

BRAZORIA COUNTY
PURCHASING DEPARTMENT



SUSAN P. SERRANO, CPPO, CPPB
Purchasing Director

August 27, 2025

Direct Current Preventitive Maintenance LLC:
Attn: Jeremiah Barnett
1591 E Highway 6 Ste. 107 #165
Alvin, TX 77511
Jeremiah.Barnett@DCPMpro.com

Re: Award for RFP# 25-58 Uninterruptible Power Supply (UPS) Support for the Sheriff's Office

Dear Mr. Barnett:

Brazoria County is pleased to inform you that on August 26, 2025, Commissioners' Court awarded the above listed project to your company.

The term of this contract shall be effective upon execution, for a period of one (1) year with an option to renew the contract for up to four (4) additional one-year terms.

A purchase order and /or notice to proceed will follow. Do not proceed with delivery of services or materials prior to receiving a purchase order number from Brazoria Country.

A Certificate of Interested Parties, Form 1295 is required. Vendors are to log onto the Texas Ethics Commission's website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out Form 1295. Once the form is completed online, the system will issue a certificate number. Please print, sign the form, and email it to Amanda Erickson at aerickson@brazoriacountytx.gov.

In addition, per Texas Local Government Code 176, completion of the Conflict of Interest Questionnaire, Form CIQ, is required if applicable. You may access the form and further information on our website at <http://brazoriacountytx.gov/departments/purchasing> under the Doing Business section, Conflict of Interest Reporting.

Per Texas Local Government Code Chapters 808, 809, and 2274, completion of the Boycott Verification Form is required, if applicable. You may access the form and further information on our website at <http://brazoriacountytx.gov/departments/purchasing> under the Doing Business section.

Please email the CIQ and Boycott Verification Form to Amanda Erickson at aerickson@brazoriacountytx.gov.

As a reminder, a copy of a current certificate of insurance shall be due to Brazoria County within ten (10) calendar days after receipt of notification of award. The contract shall not become effective until the certificate of insurance is received. Failure to provide said certificate may result in cancellation and/or termination of the contract. Please have the certificate of insurance name Brazoria County as an additional insured and a waiver of subrogation applies in favor of Brazoria County.

Thank you for your interest in Brazoria County. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Susan P. Serrano, CPPO, CPPB
Brazoria County Purchasing Director

BRAZORIA COUNTY CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the 26th day of August 2025, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Commissioners' Court, and Direct Current Preventive Maintenance LLC.

WITNESSETH:

The Vendor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for **RFP #25-58 Uninterruptible Power Supply (UPS) Support for the Sheriff's Office** as stated in the Request to Proposal Table of Contents hereto attached and made a part hereof, together with the bond (when required), vendor's response and negotiated pricing, shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

The order of precedence shall be:

- Brazoria County **RFP #25-58 Uninterruptible Power Supply (UPS) Support for the Sheriff's Office**
- Vendor's submittal to the above listed RFP and the final accepted pricing

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this 10th day of September 2025.

By: 
County Judge Signature

By: L. M. "Matt" Sebesta Jr.
Printed Name

By: 
Signature of Vendor

By: Jeremiah Barnett - Director of Sales
Printed Name and Title

BRAZORIA COUNTY RESPONDENT CERTIFICATION FORM

Direct Current Preventive Maintenance LLC
LEGAL NAME OF CONTRACTING COMPANY

87-2108730 069075241
FEDERAL I.D. # (Company or Corporation) DUN & BRADSTREET D-U-N-S NUMBER

346-253-6796 N/A
TELEPHONE NUMBER FACSIMILE NUMBER

Jeremiah Barnett Director of Sales
CONTACT PERSON TITLE

1591 E Highway 6 Ste. 107 #165 Alvin, TX 77511
COMPLETE MAILING ADDRESS CITY & STATE ZIP CODE

2883 County Rd 58 Manvel, TX 77578
COMPLETE STREET ADDRESS CITY & STATE ZIP CODE

Jeremiah.Barnett@DCPMpro.com
EMAIL ADDRESS

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid Table. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Brazoria County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

 07/24/2025
SIGNATURE DATE
"must be authorized to execute on behalf of company"

Jeremiah Barnett Director of Sales
Typewritten or Printed Name Title

BRAZORIA COUNTY BIDDER/RESPONDENT'S AFFIRMATION

This form must be completed, signed, and returned by Bidder/Respondent

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Respondent affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or Director to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Respondent hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to §262.0276 (a) of the Texas Local Government Code and subject to Brazoria County Court Order No. 36 of October 28, 2003, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

☐ Does not own taxable property in Brazoria County.

☒ Does not owe any ad valorem taxes to Brazoria County or is not otherwise indebted to Brazoria County.

BIDDER/RESPONDENT'S SDNs/BLOCKED PERSONS AFFIRMATION

Pursuant to §2155.077 of the Texas Government Code and subject to Brazoria County Court Order No19 of August 9, 2005, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

☒ Is not excluded from doing business at the federal level.

☒ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Brazoria County may not make procurement transactions with SDNs/Blocked Persons.

If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.

Bidder/Respondent Company Name Direct Current Preventive Maintenance LLC

Signature of Company Official
Authorizing the Bid/Offer



Date 07/24/2025

Company Official
(Printed Name) Jeremiah Barnett

Official's Position Director of Sales

WORKERS' COMPENSATION REQUIREMENTS

BIDDER/RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede all other Requirements where applicable.

Workers' Compensation Insurance Coverage

A. Definitions

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity with furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) provide coverage, base on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and

- (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificated of coverage on file for the duration of the project and for one (1) year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew of should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (9.1) - (9.7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J.** By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier of, or in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administration penalties, criminal penalties, civil penalties, or other civil actions.
- K.** The contractor's failure to comply with any of these provision is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

If awarded a contract for RFP #25-58, by my signature below, I certify that I will provide workers' compensation insurance coverage for each employee employed on this project. I also certify that each of my subcontractors will also provide workers compensation for each employee employed on this project.



SIGNATURE

Jeremiah Barnett

Typewritten or Printed Name

07/24/2025

DATE

Director of Sales

Title

CERTIFICATION REGARDING LOBBYING

Certifications For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed within this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature/Authorized Certifying Official

Jeremiah Barnett

Typed Name and Title

Direct Current Preventive Maintenance LLC

Applicant / Organization

07/24/2025

Date Signed

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: <u>N/A</u> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: <u>N/A</u> a. bid/offer/application b. initial award c. post-award	Report Type: <u>N/A</u> a. initial filing b. material change
Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier____, if Known: N/A Congressional District, if known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:
Federal Department/Agency: N/A		7. Federal Program Name/Description: N/A CFDA Number, if applicable: _____
Federal Action Number, if known: N/A		9. Award Amount, if known: \$ N/A
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature:  Print Name: Jeremiah Barnett Title: Director of Sales Telephone No.: 346-253-6796 Date: 07/24/2025
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

*Note: If this form is not applicable to your company, please mark the form N/A
and sign the highlighted signature field above.*

**VENDOR TO INSERT EXCEPTIONS TO
STANDARD TERMS & CONDITIONS & SPECIAL
REQUIREMENTS HERE (IF APPLICABLE)**

✓ Company **does not** have exceptions *(If applicable, check here)*

Or

 Company does have exceptions *(If applicable, check here and list exceptions here for consideration. Brazoria County will review all exceptions listed and will formally communicate as to if any exceptions are accepted by the County. If exceptions are accepted by the County, they will be added in the form of an addendum.)*

NON-COLLUSION AFFIDAVIT

THE STATE OF TEXAS

OWNER Nathan Curtis

Before me, the undersigned authority, on this day personally appeared Jeremiah Barnett
who being by me duly sworn upon oath says: that he is duly qualified and authorized to make this affidavit for and on behalf of
Direct Current Preventive Maintenance LLC ("Contractor"), of and is fully cognizant of the fact herein set out: that Contractor has
not, either directly or indirectly, entered into any agreement with OWNER in any collusion: or otherwise taken any action in restraint
of free competitive bidding in connection with the contract for the above referenced project.

[Signature]
Jeremiah Barnett Director of Sales
Name Title

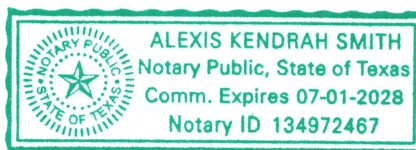
SWORN TO AND SUBSCRIBED BEFORE ME by the said Alexis Smith, this 25TH day of
JULY, 20 25, to certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC in and for

State of TEXAS

Printed Name: Alexis Smith

My Commission Expires: 07-01-2025



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.

N/A

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.

N/A

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.

N/A

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.

N/A

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

07/24/2025

Date

EMERGENCY CONTACT INFORMATION

During a natural disaster, homeland security event, or other emergency, there may be a need for Brazoria County to access your business for products or services after normal business hours and/or holidays. The County may request County employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are needed. It is critical the emergency contact information remains current. If awarded a contract, any changes to your information must be emailed to aerickson@brazoriacountytx.gov.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. If there is a fee (pricing) for an after-hours/holiday emergency opening of the business, please include in Bid Table.

Please provide the information below and include with your bid submittal

Business Name: Direct Current Preventive Maintenance LLC

Contract #: Ref # 25-85

Description: Service and Sales of Uninterruptible Power Supply, Batteries, Battery Chargers

Primary Contact (Name): Jeremiah Barnett

Primary Contact Phone Numbers: Home: N/A Cell: 346-253-6796

Primary Contact Email: Jeremiah.Barnett@DCPMpro.com

Secondary Contact (Name): Nathan Curtis

Secondary Contact Phone Numbers: Home: N/A Cell: 346-456-8888

Secondary Contact Email: Nathan.Curtis@DCPMpro.com

TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM

**Respondent acknowledges having read and understood the following law,
effective January 1, 2020**

	07/24/2025
SIGNATURE	DATE
"must be authorized to execute on behalf of company"	
Jeremiah Barnett	Director of Sales
Typewritten or Printed Name	Title

SUBCHAPTER J. ADDITIONAL PROVISIONS RELATED TO CONTRACTING INFORMATION

Sec. 552.371. CERTAIN ENTITIES REQUIRED TO PROVIDE CONTRACTING INFORMATION TO GOVERNMENTAL BODY IN CONNECTION WITH REQUEST. (a) This section applies to an entity that is not a governmental body that executes a contract with a governmental body that:

(1) has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the governmental body; or

(2) results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the governmental body in a fiscal year of the governmental body.

(b) This section applies to a written request for public information received by a governmental body that is a party to a contract described by Subsection (a) for contracting information related to the contract that is in the custody or possession of the entity and not maintained by the governmental body.

(c) A governmental body that receives a written request for information described by Subsection (b) shall request that the entity provide the information to the governmental body. The governmental body must send the request in writing to the entity not later than the third business day after the date the governmental body receives the written request described by Subsection (b).

(d) Notwithstanding Section 552.301:

(1) a request for an attorney general's decision under Section 552.301(b) to determine whether contracting information subject to a written request described by Subsection (b) falls within an exception to disclosure under this chapter is considered timely if made not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(2) the statement and copy described by Section 552.301(d) is considered timely if provided to the requestor not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(3) a submission described by Section 552.301(e) is considered timely if submitted to the attorney general not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b); and

(4) a copy described by Section 552.301(e-1) is considered timely if sent to the requestor not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b).

(e) Section 552.302 does not apply to information described by Subsection (b) if the governmental body:

- (1) complies with the requirements of Subsection (c) in a good faith effort to obtain the information from the contracting entity;
- (2) is unable to meet a deadline described by Subsection (d) because the contracting entity failed to provide the information to the governmental body not later than the 13th business day after the date the governmental body received the written request for the information; and
- (3) if applicable and notwithstanding the deadlines prescribed by Sections 552.301(b), (d), (e), and (e-1), complies with the requirements of those subsections not later than the eighth business day after the date the governmental body receives the information from the contracting entity.

(f) Nothing in this section affects the deadlines or duties of a governmental body under Section 552.301 regarding information the governmental body maintains, including contracting information.

Sec. 552.372. BIDS AND CONTRACTS. (a) A contract described by Section 552.371 must require a contracting entity to:

- (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract;
- (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and
- (3) on completion of the contract, either:
 - (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or
 - (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

(b) Unless Section 552.374(c) applies, a bid for a contract described by Section 552.371 and the contract must include the following statement: "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this (include "bid" or "contract" as applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

(c) A governmental body may not accept a bid for a contract described by Section 552.371 or award the contract to an entity that the governmental body has determined has knowingly or intentionally failed to comply with this subchapter in a previous bid or contract described by that section unless the governmental body determines and documents that the entity has taken adequate steps to ensure future compliance with the requirements of this subchapter.

Sec. 552.373. NONCOMPLIANCE WITH PROVISION OF SUBCHAPTER. A governmental body that is the party to a contract described by Section 552.371 shall provide notice to the entity that is a party to the contract if the entity fails to comply with a requirement of this subchapter applicable to the entity. The notice must:

- (1) be in writing;
- (2) state the requirement of this subchapter that the entity has violated; and
- (3) unless Section 552.374(c) applies, advise the entity that the governmental body may terminate the contract without further obligation to the entity if the entity does not cure the violation on or before the 10th business day after the date the governmental body provides the notice.

Sec. 552.374. TERMINATION OF CONTRACT FOR NONCOMPLIANCE. (a) Subject to Subsection (c), a governmental body may terminate a contract described by Section 552.371 if:

- (1) the governmental body provides notice under Section 552.373 to the entity that is party to the contract;
- (2) the contracting entity does not cure the violation in the period prescribed by Section 552.373;
- (3) the governmental body determines that the contracting entity has intentionally or knowingly failed to comply with a requirement of this subchapter; and
- (4) the governmental body determines that the entity has not taken adequate steps to ensure future compliance with the requirements of this subchapter.

(b) For the purpose of Subsection (a), an entity has taken adequate steps to ensure future compliance with this subchapter if:

- (1) the entity produces contracting information requested by the governmental body that is in the custody or possession of the entity not later than the 10th business day after the date the governmental body makes the request; and
- (2) the entity establishes a records management program to enable the entity to comply with this subchapter.

