phone:		
Fax:		
Email:		
Supplier Note	es	
the duly authorized Bidder affirms that t individual has not p line of business; an	agent of said company and the person sig they are duly authorized to execute this con prepared this bid in collusion with any other and that the contents of this bid as to prices, the undersigned nor by any employee or ag	by the company listed below hereinafter called "bidder" is uning said bid has been duly authorized to execute same. Intract; this company; corporation, firm, partnership or bidder or other person or persons engaged in the same terms and conditions of said bid have not been gent to any other person engaged in this type of business
Print Name		Signature

#### 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: <a href="mailto:accountspayable@collincountytx.gov">accountspayable@collincountytx.gov</a>. Copies of all invoices must also be sent to Facilities Maintenance, 4600 Community Ave., McKinney, Texas 75071, email: <a href="mailto:kelder@co.collin.tx.us">kelder@co.collin.tx.us</a>.

#### 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 <a href="mailto:accountspayable@collincountytx.gov">accountspayable@collincountytx.gov</a>. 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 <u>actual cost</u> 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