(c) A governmental body may not terminate a contract under this section if the contract is related to the purchase or underwriting of a public security, the contract is or may be used as collateral on a loan, or the contract's proceeds are used to pay debt service of a public security or loan.

Sec. 552.375. OTHER CONTRACT PROVISIONS. Nothing in this subchapter prevents a governmental body from including and enforcing more stringent requirements in a contract to increase accountability or transparency.

Sec. 552.376. CAUSE OF ACTION NOT CREATED. This subchapter does not create a cause of action to contest a bid for or the award of a contract with a governmental body.

Added by Acts 2019, 86th Leg., R.S., Ch. 1216 (S.B. 943), Sec. 9, eff. January 1, 2020.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM

(Vendor to sign form if applicable to telecommunications)

The undersigned vendor hereby represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system.

Additionally, the undersigned vendor hereby represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.

Further, per 2 CFR 200.216 (b) & (c)

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
 - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Direct Current Preventive Maintenance LLC

COMPANY NAME


SIGNATURE OF COMPANY REPRESENTATIVE

Jeremiah Barnett

PRINTED NAME

Director of Sales

TITLE

07/24/2025

DATE

AUTHORIZED NEGOTIATOR

If your company is selected to enter into negotiations with the County, please list the name and contact information for the individual or individuals that will be negotiating a possible contract on behalf of your company.

Name: Jeremiah Barnett

Title: Director of Sales

Email Address: Jeremiah.Barnett@DCPMpro.com

Phone Number: 346-253-6796

Name: Nathan Curtis

Title: Owner

Email Address: Nathan.Curtis@DCPMpro.com

Phone Number: 346-456-8888

RESIDENT / NONRESIDENT BIDDER PROVISIONS

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a “resident” proposer is a person whose principle place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principle place of business in Texas.

A “nonresident” proposer is a person who is not a Texas resident. Please indicate the status of your company as a “resident” proposer or a “nonresident” proposer under these definitions.

Please check (✓) one of the following:

- ☒ I certify that my company is a **Resident Proposer**.
- ☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company’s principle place of business is located):

Company Name

Address

City

State

Zip Code

- A. Does your resident state require a proposer whose principle place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

- B. What is the prescribed amount or percentage? \$ _____ or _____ %

☒ New Vendor

☐ Business Name Change

☐ Address Change

☐ Tax Info Change (W-9)

☐ Other

VENDOR NAME Direct Current Preventive Maintenance LLC

COMPLETED BY: Jeremiah Barnett

DATE FORM COMPLETED: 07/24/2025

SAM.GOV: VENDOR D & B DUNS NUMBER: 069075241

CAGE CODE: 9PTQ0

Is vendor incorporated? ☐ Yes ☒ No; If incorporated: How incorporated: _____ Where incorporated: _____

Has Name Changed in past two (2) years? ☐ Yes ☒ No If Yes, When _____

FORMER NAME: _____

2883 County Rd 58

PHYSICAL STREET ADDRESS (Cannot be P.O. Box)

Manvel

CITY

TX 77578

STATE / ZIP

Jeremiah Barnett

PRIMARY PERSON AUTHORIZED TO EXECUTE A
FINANCIAL/BANKING AGREEMENT

Director of Sales

TITLE

(346)253-6796

TELEPHONE #


SIGNATURE OF ABOVE INDIVIDUAL

Jeremiah.Barnett@DCPMpro.com

EMAIL ADDRESS

SECONDARY PERSON AUTHORIZED TO EXECUTE
A FINANCIAL/BANKING AGREEMENT

TITLE

()

TELEPHONE #

SIGNATURE OF ABOVE INDIVIDUAL

EMAIL ADDRESS

www.DCPMpro.com

WEBSITE ADDRESS

REMITTANCE INFORMATION

REMIT TO NAME (If different from above)

1591 E Highway 6 Ste. 107 #165

REMIT TO ADDRESS

Alvin

CITY

TX 77511

STATE / ZIP

Nathan Curtis - Owner

CONTACT PERSON/TITLE

346-456-8888

TELEPHONE #

N/A

FACSIMILE #

Nathan.Curtis@DCPMpro.com

EMAIL ADDRESS

Is this the only remit address you have?
If no, please provide information:

☒ Yes ☐ No

EXHIBIT B – VENDOR’S RESPONSE

EXHIBIT B – THE FOLLOWING ADDITIONAL REQUIREMENTS ARE TO BE SUBMITTED WITH YOUR RFP RESPONSE:

- BID TABLE WITH PRICING
- VENDOR RESPONSE TO EVALUATION CRITERIA
- SIGNED ADDENDA (*if applicable*)

**BRAZORIA COUNTY
BID TABLE**

VENDOR TO INSERT COMPLETED BID TABLE HERE

See next page

25-58 Attachment A - Bid Table

On-Site Service Plan and Preventative Maintenance for locations below

Location	1 year	2 Year	3 Year	4 Year	5 Year
Brazoria County Sheriff's Office, 1567 CR 348, Brazoria, TX 77422	Plan Price	Plan Price	Plan Price	Plan Price	Plan Price
Unit: BL451T00001 (Eaton)	Plan Price	Plan Price	Plan Price	Plan Price	Plan Price
On-Site Service Plan	225 /hr	225 /hr	225 /hr	225 /hr	225 /hr
Preventive Maintenance Plan	1200	1200	1200	1200	1200

Location	1 year	2 Year	3 Year	4 Year	5 Year
Brazoria County Sheriff's Office, 3602 CR 45, Angleton, TX 77515	Plan Price	Plan Price	Plan Price	Plan Price	Plan Price
Unit: S/N BH241T0009 (Eaton)	Plan Price	Plan Price	Plan Price	Plan Price	Plan Price
Unit: S/N BH294T0001 (Eaton)	Plan Price	Plan Price	Plan Price	Plan Price	Plan Price
Unit: S/N BC293T0025 (Eaton)	Plan Price	Plan Price	Plan Price	Plan Price	Plan Price
Unit: SNQD2105110775 (APC)	Plan Price	Plan Price	Plan Price	Plan Price	Plan Price
On-Site Service Plan	225 /hr	225 /hr	225 /hr	225 /hr	225 /hr
Preventive Maintenance Plan	3600	3600	3600	3600	3600

Location	1 year	2 Year	3 Year	4 Year	5 Year
Brazoria County Sheriff's Office, 1341 Highland Park Rd. Clute, TX 77541	Plan Price	Plan Price	Plan Price	Plan Price	Plan Price
Unit: S/N BM496T0003 (Easton)	Plan Price	Plan Price	Plan Price	Plan Price	Plan Price
On-site Service Plan	225 /hr	225 /hr	225 /hr	225 /hr	225 /hr
Preventive Maintenance Plan	1200	1200	1200	1200	1200

Location	1 year	2 Year	3 Year	4 Year	5 Year
Brazoria County Sheriff's Office, 7315 Corporate Dr, Manvel, TX 77578	Plan Price	Plan Price	Plan Price	Plan Price	Plan Price
Unit: S/N 2323300101AU073 (Liebert)	Plan Price	Plan Price	Plan Price	Plan Price	Plan Price
On-site Service Plan	225 /hr	225 /hr	225 /hr	225 /hr	225 /hr
Preventive Maintenance Plan	1200	1200	1200	1200	1200

	1 year	2 Year	3 Year	4 Year	5 Year
	Plan Price	Plan Price	Plan Price	Plan Price	Plan Price
COMBINED TOTAL PRICE ALL LOCATIONS	7200	7200	7200	7200	7200

VENDOR TO INSERT RESPONSE HERE
(Include the information below in the specified order)

- **Qualification** *(10-page maximum)*
 - Include the qualifications and experience your company has with similar projects
- **Support and Maintenance Plan** *(6 page maximum)*
 - Provide a narrative and details of On-site Service Support Plan
- **References** *(3 pages maximum)*
 - Provide a minimum of five (5) references for similar services to local government agencies and / or other entities within the last five (5) years.

VENDOR TO INSERT QUALIFICATIONS HERE

DCPM is a distinguished provider of critical DC power services dedicated to delivering excellence in government, municipal, industrial and healthcare environments across Texas, New Mexico and Louisiana. With over 40 combined years of experience in executing projects of similar size, complexity, and scope, our firm has established a proven track record of success in meeting the unique challenges and demands.

Nathan Curtis, owner of DCPM and lead technician, preforms all of the maintenance services for high profile and government clients which would include Brazoria County Sheriff's offices. Nathan is a Navy Veteran with over 25 years experience troubleshooting and maintaining every type of UPS on the market.

Nathan is a local resident of Brazoria County.

Attached is Nathan Curtis's resume and Sample Report for reference.

Similar projects include:

Kinetik:

DCPM provides new equipment and preventive maintenance services for over 100 UPS systems for Kinetik the premier midstream operator in the Delaware and Permian Basin. UPS systems include Eaton, Liebert, Toshiba, Xtreme Power and more. Along with the UPS's DCPM maintains all battery and charger systems for Kinetik. DCPM has provided these services for 3 years and has a continued agreement with Kinetik.

University Health:

DCPM provides new equipment and preventive maintenance services for over 20 UPS systems for University Health one of the largest healthcare facilities in San Antonio, TX. UPS systems include Eaton, Liebert, Staco, Galaxy and Toshiba. Along with the UPS's, DCPM maintains all battery and charger systems for University Health. DCPM has a contract agreement with University Health through 2027.

TECO:

DCPM provides preventive maintenance services to numerous UPS systems to Thermal Energy Corporation (TECO) who provides all of the heating and cooling for the Texas Medical Center near downtown Houston, TX. UPS systems Eaton, Toshiba and Liebert. Along with the UPS's, DCPM maintains battery and charger systems for TECO as well. DCPM has provided these services for 2 years and has a continued agreement with TECO.

Smurfit Westrock:

DCPM provides new equipment and preventive maintenance services to one of Westrock's largest mills in Hodge, LA. DCPM maintains over 20 UPS's of nearly every manufacturer, and along with the UPS's, DCPM does capacity testing and maintains all of Westrock's battery and charger systems. DCPM has provided these services for 4 years and has a continued agreement with Smurfit Westrock.

Nathan Curtis: Owner and CEO

Nathan Curtis is the owner and CEO of Direct Current Preventive Maintenance LLC. This U.S. Navy veteran took his 25 years of experience in the electrical/uninterruptible power supply industry and coupled it with a team of highly skilled individuals to create a business that caters to the direct needs of those who need critical power management. Nathan's desire to create DCPM stemmed from the neglect of proper maintenance of critical power equipment he had witnessed in the past when taking on new clients for the companies he was previously employed by. He recognized the need for a company that could provide the necessary attention to the maintenance of critical power equipment and knew he was the person to build that company... and he did. DCPM is a critical power management company that sells, services, and installs critical power equipment. Specializing in uninterruptible power supply (UPS) and all chemistry preventive maintenance on batteries, we are dedicated to ensuring the reliability and efficiency of critical power systems. Nathan and the DCPM team are ready to assist you today!

Education & Training:

- **High School Diploma:**

- Pearlland High School, Pearland, Texas, Graduated 1996

- **Technical Training:**

- United States Navy Aviation Electrician I Level Training, 1996-2000
- MGE Factory Trained, 2000-2002
- APC Factory Trained, 2003-2005
- Mitsubishi Factory Trained, 2005-2007
- Toshiba Factory Trained, 2007-Present

- **Certifications:**

- NFPA 70E
- Electrical Arc Flash
- Basic Plus
- IEEE (UPS and batteries related)
- OSHA 10
- OSHA 30
- TWIC Card Compliant
- PPE

Professional Skills:

- UPS Service
- DC Power
- Preventative Maintenance
- Batteries
- High-Quality Customer Service
- Load Test
- Final Inspections
- Rectifiers
- Troubleshooting
- Test and Turn Up
- Installation Tools and Test Equipment
- Construction Practices
- MOP's
- SOW's
- PC Proficiency with all Microsoft Office Programs

Awards Received:

- Navy Marine Corp Achievement Medal
- Navy Good Conduct Award
- Interstate Leadership Award

Work Experience:

Concentric (Formerly Southland Battery), Dallas, Texas (Operation Manager, March 2017-December 2021)

- Plan, direct, and coordinate the activities of six BUs.
- Actively involved in the recruitment of new staff.
- Evaluating current and potential procedures and implementing changes where necessary.
- Responsible for installing, commissioning, maintaining, and providing application support on customer's sites.
- Training Field Service Employees.
- Providing technical support via phone to field service employees and customers.
- Completion of all required documentation.
- Ensuring on-time completion of all projects, adherence to standard procedures, safety, and service interruption avoidance.
- Providing quotes for customers as needed.
- Coordinating large UPS system installations.
- Technical evaluation of field service reports.

Interstate Powercare, Dallas, Texas (Critical Power Specialist Lead, 2013-2017)

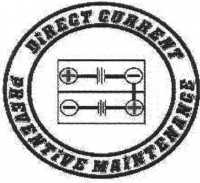
D P Electronic, Houston, Texas (Sr. Field Service Engineer Lead, 2007-2013)

Power Protection Services, Mesquite, TX (2005-2007)

APC, East Providence, RI (2003-2005)

MGE UPS Systems, Inc., Houston, Texas (2000-2002)

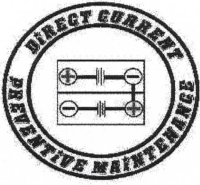
United States Navy (1996-2000)



Customer:	0	Unit Location:	0	Date:	1/0/1900
Address:	0	Unit Type:	0	WO#:	0
		Serial Number:	0	Maintenance Bypass:	0
City & State:	0	Battery MFG:	0	# of Batterie Strings:	0
Contact Name:	0	Battery Date:	1/0/1900	Float Voltage:	0
Contact Phone and or Email:	0		Lead Technician:	0	

#	MINOR UPS PM CHECKS	N/A	GOOD	BAD
1	Review system performance and observations by site personnel to determine if any abnormal operations or conditions have occurred.	☐	☒	☐
2	Review alarm history and record time stamp and alarm for last 6 events.	☐	☒	☐
3	Does the site have an Operation's Manual for each unit?	☐	☒	☐
4	Does the site have System Schematics and Site One-Line diagram?	☐	☒	☐
5	Does the site have posted "Start-Up & Shut-Down" procedures?	☐	☒	☐
6	Are the Input and Output Breakers labeled properly?	☐	☒	☐
7	Record all nameplate data: Model#, Serial #, Input & Output ratings.	☐	☒	☐
8	Does the system have a "wrap around" Maintenance Bypass Switch (MBS)?	☐	☒	☐
9	Verify if the MBS is "make before break" and labeled properly.	☐	☒	☐
10	Record all breaker labels and position.	☐	☒	☐
	BIB = MBB = MIB =	☐	☒	☐
11	Measure and record ambient temperatures and verify room has proper ventilation.	☐	☒	☐
12	Verify panel lamps and indicators are operational.	☐	☒	☐
13	Verify panel meters/displays are operational – record any alarms or abnormalities.	☐	☒	☐
14	Verify cleanliness of USP air filters (if applicable), record size.	☐	☒	☐
15	Record air filter sizes and quantities.	☐	☒	☐
	X X			
16	Verify all fans are running normally and are not abnormally noisy.	☐	☒	☐
17	Verify that the Emergency Power Off (EPO) switch has protective cover (if applicable).	☐	☒	☐

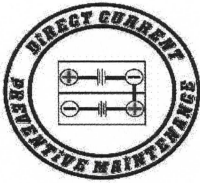
MINOR UPS PM NOTES:



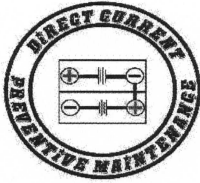
Customer:	0	Unit Location:	0	Date:	1/0/1900
Address:	0	Unit Type:	0	WO#:	0
		Serial Number:	0	Maintenance Bypass:	0
City & State:	0	Battery MFG:	0	# of Batterie Strings:	0
Contact Name:	0	Battery Date:	1/0/1900	Float Voltage:	0
Contact Phone and or Email:	0		Lead Technician:	0	

#	MAJOR UPS PM CHECKS	N/A	GOOD	BAD
1	Measure and record input voltages – All Phases.	☐	☒	☐
2	Measure and record input current – All Phases.	☐	☒	☐
3	Measure and record bypass voltages – All Phases.	☐	☒	☐
4	Measure and record bypass current – All Phases.	☐	☒	☐
5	Measure and record output voltages – All Phases.	☐	☒	☐
6	Measure and record output current – All Phases.	☐	☒	☐
7	Measure and record DC voltages.	☐	☒	☐
8	Measure and record DC currents.	☐	☒	☐
9	Verify that the UPS is Synchronized to the Bypass.	☐	☒	☐
10	Observe Input and Output and note any abnormalities	☐	☒	☐
11	Perform thermal scan on all breakers, and connections looking for signs of over-heating/stress or other thermal unbalances.	☐	☒	☐
12	Compare panel readings and DMM readings +/- 5%.	☐	☒	☐
13	Measure and record logic supply voltages (if applicable/accessible).	☐	☒	☐
14	AC & DC Filter Capacitor Current (if applicable/accessible).	☒	☐	☐
15	Commutation Filter Capacitor Current (if applicable/accessible)	☒	☐	☐
16	Obtain permission from client to place system in Bypass condition (Note: Ensure any Web/SNMP traps are disabled prior to putting unit in Bypass).	☐	☒	☐
17	Follow written/nameplate instructions for putting unit in Bypass.	☐	☒	☐
18	De-energize UPS.	☐	☒	☐
19	Verify unit is de-energized with DMM.	☐	☒	☐
20	Ensure that all filter capacitors are discharged.	☐	☒	☐
21	Check the torque of all components and tighten all power connections inside the unit.	☐	☒	☐
22	Check all control circuit connections for proper seating including all accessible ribbon cables and Molex connections.	☐	☒	☐

23	Inspect AC & DC Caps for swelling and or leakage and record part numbers.	☐	☒	☐
AC/Cap:		DC/Cap:		
24	Vacuum unit and clean interior and exterior.	☐	☒	☐
25	Replace all covers and re-start the unit.	☐	☒	☐
Verify that the unit operates and alarms properly in the following modes:				
26	Normal to Battery	☐	☒	☐
27	Battery to Normal	☐	☒	☐
28	Normal to Static Bypass	☐	☒	☐
29	Static Bypass to Normal	☐	☒	☐
MAJOR UPS PM NOTES:				



Customer:	0	Unit Location:	0	Date:	1/0/1900	
Address:	0	Unit Type:	0	WO#:	0	
City & State:	0	Serial Number:	0	Maintenance Bypass:	0	
Contact Name:	0	Battery MFG:	0	# of Batterie Strings:	0	
		Battery Date:	1/0/1900	Float Voltage:	0	
Contact Phone and or Email:			0	Lead Technician:		0
Service		☐ Installation ☐ Repair ☐ Annual PM ☐ Semi-Annual PM ☐ 10yr PM				
Panel Readings						
Input Readings		Bypass Readings		Output Readings		Temp
A-B Volts	0.0	A-B Volts	0.0	A-B Volts	0.0	Room 0
B-C Volts	0.0	B-C Volts	0.0	B-C Volts	0.0	UPS 0
C-A Volts	0.0	C-A Volts	0.0	C-A Volts	0.0	Battery 0
A-N Volts	0.0	A-N Volts	0.0	A-N Volts	0.0	
B-N Volts	0.0	B-N Volts	0.0	B-N Volts	0.0	
C-N Volts	0.0	C-N Volts	0.0	C-N Volts	0.0	
A Current	0.0	A Current	0.0	A Current	0.0	
B Current	0.0	B Current	0.0	B Current	0.0	
C Current	0.0	C Current	0.0	C Current	0.0	
HZ	0.0	HZ	0.0	HZ	0.0	
Battery Readings						
DC BUS	0.0					
DC Float	0.0					
POS DC	0.0					
NEG DC	0.0					
DC Amp	0.0					
AC Amp	0.0					
PM Notes						
0						



Customer:	0	Unit Location:	0	Date:	1/0/1900
Address:	0	Unit Type:	0	WO#:	0
		Serial Number:	0	Maintenance Bypass:	0
City & State:	0	Battery MFG:	0	# of Batterie Strings:	0
Contact Name:	0	Battery Date:	1/0/1900	Float Voltage:	0

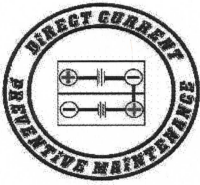
Contact Phone and or Email:	0	Lead Technician:	0
Service	☐ Installation ☐ Repair ☐ Annual PM ☐ Semi_Annual PM ☐ 10yr PM		

Actual Readings

Input Readings		Bypass Readings		Output Readings	
A-B Volts	0.0	A-B Volts	0.0	A-B Volts	0.0
B-C Volts	0.0	B-C Volts	0.0	B-C Volts	0.0
C-A Volts	0.0	C-A Volts	0.0	C-A Volts	0.0
A-N Volts	0.0	A-N Volts	0.0	A-N Volts	0.0
B-N Volts	0.0	B-N Volts	0.0	B-N Volts	0.0
C-N Volts	0.0	C-N Volts	0.0	C-N Volts	0.0
A Current	0.0	A Current	0.0	A Current	0.0
B Current	0.0	B Current	0.0	B Current	0.0
C Current	0.0	C Current	0.0	C Current	0.0
HZ	0.0	HZ	0.0	HZ	0.0
Battery Readings					
DC BUS	0.0				
DC Float	0.0				
POS DC	0.0				
NEG DC	0.0				
AC On DC	0.0				
DC Amp	0.0				
AC Amp	0.0				

PM Notes

0



Customer:	0	Unit Location:	0	Date:	1/0/1900
Address:	0	Unit Type:	0	WO#:	0
		Serial Number:	0	Maintenance Bypass:	0
City & State:	0	Battery MFG:	0	# of Batterie Strings:	0
Contact Name:	0	Battery Date:	1/0/1900	Float Voltage:	0
Contact Phone and or Email:	0		Lead Technician:	0	

Battery PM

Charger/UPS #1 Nameplate Data

Manufacturer	0	Main Input:	0
Model #	0		
Serial #	0	DC Specification	0
Status	☐ Normal ☐ In Alarm ☐ Off		

Charger/UPS #2 Nameplate Data

Manufacturer	0	Main Input:	0
Model #	0		
Serial #	0	DC Specification	0
Status			

Battery Data

Manufacturer	0	Model	0
Battery Type	0	Rack / Cabinet	0
Date Code	1/0/1900	# of Strings	0
Cells Per String	0	Total # of Cells	0

Total Number Of Batteries in One String 0

Battery Readings		Temperature	
DC BUS	0.0	Ambient	0
DC Float	0.0	Pilot Cell	0
POS DC	0.0		
NEG DC	0.0		
AC on DC	0.0		
DC Amp	0.0		
AC Amp	0.0		

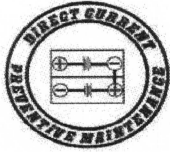
Check List Room

Battery Room:	☒ Eye Wash ☐ Spill Kit ☐ Spill Containment ☐ Shield ☒ Fire Extinguisher
---------------	--

Safety Equip:	☒ Well -Lit ☒ Adequate Egress Path ☐ Halon ☒ Smoke Det ☒ Emerg. Ltg.
---------------	---

Appearance:	☒ Clean ☐ Dirty ☐ Batteries were cleaned
-------------	--

Ventilation:	☒ Climate Controlled ☐ Ventilated-No AC ☐ None		
Check List Battery			
Rack / Cabinet:	☒ Clean ☐ Dirty ☐ Corrosion ☐ Other		
Electrolyte Levels:	☐ High ☐ Med. High ☐ Medium ☐ Med. Low ☐ Low ☒ N/A - VRLA		
Water Added (Cell #):			
Flame Arrestors:	☐ All Present ☐ Broken ☒ N/A - VRLA		
Replace:			
Vent Caps:	☐ All Present ☐ Broken ☒ N/A - VRLA		
Replace:			
Connections:	☒ Good ☐ Monitor ☐ Repair		
Replace:			
Cracks / Leaks:	☒ None at this time ☐ Jar Top ☐ Post Seal Gassing ☐ Vent Cap Gassing		
Cell #:			
Corrosion:	☒ None at this time ☐ Heavy ☐ Minor		
Spotting:			
Actions taken:	☐ Cleaned and neutralized ☐ Cleaned and advise clean up with new hardware		
Sediment:	☐ Normal ☐ Heavy ☒ N/A - VRLA		
Color:			
Cell #:			
Plate Condition:	☐ Normal ☒ N/A - VRLA		
Sulfation:	☐ None at this time	☐ Detected	Cells:
Cracked:	☐ None at this time	☐ Detected	Cells:
Warped:	☐ None at this time	☐ Detected	Cells:
Cu. Contamination:	☐ None at this time	☐ Detected	Cells:
Shedding	☐ None at this time	☐ Detected	Cells:
PM Notes			
0			



Customer:	0	Unit Location:	0	Date:	1/0/1900	
Address:	0	Unit Type:	0	WO#:	0	
City & State:	0	Serial Number:	0	Maintenance Bypass:	0	
Contact Name:	0	Battery MFG:	0	# of Batterie Strings:	0	
		Battery Date:	1/0/1900	Float Voltage:	0	
Contact Phone and or Email:	0		Lead Technician:	0		
Battery Avg. Voltage	0.00	String 1				
Lowest Battery Voltage	0.00					
Highest Battery Voltage	0.00					
		Avg. Battery Ohmic Value		0.00		
Cell #	Cell Voltage	Internal Ohmic Value	Specific Gravity	Temperature		
1	0.000	0.000	N/A	0		
2	0.000	0.000	N/A	0		
3	0.000	0.000	N/A	0		
4	0.000	0.000	N/A	0		
5	0.000	0.000	N/A	0		
6	0.000	0.000	N/A	0		
7	0.000	0.000	N/A	0		
8	0.000	0.000	N/A	0		
9	0.000	0.000	N/A	0		
10	0.000	0.000	N/A	0		
11	0.000	0.000	N/A	0		
12	0.000	0.000	N/A	0		
13	0.000	0.000	N/A	0		
14	0.000	0.000	N/A	0		
15	0.000	0.000	N/A	0		
16	0.000	0.000	N/A	0		
17	0.000	0.000	N/A	0		
18	0.000	0.000	N/A	0		
19	0.000	0.000	N/A	0		
20	0.000	0.000	N/A	0		
21	0.000	0.000	N/A	0		
22	0.000	0.000	N/A	0		
23	0.000	0.000	N/A	0		
24	0.000	0.000	N/A	0		
25	0.000	0.000	N/A	0		
26	0.000	0.000	N/A	0		
27	0.000	0.000	N/A	0		
28	0.000	0.000	N/A	0		
29	0.000	0.000	N/A	0		
30	0.000	0.000	N/A	0		
31	0.000	0.000	N/A	0		
32	0.000	0.000	N/A	0		
33	0.000	0.000	N/A	0		
34	0.000	0.000	N/A	0		
35	0.000	0.000	N/A	0		
36	0.000	0.000	N/A	0		
37	0.000	0.000	N/A	0		
38	0.000	0.000	N/A	0		
39	0.000	0.000	N/A	0		
40	0.000	0.000	N/A	0		

VENDOR TO INSERT SUPPORT AND MAINTENANCE PLAN HERE

At DCPM, we recognize the critical importance of seamlessly integrating our services within dynamic and sensitive environments. Our approach is centered around several key principles:

1. Collaborative Partnership: We believe in fostering strong partnerships with our customers. Through open communication and collaboration, we ensure alignment with project goals and priorities while also respecting the operational needs and constraints of our customers.
2. Adherence to Regulatory Standards: Compliance with regulatory standards and guidelines is paramount in our approach. Our firm maintains a comprehensive understanding of relevant regulations, including those set forth by IEEE, and ensures strict adherence throughout all phases of the project.
3. Minimized Disruption: We recognize the importance of minimizing disruption to ongoing operations during critical power projects. Our team employs meticulous planning and scheduling strategies to mitigate disruptions, including off-hours work and phased construction approaches, to ensure continuity of care and minimal impact on our customers.
4. Quality Assurance: Delivering high-quality outcomes is at the forefront of our approach. We implement rigorous quality assurance protocols, including standard MOPs and JSAs, and quality control measures to uphold the highest standards of craftsmanship and performance.

On-Site Service Plan:

Prior to arriving on site DCPM will coordinate with Brazoria County Sheriff's Offices to schedule days and times to be at each site to perform the UPS annual maintenance. DCPM will also ensure that any required procedures such as MOP's will be done and agreed to prior to any site visit.

Once on site DCPM will proceed with the Annual Maintenance of the UPS and Battery system. Annual Maintenance is to include all aspects of the Semi-Annual and Annual PM SOW, which includes Visual Inspection, Operational Testing, Checking Connections, Taking Measurements using Calibrated Meters, and Through Cleaning of the Unit Inside and Out.

After the PM's are completed DCPM will put together a comprehensive report for Brazoria County.

Attached below is the SOW for the UPS and Batteries.

UPS – PM Scope of Work (SOW)

A Semi-Annual (Minor) inspection will include a check and record of the following:

Pre-Inspection Interview / Assessment:

- Review system performance and observations by site personnel to determine if any abnormal operations or conditions have occurred
- If possible, review the alarm history and record the time stamp and alarm for the last six events
- Does the site have an Operation's Manual for each unit
- Does the site have System Schematics and Site One-Line diagram
- Does the site have posted "Start-Up & Shut-Down" procedures
- Are the Input and Output Breakers labeled properly (e.g., Fed from Panel X...)
- Record all nameplate data: Model#, Serial #, Input & Output ratings etc.

Maintenance Bypass:

- Does the system have a "wrap around" Maintenance Bypass Switch (MBS)
- Verify if the MBS is "make before break" and labeled properly
- Record all breaker labels and position

Visual:

- Measure and record ambient temperature and verify the room has proper ventilation
- Verify panel lamps and indicators are operational
- Verify panel meters/displays are operational – record any alarms or abnormalities
- Verify cleanliness of USP air filters (if applicable) – clean/replace as needed
- Record air filter sizes and quantities
- Verify all fans are running normally and are not abnormally noisy
- Record UPS nameplate data
- Verify that the Emergency Power Off (EPO) switch has a protective cover (if applicable)

Measurements (From Panel Meters / Displays):

- Verify and record Input and Output voltages – All Phases
- Verify and record Input and Output Current – All Phases
- Verify and record Bypass Voltage – All Phases
- Verify and record Input, Output, and Bypass Frequency
- Verify and record DC Bus Voltage and Current
- Verify that the UPS is Synchronized to the Bypass

UPS – PM Scope of Work (SOW)

An Annual (Major) inspection will include the "Minor" checks as well as the following:

Note: The UPS unit will be required to be placed in "Maintenance Bypass" during the "Annual PM" unless refused by the customer

Measurements (Actual Readings):

- Measure and record Input and Output voltages – All Phases
- Measure and record Input and Output Current – All Phases
- Measure and record Bypass Voltage – All Phases
- Measure and record Input, Output, and Bypass Frequency
- Measure and record DC Bus Voltage and Current
- Measure and record DC Bus AC Ripple Voltage and Current
- Verify that the UPS is Synchronized to the Bypass
- Observe Input and Output and note any abnormalities
- Compare panel readings and DMM readings to verify the accuracy of panel readings
- Perform a thermal scan on all breakers, connections, and components, looking for signs of over-heating/stress or other thermal unbalances
- Measure and record logic supply voltages (if applicable/accessible)
- AC & DC Filter Capacitor Current (if applicable/accessible)
- Commutation Filter Capacitor Current (if applicable/accessible)

Maintenance Bypass:

- Obtain permission from the client to place the system in Bypass condition (Note: Ensure any Web/SNMP traps are disabled before putting the unit in Bypass)
- Follow written/nameplate instructions for putting the unit in Bypass
- De-energize UPS

Manual:

- Verify unit is de-energized with DMM
- Ensure that all filter capacitors are discharged
- Check the torque of all components and tighten all power connections inside the unit
- Check all control circuit connections for proper seating, including all accessible ribbon cables and Molex connections
- Inspect AC & DC Caps for swelling and or leakage
- Vacuum unit and clean interior and exterior
- Replace Air Filters
- Replace all covers and re-start the unit

Testing:

- Verify that the unit operates and alarms appropriately in the following modes:
 - Normal to Battery
 - Battery to Normal
 - Normal to Static Bypass
 - Static Bypass to Normal

Batteries:

- See appropriate Battery PM Scope (attached)

VRLA (Valve Regulated Lead Acid) Battery – PM Scope of Work (SOW)

Quarterly – A quarterly inspection will include a check and record of the following:

- Measure and record the "overall" string voltage at the battery terminals
- Measure and record battery string float current
- Record charger output voltage and current
- Measure and record ambient temperature
- Measure and record the AC ripple voltage and current imposed on the battery string
- Measure and record POS to Ground and NEG to Ground voltages, checking for any unintentional battery grounds
- Measure and record the voltage of each cell or unit
- Measure and record the "ohmic value" (resistance/conductance/impedance) of each cell or unit
- Measure and record the temperature of the negative terminal of each cell/unit
- Perform a visual inspection of each cell or unit for:
 - Evidence of corrosion at terminals, connections, racks, or cabinets
 - Cleanliness of the battery, rack, cabinet, and battery area
 - Cracks in cell or unit or leakage of electrolyte
 - Excessive jar/cover distortion
- Verify battery monitor (if installed) is working properly
- Verify properly operating ventilation
- Verify that proper battery room safety equipment is operational (PPE, Eye Wash, Spill Kit, Fire Extinguisher, etc.)

Annual – At least once/year, the "quarterly" schedule will be augmented to include:

- Measure and record the inter-cell connection resistance of each cell or unit

VENDOR REFERENCES

Provide references for the services under consideration. Preference is to contracts similar in scope as stated in the RFP.

1. Name of government or agency: Kinetik
Address: 303 Veterans Airpark Ln Ste.200, Midland, TX 79705
Contact Name: Dane Anderson
Phone Number: 660-988-7069
\$ amount of project / contract: \$100,000 plus
Contract / Project dates: 2022-Present Ongoing Maintenance

2. Name of government or agency: University Health
Address: 4502 Medical Drive, San Antonio, TX 78229
Contact Name: Wade Phillips
Phone Number: 850-691-7517
\$ amount of project / contract: \$100,000 plus
Contract / Project dates: June 1, 2024 - May 31, 2027

3. Name of government or agency: TECO
Address: 1615 Braeswood Blvd., Houston, TX 77030
Contact Name: Jeffery Thorn
Phone Number: 832-707-7943
\$ amount of project / contract: \$10,000
Contract / Project dates: 2023-Present Ongoing Maintenance

4. Name of government or agency: Smurfit Westrock
Address: 100 Mill St., Hodge, LA 71247
Contact Name: Tony Hay
Phone Number: 615-630-9330
\$ amount of project / contract: \$60,000
Contract / Project dates: 2021-Present Ongoing Maintenance

5. Name of government or agency: Austin Energy
Address: Austin, TX
Contact Name: Vaheeda Mohamed
Phone Number: vaheeda.mohammed@austinenergy.com
\$ amount of project / contract: \$3,500,000
Contract / Project dates: 2023-2027

**VENDOR TO INSERT EXCEPTIONS TO
STANDARD TERMS & CONDITIONS & SPECIAL
REQUIREMENTS HERE (IF APPLICABLE)**

✓ Company **does not** have exceptions *(If applicable, check here)*

Or

 Company does have exceptions *(If applicable, check here and list exceptions here for consideration. Brazoria County will review all exceptions listed and will formally communicate as to if any exceptions are accepted by the County. If exceptions are accepted by the County, they will be added in the form of an addendum.)*

VENDOR TO INSERT EXCEPTIONS HERE

SIGNED ADDENDA (IF APPLICABLE)

VENDOR TO INSERT SIGNED ADDENDA HERE

see following pages

BRAZORIA COUNTY ADDENDUM NUMBER 1

RFP #25-58 Uninterruptible Power Supply (UPS) Support for the Sheriff's Office

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED ITB PACKAGE.

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
2. The new Open/Due Date shall be:

Tuesday, July 29, 2025 @ 11:00AM Local Time

3. The new Clarification /Question Due Date shall be:

Monday, July 14, 2025 by 5:00PM Local Time

4. The Deadline for Addendum to be posted shall be:

Monday, July 21, 2025 by 5:00PM Local Time

5. All other terms and conditions of the RFP# 25-58 are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1282 or bidclarifications@brazoriacountytx.gov.

Direct Current Preventive Maintenance LLC

LEGAL NAME OF CONTRACTING COMPANY

346-253-6796

TELEPHONE NUMBER

N/A

FACSIMILE NUMBER

SIGNATURE

Jeremiah Barnett - Director of Sales

NAME AND TITLE PRINTED

*Addendum approved by:



07/02/2025

Susan P. Serrano, CPPO, CPPB
County Purchasing Director

Date

BRAZORIA COUNTY ADDENDUM NUMBER 2

RFP# 25-58 Uninterruptible Power Supply (UPS) Support for the Sheriff's Office

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP# 25-58 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.

2. The following questions have been submitted for clarification:

- 2.1 Vendor Question: "What is the model & KVA of each UPS?"

Brazoria County Answer: Liebert APS AS4 20KVA
Four (4) of the UPSs are Powerware+ 9170 18 KVA
Liebert APS AS5 15 KVA
Symmetra AP9215RM 15kva

- 2.2 Vendor Question: "What is the battery count for each UPS?"

Brazoria County Answer: Four (4) of the UPS's contain six (6) batteries, one (1) contains five (5) and two (2) of them contain three (3) batteries.

- 2.3 Vendor Question: "Can you confirm only one pm is needed per year?"

Brazoria County Answer: Yes, only one PM is needed yearly

- 2.4 Vendor Question: "Can PM's be performed during normal business hours?"

Brazoria County Answer: Yes. The PMs can be performed Monday-Friday 8 a.m. to 5 p.m.

- 2.5 Vendor Question: "Do you have model numbers and battery configurations for each system?"

Brazoria County Answer: Liebert APS AS4- 5 batteries
4 of the UPSs are Powerware+ 9170 – 6 batteries per system
Liebert APS AS5 – 3 batteries
Symmetra AP9215RM- 3 batteries

- 2.6 Vendor Question: "Are these 1ph or 3ph systems?"

Brazoria County Answer: 1ph

- 2.7 Vendor Question: "Are you are looking to purchase Factory support services (highest level of support) or is third party support acceptable? Note: Third party support may have limitations on parts and technician availability, right when you need them."

Brazoria County Answer: Third party is acceptable

2.8 Vendor Question: "Can we get the battery model numbers and quantity needed?"

Brazoria County Answer: Please see question 2.5 above.

2.9 Vendor Question: "Can you please provide the serial number from the UPS frame?"

Brazoria County Answer: Not at this time

2.10 Vendor Question: "Would you have any technical specifications that would allow us to form a solution?"

Brazoria County Answer: Not at this time

2.11 Vendor Question: "On-Site Support Plan under section 2.2 All Replacement parts needed for the repair work please provide Model number for each UPS and UPS age. Are we to keep a full spare parts kit on hand for each unit and build that into the price? If so please provide maintenance records with this indicating any repairs and when they were done (some parts may be obsolete, hard to find or the UPS has reached its end of useful life at which point repairs won't be made and recommendation to replace will be made). Or are after the PM are we to note repairs needed in the report and send repair quote or recommendation to replace unit with the report?"

Brazoria County Answer: Yes, vendors are expected to keep commonly required replacements parts on hand to minimize downtime and expedite repairs. The cost of maintaining an appropriate parts inventory should be included in the overall pricing. Please note the following:

- A full spare part kit for each individual unit is not required; however, vendors should maintain a reasonable stock of parts based on the models and repair history provided after award.
- A list of UPS model numbers, their respective ages, and available maintenance records will be provided upon award of during contract initiation to help determine parts needs.
- If parts are obsolete or the unit is deemed beyond its useful life, this should be clearly documented in your service report, along with a formal recommendation to replace the unit if awarded.
- After each Preventative Maintenance visit, a detailed report should be submitted indemnifying any components that require repairs or replacement. For repairs outside of stocked parts, a separate quote or replacement recommendation should be submitted with the report.

Please ensure that your proposal reflects this expectation in terms of cost, logistics, and service planning.

2.12 Vendor Question: "Under section 2.3 replacement batteries, including failed and full string upon determination by awarded vendor please provide model number for each UPS batteries, quantity per system and date code. Are we to keep full string replacement batteries on hand and build that into the price? If so, when were the full string batteries last replaced in the UPS and provide report showing the full string replacement and date not just individual cells. Or after the PM are we to note that batteries have reached the end of life and send a replacement quote along with the report?"

Brazoria County Answer: At this time, we are unsure when the last full battery string replacement was performed. Typically, only individual batteries or modules are replaced as they fail, rather than the entire string.

- 2.13 Vendor Question: "On the Attachment A – Bid Table for the On-site Service Plan do you want an hourly rate for these cells or do you want an anticipated cost for repairs for all units? If you want anticipated cost for repairs to all units, please provide service records showing any repairs made to each unit and battery replacements and when these were done so an accurate quote can be provided."

Brazoria County Answer: Hourly rate is acceptable

- 2.14 Vendor Question: "On the Attachment A – Bid Table for Preventative Maintenance Plan what are we to quote? Annual maintenance only – UPS and battery? Semi-annual and annual maintenance – UPS and battery? Quarterly maintenance – UPS and battery? Semi-annual and annual maintenance – UPS, and quarterly maintenance – battery?"

Brazoria County Answer: Annual Maintenance for UPS and Battery

- 2.15 Vendor Question: "Given the age of these units, I recommend considering an upgrade to newer UPS models. It the customer is open to this, I'd be happy to suggest some updated options that would better meet the current needs".

Brazoria County Answer: At this time the Sheriff's Office is only interested in continuing with an annual service and maintenance plan.

- 2.16 Vendor Question: "The make and serial #of the UPS units was provided in Attachment A; Please also provide the UPS Model and KVA (size) of each UPS unit.

Brazoria County Answer: Not all of the model numbers are visible without removing the battery packs. Please refer to question 2.5 above and then see below to answer the question to the best of our ability.

ASY-0529- quantity 24, there are six (6) batteries each

SYBT5- Three (3) for the AP9215RM

- 2.17 Vendor Question: "If possible, please provide battery make /model and quantity for each UPS.

Brazoria County Answer: Please refer to question 2.5 above.

- 2.18 Vendor Question: "If battery replacement is needed, is the batteries and labor billable work?

Brazoria County Answer: No, the service work should be included in the maintenance agreement.

- 2.19 Vendor Question: "Are you able to provide the kVA sizes for the UPS listed in the contract?"

Brazoria County Answer: Please see questions 2.16 above.

- 2.20 Vendor Question: "Please verify if a bond will be required or not".

Brazoria County Answer: Bonds are not required.

- 2.21 Vendor Question: "I noticed the kVA sizes are missing on the attached bid table, are you able to share those?"

Brazoria County Answer: Please see question 2.16 above.

2.22 Vendor Question: "Also, I'm not seeing specifically how many PM visits you are wanting per year. Shall I assume one annual visit during normal hours?"

Brazoria County Answer: Yes. Please see question 2.4 above.

3. All other terms and conditions of the RFP are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

Direct Current Preventitive Maintenance LLC

LEGAL NAME OF CONTRACTING COMPANY

346-253-6796

TELEPHONE NUMBER

N/A

FACSIMILE NUMBER

SIGNATURE

Jeremiah Barnett - Director of Sales

NAME AND TITLE PRINTED

*Addendum approved by:



Susan P. Serrano, CPPO, CPPB
County Purchasing Director

7/11/2025

Date

EXHIBIT C – AGREEMENTS

EXHIBIT C – THE FOLOWING ADDITIONAL REQUIREMENTS ARE TO BE SUBMITTED WITH YOUR RFP RESPONSE:

- SERVICE AND MAINTENANCE AGREEMENTS

AGREEMENTS

VENDOR TO INSERT ANY SERVICE OR MAINTENANCE AGREEMENTS THAT WILL NEED TO BE SIGNED AS A RESULT OF THIS CONTRACT

None Required

25-58 Attachment A - Bid Table

On-Site Service Plan and Preventative Maintenance for locations below

Location	1 year Plan	2 Year	3 Year	4 Year	5 Year
Brazoria County Sheriff's Office, 1567 CR 348, Brazoria, TX 77422	Price	Plan Price	Plan Price	Plan Price	Plan Price
Unit: BL451T00001 (Eaton)					
On-Site Service Plan	225 /hr	225 /hr	225 /hr	225 /hr	225 /hr
Preventive Maintenance Plan	1200	1200	1200	1200	1200

Location	1 year Plan	2 Year	3 Year	4 Year	5 Year
Brazoria County Sheriff's Office, 3602 CR 45, Angleton, TX 77515	Price	Plan Price	Plan Price	Plan Price	Plan Price
Unit: S/N BH241T0009 (Eaton)					
Unit: S/N BH294T0001 (Eaton)					
Unit: S/N BC293T0025 (Eaton)					
Unit: SNQD2105110775 (APC)					
On-Site Service Plan	225 /hr	225 /hr	225 /hr	225 /hr	225 /hr
Preventive Maintenance Plan	3600	3600	3600	3600	3600

Location	1 year Plan	2 Year	3 Year	4 Year	5 Year
Brazoria County Sheriff's Office, 1341 Highland Park Rd. Clute, TX 77541	Price	Plan Price	Plan Price	Plan Price	Plan Price
Unit: S/N BM496T0003 (Easton)					
On-site Service Plan	225 /hr	225 /hr	225 /hr	225 /hr	225 /hr
Preventive Maintenance Plan	1200	1200	1200	1200	1200

Location	1 year Plan	2 Year	3 Year	4 Year	5 Year
Brazoria County Sheriff's Office, 7315 Corporate Dr, Manvel, TX 77578	Price	Plan Price	Plan Price	Plan Price	Plan Price
Unit: S/N 2323300101AU073 (Liebert)					
On-site Service Plan	225 /hr	225 /hr	225 /hr	225 /hr	225 /hr
Preventive Maintenance Plan	1200	1200	1200	1200	1200

	1 year Plan	2 Year	3 Year	4 Year	5 Year
	Price	Plan Price	Plan Price	Plan Price	Plan Price
COMBINED TOTAL PRICE ALL LOCATIONS	7200	7200	7200	7200	7200



**BRAZORIA COUNTY
PURCHASING DEPARTMENT
237 E. LOCUST STREET, SUITE 406
ANGLETON, TEXAS 77515
TEL: 979-864-1825 FAX: 979-864-1034**

**BRAZORIA COUNTY
REQUEST FOR PROPOSAL COVER SHEET**

The REQUEST FOR PROPOSAL (RFP) and accompanying documents are for your convenience in submitting an offer for the referenced products and/or services for BRAZORIA COUNTY.

“RFP #25-58 UNINTERRUPTIBLE POWER SUPPLY (UPS) SUPPORT FOR THE SHERIFF'S OFFICE”

TUESDAY, JULY 22, 2025 at 11:00 A.M. LOCAL TIME

Sealed Hard Copy or Electronic offers shall be received no later than:

***PROPOSAL OPENING WILL BE AVAILABLE VIA ZOOM. MEETING LINK IS AVAILABLE ON THE PROJECT DETAILS PAGE IN BONFIRE UNDER “IMPORTANT EVENTS”. BONFIRE LINK:**

<https://brazoriacounty.bonfirehub.com/portal/?tab=login>

IF SUBMITTING AN ELECTRONIC SEALED OFFER:

PREFERRED METHOD IS USING THE “BONFIRE” ELECTRONIC BIDDING PLATFORM.

USE LINK, <https://brazoriacounty.bonfirehub.com/portal/?tab=login>,

CLICK THE HELP BUTTON PROVIDED IN THE BONFIRE WEBSITE AS NEEDED.

IF SUBMITTING A HARD COPY SEALED OFFER:

THE PHYSICAL ADDRESS FOR COURIERS, HAND DELIVERIES AND THE US POSTAL SERVICE IS:

SUSAN SERRANO, CPPO, CPPB
PURCHASING DIRECTOR
BRAZORIA COUNTY COURTHOUSE CAMPUS ADMINISTRATION BUILDING
237 E. LOCUST STREET, SUITE 406
ANGLETON, TEXAS 77515

PLEASE USE THE RETURN LABEL PROVIDED WITH THIS SOLICITATION:

*****Please note: US Postal Service mailing address***

The U.S. mail may not deliver to the physical address shown above. Respondents who prefer to use the U.S. mail may submit their offers using the U.S. Postal Service mailing address shown above.

However, packages delivered by the U.S. Postal Service to the Brazoria County mailing address are subject to delays that may cause a response to be rejected due to missing a solicitation receipt deadline.

Responses delivered to the mailing address are routed through the County mailroom and may not reach the required location in time for the bid / offer opening.

Respondents using the U.S. mail should take this possible delay into account when using the U.S. mail.

BRAZORIA COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any “No Offer” response, any requirement of this RFP which may have influenced your decision to “No Offer”. If your response to this RFP is a “No Offer” response, please complete the Statement of No Offer in this RFP package and submit.

Any prospective respondent desiring any explanation or interpretation of the solicitation must make a written request online through Bonfire electronic platform or email the project facilitator as shown in Section “Questions Due Date (for Clarifications)”, which must be received by the Purchasing Department at least five (5) business days prior to the scheduled time for the offer opening. Any information given to a prospective respondent concerning this solicitation will be furnished promptly to all other known prospective respondents as a written amendment/addendum to the solicitation. Brazoria County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Respondent’s responsibility to verify the issuance of Addenda in regard to this Offer. All Addenda shall be submitted to all known respondents and shall be posted on the Bonfire electronic bidding platform at <https://brazoriacounty.bonfirehub.com/portal/?tab=login>. Brazoria County shall not be responsible for failed internet connections or power interruptions.

All required Offer documents shown on the Table of Contents, including any Addenda Receipt Forms which may have been issued, must be submitted in the Bonfire electronic bidding platform or a sealed envelope included in a hard copy submittal, marked with the bidder’s company name, the Offer name, number and due date.



SUSAN SERRANO, CPPO, CPPB
Purchasing Director
Brazoria County Courthouse Campus Administration Building
237 E. Locust Street, Suite 406
Angleton, Texas 77515

Published Dates:

Wednesday, June 25, 2025
Wednesday, July 02, 2025

BRAZORIA COUNTY CONTRACT SHEET

THE STATE OF TEXAS COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the _____ day of _____, 2025, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Commissioners' Court, and _____ (hereinafter designated Vendor / Contractor).

(company name)

WITNESSETH:

The Vendor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for RFP #25-58 UNINTERRUPTIBLE POWER SUPPLY (UPS) SUPPORT FOR THE SHERIFF'S OFFICE as stated in the Request for Proposal Table of Contents hereto attached and made a part hereof, together with the bond (when required), vendor's response and negotiated pricing, shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

The order of precedence shall be:

- Brazoria County RFP #25-58 UNINTERRUPTIBLE POWER SUPPLY (UPS) SUPPORT FOR THE SHERIFF'S OFFICE
- Vendor's submittal to the above listed RFP and the final accepted pricing

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this _____ day of _____ 2025.

By: _____
County Judge Signature

By: _____
Printed Name

By: _____
Signature of Vendor

By: _____
Printed Name and Title

SIGNATURE REQUIRED BY
VENDOR UPON AWARD

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

RFP #25-58 UNINTERRUPTIBLE POWER SUPPLY (UPS) SUPPORT FOR THE SHERIFF'S OFFICE

All documents included in this Table of Contents represent components which comprise this bid/offer package and subsequent awarded executed contract. The documents shown in Exhibit A and Exhibit B are required to be submitted in your bid/offer package. ***It is the respondent's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the requirements before you return your bid/offer packet.***

The "Exhibit A - Required Forms" and "Exhibit B – Additional Requirements" below are required to be uploaded into the Bonfire electronic procurement portal system or included with your hard copy submittal in one (1) large sealed envelope or box with the Brazoria County Return Label affixed.

FAILURE TO RETURN THE FOLLOWING FORMS MAY DEEM YOUR PROPOSAL AS NON-RESPONSIVE.

EXHIBIT A – REQUIRED DOCUMENTS

- RESPONDENT CERTIFICATION FORM
- BIDDER/RESPONDENT'S AFFIRMATION & SDNs/BLOCKED PERSONS AFFIRMATION
- WORKERS COMPENSATION REQUIREMENTS
- CERTIFICATION REGARDING LOBBYING FORM
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS *(if applicable)* (If vendor has any exceptions to the RFP terms & conditions or special requirements, they must be included with the RFP submittal in order to be considered)
- NON COLLUSION AFFIDAVIT
- CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ *(if applicable)*
- EMERGENCY CONTACT INFORMATION
- TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM
- PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM *(Vendor to sign form if applicable to telecommunications)*
- AUTHORIZED NEGOTIATOR
- RESIDENT / NONRESIDENT BIDDER PROVISIONS
- VENDOR DATA SHEET & W-9 FORM

EXHIBIT B – VENDOR'S RESPONSE

- BID TABLE
- VENDOR RESPONSE TO EVALUATION CRITERIA
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS *(if applicable)* (If vendor has any exceptions to the RFP terms & conditions or special requirements, they must be included with the RFP submittal in order to be considered)
- SIGNED ADDENDA *(if applicable)*

Attachments to the RFP:

- Exhibit A – Required Documents
- Exhibit B – Vendor's Response
- Attachment A – Bid Table
- Exhibit C – Agreements

BRAZORIA COUNTY SPECIFICATIONS / SCOPE OF WORK

RFP #25-58 UNINTERRUPTIBLE POWER SUPPLY (UPS) SUPPORT FOR THE SHERIFF'S OFFICE

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 SCOPE

This project will provide UPS support for Brazoria County Sheriff's Office at several different locations throughout the county. The sites and equipment are listed on Attachment A – Bid Table. The county is requesting your proposal to include an On-Site Service Support Plan as well as a Preventative Maintenance Support Plan.

2.0 ON SITE SERVICE SUPPORT PLAN

This plan requires that a trained technician will respond onsite to repair any UPS problems. Coverage shall include the following, at a minimum.

- 2.1 Labor, mileage, travel and shipping
- 2.2 All replacement parts needed for the repair work
- 2.3 Replacement batteries, including failed and full string upon determination by awarded vendor
- 2.4 Seven (7) days a week, twenty-four (24) hours a day telephone technical support hotline
- 2.5 Next day response
- 2.6 History file maintained on the system

3.0 PREVENTIVE MAINTENANCE SUPPORT PLAN

This plan will include all on-site labor, mileage, and expenses to complete the preventive maintenance and /or make repairs of UPS issues found. Coverage shall include the following at minimum:

- 3.1 Check of unit wiring
- 3.2 Visual inspection of internal subassembly and major components
- 3.3 Check of mechanical connections
- 3.4 Check fan operation
- 3.5 Clean foreign material from unit interior
- 3.6 Check operations of alarm circuits
- 3.7 Verification of system software parameters
- 3.8 Calibration of unit to manufacturer specifications
- 3.9 Verification of bypass/static switch
- 3.10 Performance of battery and inverter diagnostics
- 3.11 Verification of charger operation
- 3.12 Performance of any necessary field engineering modifications
- 3.13 Return of unit to normal operation with customer loads
- 3.14 History file maintained on the system.

4.0 ADDITIONAL REQUIREMENTS

Vendors are to include in Exhibit C – Agreements, any agreements such as service agreements and maintenance agreements that the county will need to review should your company be awarded the contract.

BRAZORIA COUNTY

INSTRUCTIONS TO RESPONDENTS

RFP #25-58 UNINTERRUPTIBLE POWER SUPPLY (UPS) SUPPORT FOR THE SHERIFF'S OFFICE

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 THE CONTRACT:

The Contract consists of all documents included in this Request for Proposal Number 25-58, as well as addenda issued prior to execution of the Contract and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may only be amended or modified under the terms of this Contract. Brazoria County may make partial or complete awards to one or more vendors (if applicable) whichever is in the best interest of the County.

2.0 PROJECT DESCRIPTION

Brazoria County is seeking proposals for Uninterruptible Power Supplies (UPS) On-Site Service and Preventative Maintenance Support for the Sheriff's Office.

3.0 ESTIMATED PROJECT TIMELINE *(dates may be subject to change)*

Step One –

Publicly advertised (1st Notice)	Wednesday June 25, 2025
Publicly advertised (2nd Notice)	Wednesday, July 02, 2025
Deadline for Questions (Clarifications) Submitted	Monday, July 07, 2025
Deadline for Addendum to be posted in Bonfire	Monday, July 14, 2025

Response Open/Due date by 11:00 a.m. C.S.T. Tuesday, July 22, 2025

Step Two – Interviews *(if applicable to project)*

TBT

Interviews with short-listed candidates
Selection committee recommendation

Negotiations *(if applicable to project)*

Enter into negotiations with highest ranked firm

Award - Contract approval by Commissioner's Court Tuesday, August 26, 2025

4.0 QUESTIONS DUE DATE (FOR CLARIFICATIONS)

Any prospective respondent desiring any explanation or interpretation of the proposal must make a written request which must be received by the Purchasing Department on or before Monday, July 07, 2025. The request must be emailed to bidclarifications@brazoriacountytx.gov. Emails must include the project name and number in the subject field.

All responses to questions or clarification requests will be answered in the form of an addendum after the question deadline and no later than 5 business days prior to the opening/closing date of the solicitation.

5.0 PRE-OFFER MEETING

There is no pre-offer meeting schedule for this project.

6.0 PROPOSAL REQUIREMENTS

The proposal includes instructions to respondents, specifications and contract documents. It is the responsibility of each Respondent before submitting a proposal to examine the contract documents thoroughly.

RFP SUBMISSIONS MAY BE PROVIDED IN ONE OF TWO WAYS, AS EXPLAINED BELOW:

If submitting an RFP Electronic Document Submission (using the Bonfire electronic platform)

Respondent shall fill out and upload the “Exhibit A Required Forms” and “Exhibit B Additional Requirements” into the Bonfire electronic platform. An authorized representative of the company **MUST** sign all required forms. See “Exhibit A Required Forms” for instructions on signing electronically.

If submitting an RFP Hard Copy Document Submission

One (1) original hard copy shall be submitted, which will consist of “Exhibit A Required Forms” and “Exhibit B Additional Requirements”.

The hard copy submission shall be sealed in an envelope or box for delivery to the Brazoria County Purchasing Director per instructions herein. All documents included in the response and the outside of the envelope and/or box must be labeled with the vendor name and the RFP number. A Return Label is also provided in this solicitation.

7.0 CONTRACT AWARD / EVALUATION PROCESS

An evaluation committee will examine all responses to this Request for Proposals. Responses that do not conform to the instructions given or that do not address all the questions and services specified may be eliminated from consideration. Brazoria County, however, reserves the right to accept such a response if it is determined to be in the County’s best interest to do so.

Brazoria County may initiate discussions with respondents. Additional information will be accepted during this period from respondents who responded to the original request. Respondents may NOT initiate discussions. Brazoria County expects to conduct discussions with respondent personnel authorized to enter into contractual obligations.

Brazoria County shall rank responses in accordance with the Evaluation Criteria and will review proposal content and its conformance to requirements. Following an initial evaluation, the evaluation team may recommend award without further discussion with one or more respondents or may conduct discussions and interviews with top-ranked responsible respondent(s).

During the discussion / interview and negotiations, the evaluation team may allow the respondent(s) to submit a best and final offer. Final offers shall be evaluated on the same criteria used in the first evaluation.

The award of the contract shall be made to the responsible respondent whose proposal is determined to be the lowest and best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in this request for proposal.

“Lowest and best” means an offer providing the best value for the County considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale.

Brazoria County is not bound to accept the lowest priced proposal if that proposal is judged not to provide the best value for the County.

Proposals will be opened publicly to identify the names of the respondents. Other contents of the proposals will not be disclosed prior to award or rejection by Brazoria County.

Brazoria County reserves the right to reject any and all proposals and is not obligated to award a contract pursuant to this request for proposal.

7.1 Financial Statements

If your company is either short listed or deemed the highest ranked, you may be required to submit your current and prior 2 years financial statements for review. This ensures Brazoria County that your company, if awarded, has the financial capacity to perform its obligations under for the entirety of the contract.

Failure to provide financial statements may deem your submission as non-responsive.

8.0 EVALUATION CRITERIA

The criteria used to evaluate the proposals shall be:

Price - Price submitted in offer	30 points
Qualifications- Provide qualifications and experience your company has with similar projects	30 points
Support Plan / Maintenance Plan – Provide a narrative and details of On-site Service Support Plan and Preventative Maintenance Plan	30 points
References- Provide a minimum of five (5) references for similar services to local government agencies and/or other entities within the last five (5) year.	10 points

Bonus Scoring (15 point scale)

8.1 **Bonus Points-Interview (If requested by evaluation committee)**

Your score may be adjusted up to a maximum of 15 points-total overall possible evaluation points=15

8.1.1 Response to Questions & Answers (0-10 points)

8.1.2 Interview preparedness & adherence to interview (0-5 points)

9.0 CONTRACT TERM

Award of Contract shall begin upon acceptance of Contract and shall continue for twelve (12) months.

Further, Brazoria County reserves the right to renew the Contract every twelve (12) months for four (4) renewal periods. Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.

10.0 PROJECT MANAGER

Matthew Foley
Brazoria County Sheriff's Office

The County will maintain oversight to ensure that contractors perform in accordance with the terms, conditions and specifications of the contract.

11.0 INCLEMENT WEATHER FOR HARD COPY SUBMITTALS:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a proposal submission deadline, the closing will automatically be postponed until the next business day the County is open and at the time shown on the Cover Sheet.

If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

12.0 INSURANCE REQUIREMENTS

Vendor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof for the duration of the project. Certificates shall indicate name of Vendor, name of insurance company, policy number, term of coverage and limits of coverage.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Vendor.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Vendor shall require that any and all subcontractors that are not protected under the Vendor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Vendor and provide written proof of such insurance to Vendor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Vendor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

In the event that the insurance is renewed during the duration of the contract, Vendor shall furnish certificate of insurance to the County evidencing renewal of policy within 30 days of renewal. Vendor shall provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder shall not commence work under this contract until it has obtained all insurance required herein and provided written proof as required herein.

WAIVER OF SUBROGATION:

All policies of insurance shall waive all rights of subrogation against Brazoria County, its officers, employees and agents.

ADDITIONALLY INSURED:

Further, on vendor's certificate of insurance supplied to Brazoria County, Brazoria County shall be listed as additionally insured with the exception of workers compensation insurance. The certificate holder shall be as follows:

Brazoria County
237 E. Locust Street, Suite 401
Angleton, TX 77515

13.0 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB's)

Historically Underutilized Businesses (HUB's) are encouraged to participate in the bid/RFP processes. Although Brazoria County does not certify HUB vendors, Brazoria County recognizes the certifications of other governmental entities. If you are certified by a government entity, please upload the certificate with your response electronically in the Bonfire electronic platform or include a hard copy of your certificate in your submittal.

14.0 SYSTEM FOR AWARD MANAGEMENT (SAM)

The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds.

Prior to award, Brazoria County will check www.sam.gov, the System for Award Management (SAM), to ensure that the proposed vendor has not been debarred. Vendor shall provide their Unique Entity ID number to Brazoria County in order to check www.sam.gov for debarment. If you do not have a Unique Entity ID number, you can request a number for free by visiting <https://sam.gov/content/entity-registration>. For additional information about the change from DUNS to Unique Entity ID visit <https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entity-id-is-here>. Brazoria County is unable to conduct business with vendors who have been debarred.

15.0 AWARD LETTER / NOTICE TO PROCEED

After the award has been made in Commissioner's Court, an award letter will be sent to the vendor with information on how to submit any required documentation needed to finalize the award. Once all required bonds, insurance, and other applicable forms have been submitted to the Purchasing Department, the Project Manager will contact the awarded vendor and set up the project kick-off meeting, if applicable.

16.0 DISCLOSURE OF CERTAIN RELATIONSHIP

Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006.

A person commits an offense if the person knowingly violations Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available

at: <http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>

Texas Local Government Code Chapter 176 can be found

here: <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>

Questionnaire Form CIQ is included in this bid/offer.

By submitting a response to this request, the vendor or person represents compliance with the requirements of Texas Local Government Code chapter 176. If required, completed forms should be sent with your proposal, as well as to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

17.0 CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission.

Form 1295 and definitions are included in this bid/offer for your information.

All responding vendors may access a video from the Texas Ethics Commission which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at <http://brazoriacountytx.gov/departments/purchasing/doing-business>.

18.0 BACKGROUND CHECKS AND NON-DISCLOSURE AGREEMENTS:

It is the policy of the County that contractor employees and subcontractors that will complete work in sensitive areas on Brazoria County property be subject to a criminal background check. The County reserves the right to determine a sensitive area and the appropriateness of a criminal background check for any contractor employee or subcontractor.

Non-Disclosure Agreements (NDA) may also be required by Brazoria County. NDAs will be provided to contractor employees and any subcontractors by the Purchasing Department and must be signed and returned in a time frame determined by Purchasing Department

19.0 ADDITIONAL REQUIREMENTS, FEDERAL

19.1 Remedies

“If the bidder/vendor fails to comply with the terms and conditions of this Agreement, Brazoria County may take one or more of the following actions, as appropriate to the circumstance:

- (a) Temporarily withhold payments pending the bidder/vendor commencing in good-faith corrective action to cure the deficiency;
- (b) Permanently withhold payments; and/or
- (c) Take any and all other remedies that may be legally available.

19.2 Access to Records and Record Retention

“Retention of Records. The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the FEMA or applicable Federal Administrator, Brazoria County, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.”

Access to Records. The following access to records requirements apply to this contract:

- 1) The contractor agrees to provide Brazoria County, any State or Federal Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 1) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 2) The contractor agrees to provide any State or Federal Agency, Brazoria County, the Comptroller General of the United States, or any of their authorized representatives or their authorized representatives access to construction or other work sites pertaining to the work being completed under this contract.

19.3 Debarment and Suspension

“Suspension and Debarment

- (1) The contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by Brazoria County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Texas Department of Emergency Management and Brazoria County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

19.4 Procurement of Recovered Materials (Solid Waste Disposal Act) (2 CFR 200.323):

Application:

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www3.epa.gov/epawaste/conservation/tools/cpg/index.htm>

The list of EPA-designate items is available at

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

19.5 Domestic Preferences for Procurements (2 CFR 200.322)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

19.6 DHS Seal, Logo and Flags

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA or Federal Administrator preapproval."

19.7 Compliance with Federal Law, Regulations, and Executive Orders

"This is an acknowledgement that FEMA (or applicable Federal Administrator) financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA (or applicable Federal Administrator) , policies, procedures, and directives."

19.8 No Obligation by Federal Government

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

19.9 Program Fraud and False or Fraudulent Statements or Related Acts

"The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

19.10 Termination for Cause and Convenience

Termination with Cause:

“Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, Brazoria County may terminate this Agreement. Nevertheless, Brazoria County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

Termination Without Cause:

This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days’ prior written notice.

19.11 Energy Efficiency

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201)

19.12 Equal Opportunity

Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60- 1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41

C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

b. Key Definitions.

1) Federally Assisted Construction Contract. The regulation at 41 C.F.R.

§ 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

§ 60–1.4 Equal opportunity clause.

Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

19.13 Davis-Bacon Act and Copeland Anti-Kickback Act

(i) All [laborers](#) and mechanics [employed](#) or working upon [the site of the work](#) (or under the [United States Housing Act of 1937](#) or under the [Housing Act of 1949](#) in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the [Secretary](#) of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of [wages](#) and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the [wage determination](#) of the [Secretary](#) of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such [laborers](#) and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the [Davis-Bacon Act](#) on behalf of [laborers](#) or mechanics are considered [wages](#) paid to such [laborers](#) or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(iv\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such [laborers](#) and mechanics shall be paid the appropriate wage rate and fringe benefits on the [wage determination](#) for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). [Laborers](#) or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the [employer's](#) payroll records accurately set forth the time spent in each classification in which work is performed. The [wage determination](#) (including any additional classification and wage rates conformed under [paragraph \(a\)\(1\)\(ii\)](#) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at [the site of the work](#) in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The [contracting officer](#) shall require that any class of [laborers](#) or mechanics, including helpers, which is not listed in the [wage determination](#) and which is to be [employed](#) under the [contract](#) shall be classified in conformance with the [wage determination](#). The [contracting officer](#) shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the [wage determination](#); and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the [wage determination](#).

(B) If the contractor and the [laborers](#) and mechanics to be [employed](#) in the classification (if known), or their representatives, and the [contracting officer](#) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the [contracting officer](#) to the [Administrator](#) of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The [Administrator](#), or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the [contracting officer](#) or will notify the [contracting officer](#) within the 30-day period that additional time is necessary.

(C) In the event the contractor, the [laborers](#) or mechanics to be [employed](#) in the classification or their representatives, and the [contracting officer](#) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the [contracting officer](#) shall refer the questions, including the views of all interested parties and the recommendation of the [contracting officer](#), to the [Administrator](#) for determination. The [Administrator](#), or an authorized representative, will issue a determination within 30 days of receipt and so advise the [contracting officer](#) or will notify the [contracting officer](#) within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this [contract](#) from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the [contract](#) for a class of [laborers](#) or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as [stated](#) in the [wage determination](#) or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the [wages](#) of any [laborer](#) or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the [Secretary](#) of Labor has found, upon the written request of the contractor, that the applicable standards of the [Davis-Bacon Act](#) have been met. The [Secretary](#) of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of [Federal Agency](#) or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this [contract](#) or any other Federal [contract](#) with the same prime contractor, or any other federally-assisted [contract](#) subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay [laborers](#) and mechanics, including [apprentices](#), trainees, and helpers, [employed](#) by the contractor or any subcontractor the full amount of [wages](#) required by the [contract](#). In the event of failure to pay any [laborer](#) or mechanic, including any [apprentice](#), [trainee](#), or helper, [employed](#) or working on the [site of the work](#) (or under the [United States Housing Act of 1937](#) or under the [Housing Act of 1949](#) in the construction or development of the project), all or part of the [wages](#) required by the [contract](#), the (Agency) may, after written notice to the contractor, [sponsor](#), applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all [laborers](#) and mechanics working at [the site of the work](#) (or under the [United States Housing Act of 1937](#), or under the [Housing Act of 1949](#), in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of [wages](#) paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the [Davis-Bacon Act](#)), daily and weekly number of hours worked, deductions made and actual [wages](#) paid. Whenever the [Secretary](#) of Labor has found under [29 CFR 5.5\(a\)\(1\)\(iv\)](#) that the [wages](#) of any [laborer](#) or mechanic include the amount of any costs reasonably anticipated in providing

benefits under a plan or program described in section 1(b)(2)(B) of the [Davis-Bacon Act](#), the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the [laborers](#) or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing [apprentices](#) or [trainees](#) under approved programs shall maintain written evidence of the registration of [apprenticeship programs](#) and certification of [trainee](#) programs, the registration of the [apprentices](#) and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any [contract](#) work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the [agency](#) is a party to the [contract](#), but if the [agency](#) is not such a party, the contractor will submit the payrolls to the applicant, [sponsor](#), or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under [29 CFR 5.5\(a\)\(3\)\(i\)](#), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each [employee](#) (e.g., the last four digits of the [employee's](#) social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the [agency](#) is a party to the [contract](#), but if the [agency](#) is not such a party, the contractor will submit them to the applicant, [sponsor](#), or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the [sponsoring](#) government [agency](#) (or the applicant, [sponsor](#), or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons [employed](#) under the [contract](#) and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, [29 CFR part 5](#), the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, [29 CFR part 5](#), and that such information is correct and complete;

(2) That each [laborer](#) or mechanic (including each helper, [apprentice](#), and trainee) [employed](#) on the [contract](#) during the payroll period has been paid the full weekly [wages](#) earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full [wages](#) earned, other than permissible deductions as set forth in Regulations, [29 CFR part 3](#);

(3) That each [laborer](#) or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable [wage determination](#) incorporated into the [contract](#).

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by [paragraph \(a\)\(3\)\(ii\)\(B\)](#) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and [section 231](#) of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under [paragraph \(a\)\(3\)\(i\)](#) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview [employees](#) during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the [Federal agency](#) may, after written notice to the contractor, [sponsor](#), applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to [29 CFR 5.12](#).

(4) Apprentices and trainees -

(i) Apprentices. [Apprentices](#) will be permitted to work at less than the predetermined rate for the work they performed when they are [employed](#) pursuant to and individually registered in a bona fide [apprenticeship program](#) registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, [Employer](#) and Labor Services, or with a [State Apprenticeship Agency](#) recognized by the Office, or if a person is [employed](#) in his or her

first 90 days of probationary employment as an [apprentice](#) in such an [apprenticeship program](#), who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, [Employer](#) and Labor Services or a [State Apprenticeship Agency](#) (where appropriate) to be eligible for probationary employment as an [apprentice](#). The allowable ratio of [apprentices](#) to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an [apprentice](#) wage rate, who is not registered or otherwise [employed](#) as [stated](#) above, shall be paid not less than the applicable wage rate on the [wage determination](#) for the classification of work actually performed. In addition, any [apprentice](#) performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the [wage determination](#) for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every [apprentice](#) must be paid at not less than the rate specified in the registered program for the [apprentice's](#) level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable [wage determination](#). [Apprentices](#) shall be paid fringe benefits in accordance with the provisions of the [apprenticeship program](#). If the [apprenticeship program](#) does not specify fringe benefits, [apprentices](#) must be paid the full amount of fringe benefits listed on the [wage determination](#) for the applicable classification. If the [Administrator](#) determines that a different practice prevails for the applicable [apprentice](#) classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, [Employer](#) and Labor Services, or a [State Apprenticeship Agency](#) recognized by the Office, withdraws approval of an [apprenticeship program](#), the contractor will no longer be permitted to utilize [apprentices](#) at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in [29 CFR 5.16](#), [trainees](#) will not be permitted to work at less than the predetermined rate for the work performed unless they are [employed](#) pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of [trainees](#) to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every [trainee](#) must be paid at not less than the rate specified in the approved program for the [trainee's](#) level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable [wage determination](#). [Trainees](#) shall be paid fringe benefits in accordance with the provisions of the [trainee](#) program. If the [trainee](#) program does not mention fringe benefits, [trainees](#) shall be paid the full amount of fringe benefits listed on the [wage determination](#) unless the [Administrator](#) of the Wage and Hour Division determines that there is an [apprenticeship program](#) associated with the corresponding journeyman wage rate on the [wage determination](#) which provides for less than full fringe benefits for [apprentices](#). Any [employee](#) listed on the payroll at a [trainee](#) rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the [wage determination](#) for the classification of work actually performed. In addition, any [trainee](#) performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the [wage determination](#) for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize [trainees](#) at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of [apprentices](#), [trainees](#) and journeymen under this part shall be in conformity with the equal employment opportunity requirements of [Executive Order 11246](#), as amended, and [29 CFR part 30](#).

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this [contract](#).

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in [29 CFR 5.5\(a\)\(1\)](#) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the [contract](#) clauses in [29 CFR 5.5](#).

(7) Contract termination: debarment. A breach of the [contract](#) clauses in [29 CFR 5.5](#) may be grounds for termination of the [contract](#), and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1, 3, and 5](#) are herein incorporated by reference in this [contract](#).

(9) Disputes concerning labor standards. Disputes arising out of the [labor standards](#) provisions of this [contract](#) shall not be subject to the general disputes clause of this [contract](#). Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting [agency](#), the U.S. Department of Labor, or the [employees](#) or their representatives.

(10) Certification of eligibility.

(i) By entering into this [contract](#), the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the [Davis-Bacon Act](#) or [29 CFR 5.12\(a\)\(1\)](#).

(ii) No part of this [contract](#) shall be subcontracted to any person or firm ineligible for award of a Government [contract](#) by virtue of section 3(a) of the [Davis-Bacon Act](#) or [29 CFR 5.12\(a\)\(1\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. [Criminal Code, 18 U.S.C. 1001](#).

19.14 “Compliance with the Copeland “Anti-Kickback” Act

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as any State and or Federal Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

19.15 Rights to Inventions Made Under a Contract or Agreement

Application:

a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

b. State or Federal award meets the definition of “funding agreement” under 37 C.F.R.

§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by 7
FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

BRAZORIA COUNTY BID TABLE SUBMITTAL INSTRUCTIONS

RFP #25-58 UNINTERRUPTIBLE POWER SUPPLY (UPS) SUPPORT FOR THE SHERIFF'S OFFICE

Please follow the instructions found in Item 1.0 if you are submitting your bid electronically using Bonfire electronic bidding platform

1.0 ONLINE OFFER SUBMISSION (*PREFERRED METHOD OF SUBMISSION*)

RESPONDENTS ARE TO DOWNLOAD AND FILL OUT THE ONLINE BID TABLE FROM BONFIRE AND THEN UPLOAD THE COMPLETED TABLE INTO BONFIRE TO BE INCLUDED WITH THEIR ONLINE PROPOSAL SUBMISSION.

Please follow the instructions found in Item 2.0 if you are submitting a sealed hard copy proposal

2.0 HARD COPY PROPOSAL SUBMISSION

RESPONDENTS ARE TO INCLUDE WITH THEIR SEALED HARD COPY PROPOSAL, A PRINTED COPY OF ATTACHMENT A BID TABLE.

GENERAL: Brazoria County reserves the right to accept or reject any or all bids and waive all technicalities.
All delivered items should be priced – FOB Destination Full Freight Allowed. Brazoria County will not pay for any additional transportation and/or shipping charges.

BRAZORIA COUNTY STATEMENT OF NO OFFER

RFP #25-58 UNINTERRUPTIBLE POWER SUPPLY (UPS) SUPPORT FOR THE SHERIFF'S OFFICE

If Respondent is not submitting on the goods and/or services as stated in this RFP, please download and complete this form.

Mail the form to:

Brazoria County Administration Building, Purchasing Department, 237 E. Locust Street, Suite 406, Angleton, Texas 77515.

Or email to: aerickson@brazoriacountytx.gov

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

The above has declined to submit a response for the following reason(s) [please check all that apply]:

- ☐ Specifications too "restrictive", i.e., goods offered by our company do not meet stated specifications.
- ☐ Specifications unclear (please explain below).
- ☐ We do not offer this commodity and/or service or an equivalent.
- ☐ Insufficient time to respond to the RFP.
- ☐ Our schedule would not permit us to perform.
- ☐ Cannot meet insurance requirements.

Remarks: _____

BRAZORIA COUNTY STANDARD TERMS AND CONDITIONS

1. **FUNDING:** Funds for payment have been provided through the Brazoria County budget approved by the Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure 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 Brazoria County fiscal year shall be subject to budget approval.
2. **DELIVERY:** Items ordered from this offer may require delivery to various locations throughout Brazoria County, as specified in this offer or at time of order. All delivery and freight charges (F.O.B. Brazoria County designated location) are to be included in the offer price except as noted herein.
3. **AWARD OF CONTRACT:** Brazoria County reserves the right to reject any or all offers, and to select any part or parts thereof without accepting the entire offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Brazoria County may purchase through the source that provides the best value to the County. The successful Respondent will be notified of award as promptly as a thorough analysis of offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply payment and performance bonds and certificate of insurance as may be required herein.
 - 3.1 Brazoria County hereby notifies Respondents that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003) Brazoria County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this Contract may be terminated and payment withheld if awarded Respondent becomes indebted to the County during the term of the Contract.
4. **EQUAL EMPLOYMENT:** All contracts will be awarded by Brazoria County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
5. **CONTRACT:** The Contract consists of the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, all well as all other documents included in the Request for Proposal Number 25-58 as stated in the Request for Proposal Package Checklist, and any drawings and other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. No invoices will be paid prior to acceptance of Contract by Brazoria County. No different or additional terms will become a part of this Contract, except as agreed upon by all parties hereto.
6. **INTERLOCAL PARTICIPATION:** It is hereby made a precondition of any offer for a Contract for supplies or services and a part of these specifications, that the submission of any offer in response to this request constitutes an offer made under the same conditions, for the same price, and for the same effective period as this offer, to any other governmental entity having an interlocal agreement with Brazoria County.
 - 6.1 It is further understood, that any other governmental entity that elects to use a Brazoria County semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.
7. **DEFAULT OF RESPONDENT:** If successful respondent defaults by failing to supply payment and performance bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next respondent who provides the best value to Brazoria County upon the approval of Commissioners' Court.
 - 7.1 Respondent, in submitting this offer, agrees that Brazoria County shall not be liable for damages in the event that the County declares the respondent in default.
8. **ADDENDA:** Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazoria County Purchasing Director. Addenda will be mailed to all that are known to have received a copy of the offer package and/or Contract. Respondents shall acknowledge receipt of all addenda.
9. **SALES TAX:** Brazoria County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

- 10. ETHICAL CONDUCT:** The respondent shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or Director of Brazoria County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.
- 10.1** The Respondent affirms that the only person or parties interested in this offer as principals are those named herein, and that this offer is made without collusion with any other person, firm, or corporation.
- 11. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
- 1) Have adequate financial resources, or the ability to obtain such resources as required;
 - 2) Be able to comply with the required or proposed delivery schedule;
 - 3) Have a satisfactory record of performance;
 - 4) Have a satisfactory record of integrity and ethics;
 - 5) Be otherwise qualified and eligible to receive an award.
- 11.1** Brazoria County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.
- 12. REFERENCES:** During an analysis of all offers, Brazoria County may request Respondent to supply a list of three (3) references to which like services or materials have been supplied by Respondent. If requested, references should include name of firm, address, telephone number and name of representative.
- 13. INSURANCE:** Prior to acceptance of contract by Brazoria County, the successful Respondent must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.
- 14. SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 15. INDEMNIFICATION:** The successful Respondent (herein after referred to as Contractor), shall defend, indemnify, and save harmless Brazoria County and all its officers, Directors, officials, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree; or of any Director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.
- 15.1** Further, Contractor indemnifies and will indemnify and save harmless Brazoria County from liability, claim or demand on their part, their Directors, servants, customers, employees, subcontractors, or any employees or agents of subcontractors, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Brazoria County growing out of such injury or damages.
- 15.2** Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.
- 16. THIRD PARTY BENEFICIARY CLAUSE:** It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.
- 17. PURCHASE ORDERS REQUIRED:** All orders for materials or work must be authenticated by a purchase order issued by the Brazoria County Purchasing Department. Invoices not bearing a purchase order number will not be paid.

18. TESTING: All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the County Purchasing Director, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Brazoria County. The County reserves the right to immediately terminate any Contract found not to be in compliance with governing specifications as a result of testing by the County.

19. WAGES: Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.

20. TERMINATION OF CONTRACT:

Termination with Cause:

“Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, Brazoria County may terminate this Agreement. Nevertheless, Brazoria County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

Termination Without Cause:

This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days’ prior written notice.

21. DELIVERY OF NOTICES: Any notice provided by this Contract (or required by law) to be given to the Contractor by Brazoria County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Angleton, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

22. DELIVERY TICKETS: Delivery tickets shall accompany each order shipped, and shall show Contractor’s name and address, delivery location, Brazoria County purchase order number and descriptive information as to item and quantity delivered.

23. HAZARDOUS SUBSTANCES: State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.

24. PAYMENT: Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Texas Government Code chapter 2251. Contractor is required to pay subcontractors within ten (10) days.

25. CONTRACTOR’S LIABILITY: The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, including the Contractor’s agents, employees, subcontractors, and any employees or agents of subcontractors, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

25.1 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, including the Contractor’s agents, employees, subcontractors, and any employees or agents of subcontractors, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

26. DEFECTIVE MATERIALS: Unless otherwise stated herein, items supplied under this Contract shall be subject to the County’s approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

27. WARRANTY: Contractor shall warrant that all items and services shall conform to the proposed specifications, all warranties as stated in the Uniform Commercial Code, and be free from all defects in material, workmanship and title. Contractor and the

County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor shall provide additional warranty requirements as defined in the Scope of Work attached. Respondents must provide all warranty terms and conditions in response package.

- 28. ASSIGNMENT:** Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Brazoria County.
- 29. GOVERNING LAW:** Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazoria County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. All disputes arising out of this agreement will be resolved in Brazoria County, Texas.

All documents are subject to the Public Information Act requirements.

- 30. DRAWINGS:** All drawings, plans, and specifications are hereby attached and made a part of this Contract.
- 31. RIGHT TO AUDIT:** At any time during the term of this Contract and for a period of four (4) years thereafter, the State of Texas, Brazoria County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful respondent's expense within two (2) weeks of written request.
- 32. BID BOND:** If required by the County, all respondents must submit with bid, a Bid Bond for at least five percent (5%) of the total bid price, if the bid exceeds \$100,000 in Contract price or if the Contract includes construction of public work. Such Bid Bond issued by a surety, acceptable to Brazoria County, authorized to do business in the State of Texas, is a guaranty that the respondent will enter into a contract with Brazoria County (as outlined in the Instructions/Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required.
- 33. PERFORMANCE AND PAYMENT BONDS:** In the event the total accepted proposal price exceeds \$25,000 the successful respondent must provide to the office of the County Purchasing Director, a payment bond, and if the price exceeds \$100,000 the successful respondent must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the respondent. In the event Brazoria County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County.
- 34. APPLICABLE LAW:** All applicable laws and regulations of the State of Texas and ordinances and regulations of Brazoria County shall apply.
- 35. COMPLIANCE WITH APPLICABLE LAWS:** Respondent shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by respondent hereunder or which in any manner affect this Contract.
- 36. FORCE MAJEURE:** Neither the County nor the successful respondent shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.
- 37. SEVERABILITY:** If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.

- 38. QUANTITIES:** Brazoria County requests purchase prices for the items identified in this offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of offer preparation. These quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.
- 38.1** Brazoria County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.
- 39. PURCHASE FROM OTHER SOURCES:** Brazoria County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of Brazoria County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the respondent and such action shall not invalidate in whole or in part this Contract or any rights or remedies Brazoria County may have hereunder.
- 40. AGREEMENT TO NOT BOYCOTT ISRAEL:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not boycott Israel and will not boycott Israel, as defined by Chapter 808 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].
- 41. TEXAS GOVERNMENT CODE 552, SUBCHAPTER J:** Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 42. PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION (2 CFR 200.216):** By agreeing to this purchase order (or if no formal agreement, by providing goods/services) the vendor represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system. Additionally, the vendor represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.
- 43. AGREEMENT TO NOT BOYCOTT ENERGY COMPANIES:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not boycott energy companies and will not boycott energy companies, as defined by Chapter 809 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].
- 44. AGREEMENT TO NOT DISCRIMINATE AGAINST A FIREARM ENTITY OR TRADE ASSOCIATION:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not discriminate against a firearm entity or trade association and will not discriminate against a firearm entity or trade association, as defined by Chapter 2274 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].
- 45. DEBRIEF, PROTEST AND APPEAL PROCUDURES:** Please see page 20 of 48, section D. of the Brazoria County Policy and Procedure Manual which can be found on the Brazoria County Purchasing Department's "Doing Business" webpage, <https://www.brazoriacountytx.gov/departments/purchasing/doing-business>.
- 46. DISCLOSURE OF INTERESTED PARTIES FORM 1295:** A person or business, who enters into a contract with the County, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. A contract entered into by a governmental entity is voidable for failure to provide the disclosure of interested parties if the entity submits written notice to the business entity of the failure to submit the form and the business entity has not provided the form on, or before, the 10th business day after the business entity receives written notice to submit the Form 1295. **This form is not required unless there is a contract between the vendor and the Brazoria County. Do not submit this form unless you receive an award letter from the County.**

BRAZORIA COUNTY SPECIAL REQUIREMENTS

RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede other requirements where applicable.

General

The requirements set forth below are intended to outline the basic operating parameters and procedures required to provide goods and/or services to Brazoria County as described herein. It is not the intention to describe every item required. In the performance of this Contract, the successful respondent represents it is familiar with the condition under which Brazoria County operates and represents that it has the resources, knowledge and skills to properly support the County's needs consistent with these special conditions and the Contract documents.

The County reserves the right to modify this Contract and Scope of Work as necessary to develop and maintain specifications / statement of work that meets the County's needs. Such modifications shall be mutually agreed upon and shall be incorporated into this Contract as an addendum. Brazoria County shall not be responsible for any additional charge that is not stated in this Contract or mutually agreed to prior to such work or service is performed and/or invoiced.

The Specifications/Statement of Work provided in this package is to be used as a guide in developing an offer to this RFP. The information contained herein is not intended to be restrictive and the County will consider alternate offers submitted by respondent. Alternate offers shall be clearly marked with the proposed alternates and or exceptions to the Specifications/Statement of Work and shall include all pricing/cost advantages if applicable. Respondents are expected to include any additional requirements that may have been inadvertently left out of the attached Specifications/Statement of Work.

All offers inclusive of pricing shall remain firm for acceptance for a period of ninety (90) days from opening date unless otherwise specified by Brazoria County.

Prices offered shall reflect the full Specifications/Statement of Work as defined per the RFP documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Respondent must include all incidental costs in his pricing. Brazoria County will not provide or allow for parking or travel reimbursements for the respondent's employees. Respondent's offices, administration and/or place of business will not be on Brazoria County premises and will be the respondent's responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to Brazoria County, resulting from this Request for Proposal, shall be and remain employees of the Contractor, not Brazoria County. It is understood and agreed that the respondent is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the respondent's employees and or equipment during the course of the Contract.

Respondents may be requested to provide presentations, such presentations may develop into negotiating sessions with the successful respondent as selected by the evaluation committee. If Brazoria County and respondent are unable to agree to Contract terms, Brazoria County reserves the right to terminate Contract negotiations with that respondent and enter into negotiations with another respondent.

No award or acquisition can be made until Commissioners Court approves such action.

Brazoria County will not be obligated to the respondent for goods and/or services until completion of a signed Contract as approved by Commissioners Court.

Submission of an offer implies the respondent's acceptance of the evaluation criteria and respondent recognition that subjective judgments must be made by the evaluating committee.

This Request for Proposal in no manner obligates Brazoria County or any of its agencies to the eventual purchase of any goods and/or services described, implied or which may be proposed, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of Brazoria County and may be terminated at any time prior to the signing of a Contract.

Brazoria County will not be liable for any costs incurred by the respondent in preparing a response to this RFP. Brazoria County makes no guarantee that any goods and/or services will be purchased as a result of this request for proposal, and reserves the right to

reject any and all offers. All offers and their accompanying documentation will become the property of Brazoria County. All offers shall be open to negotiation.

All documents will be held by the County and are NOT subject to public view until an award is made. When an award is made, offers are subject to review under the "Public Information Act". To the extent permitted by law, respondents may request in writing non-disclosure of confidential data. Such data shall accompany the offer, be readily separable from the offer and shall be CLEARLY MARKED "CONFIDENTIAL".

All correspondence relating to this RFP, from advertisement to award shall be sent to the Brazoria County Purchasing Department. All presentations and/or meetings between Brazoria County and the respondent relating to this RFP shall be coordinated by the Brazoria County Purchasing Department. Deviations from this requirement may cause the cancellation of this RFP process and/or disqualification of respondent's proposal.

All information provided to respondent for the purpose of submitting a proposal in response to this RFP is confidential, and is and will remain, the property of Brazoria County and will not be used by respondent for any other purposes.

The respondent is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at respondent's risk.

The use of liquid paper is **NOT** acceptable and may result in the disqualification of RFP. If an error is made, bidder **MUST** draw a line through the error and initial each change.

Exceptions

Respondent Terms & Conditions are subject to the review and approval of Brazoria County. In the event of conflicting Terms & Conditions, the terms and conditions contained in the solicitation package shall prevail.

Respondent must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

Public Information Act

All responses to this solicitation are in their entirety, subject to the Public Information Act. Brazoria County will respond to open records requests in accordance to law by providing all requested response information unless respondent (respondent) has specifically identified, in the response package, any section or part respondent deems confidential and/or proprietary. Respondent must note and identify such information on the page where such information appears in the same manner as other exceptions.

Late Offer - Electronic Submissions

Once the project closes in Bonfire, Respondents are not able to upload a finalized submission electronically.

Late Offer – Hard Copy Submissions

Hard Copy proposals received in the office of the County Purchasing Director after submission deadline will be considered void and unacceptable. Brazoria County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the County Purchasing Director shall be the official time of receipt.

Altering Submissions - Electronic

If an error is made after your proposal submission is finalized, click [HERE](#) for instructions. Bonfire allows for respondents to make alterations or amendments and re-submit their submissions before the project closes.

Altering Submissions – Hard Copy

Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid/offer, guaranteeing authenticity.

Substitutions to Offer

Brazoria County reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the County.

Withdrawal of Offer

An offer may not be withdrawn or canceled by the respondent without the permission of Brazoria County for a period of ninety (90) days following the date designated for the receipt of bids/offers, and respondent so agrees upon submittal of their bid/offer.

Descriptions

Any reference to model and/or make/manufacture used in bid/offer specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids/Offer on items of like quality will be considered. Offer must provide hardware specifications where hardware is offered.

Terms of Payment

Terms of payment shall be net thirty (30) days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be offered. Invoices for installed equipment and software will not be paid prior to complete acceptance by Brazoria County unless otherwise specified. If installation of equipment and software is delayed, the County reserves the right (without extra expense or penalty) to delay a portion of the payment until equipment is installed and functioning properly.

Pricing / Delivery

All items should be priced – FOB Destination Full Freight Allowed, inside delivery. Brazoria County will not pay for any additional transportation and/or shipping charges.

No charges may be billed to the County unless such costs were explicitly included in the proposal. Respondent will incur any costs not explicitly included in the proposal and/or mutually agreed to in writing by the Brazoria County Purchasing Department.

Reduction in Price: If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Brazoria County.

Price Increase: Requests for price adjustments must be solely for the purpose of accommodating an increase in the vendor's cost. A request for a pricing increase will be reviewed by Purchasing Department using the Producer Price Index (PPI) and/or Consumer Price Index (CPI) and any other research available to determine market conditions favorable to the increase. If market conditions dictate an increase to an awarded vendor's cost, the awarded vendor may submit a request to increase pricing no later than thirty (30) days after receiving notice of the County's intent to renew the contract. Requests will only be considered at the time of renewal with written approval from the County. Additionally, the vendor must de-escalate pricing on a previously escalated item, if the decrease is appropriate, due to market conditions.

The request must be in writing and substantiated with supporting documentation (i.e., increase in manufacturers direct cost, etc.). The request shall be addressed to the County Purchasing Director, 237 E. Locust, Suite 406, Angleton, Texas 77515. The request may also be emailed to the Contract Specialist listed in the solicitation. The awarded vendor's past history of honoring contracts at the bid/offer price will be an important consideration in the determination of requested price increase. Brazoria County reserves the right to accept or reject any/all of the requests for price adjustments as it deems to be in the best interest of the County. If rejected, either party may terminate the contract in accordance with the termination provisions of the contract.

Personnel

Successful respondent agrees at all times to maintain an adequate staff of experienced and qualified full time employees to ensure efficient performance under this Agreement. No part-time, subcontract, or third party personnel may perform services hereunder without the prior written consent of the Brazoria County Purchasing Department.

Successful respondent agrees that at all times its employees will perform required services in a professional and workmanlike manner in accordance with good industry practices.

Brazoria County may, at any time, request the removal and replacement of any of successful respondent's employees and the successful respondent will duly consider such request.

Legal Documents

Respondent must submit with its proposal any agreements for services, etc. which may be required by their organization to enter into a Contract with Brazoria County. These agreements must be completed, executed by respondent's authorized representative and submitted with the returned proposal, and are subject to review and amendment by the Brazoria County Attorney's Office, and to approval by Commissioners Court. In the event of conflicting terms, the Brazoria County Terms and Conditions, Statement of Work, and attachments shall prevail.

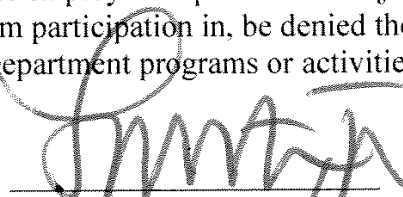
Contract Obligations

This offer, submitted documents and any negotiations, when properly accepted by Brazoria County, shall constitute a Contract equally binding between the successful respondent and Brazoria County. The selected respondent will be considered as the prime Contractor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts.

The respondent's response may be incorporated into any Contract which results from this RFP, therefore, respondents are cautioned not to make claims or statements which they are not prepared to commit to Contractually. Failure by the respondent to meet such claims will result in a requirement that the respondent provide resources necessary to meet submitted claims and/or breach of Contract.

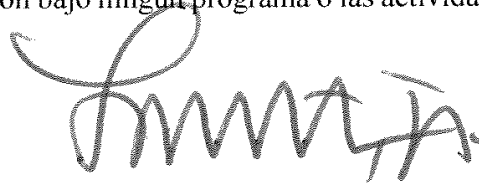
**Title VI and Related Statues
Nondiscrimination Statement**

Brazoria County, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.S. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.


L.M. "MATT" SEBESTA, JR.
COUNTY JUDGE

**Titulo VI y Estatutos Relacionados
Declaration de No Discriminacion**

Brazoria County, como beneficiario de la asistencia financiera federal y según el Título VI de la Ley de Derechos Civiles de 1964 y los estatutos relacionados, asegura que ninguna persona será excluida por motivos de raza, religión (donde el objetivo principal de la ayuda financiera es proporcionar empleo por 42 USS § 2000d-3), color, origen nacional, sexo, edad o discapacidad de participacion en, o negado los beneficios de, ni será sujeto a discriminación bajo ningún programa o las actividades del Departamento.


L.M. "MATT" SEBESTA, JR.
COUNTY JUDGE

BRAZORIA COUNTY INSURANCE REQUIREMENTS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. FOR STANDARD PURCHASES CONTRACTS, THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.
2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
a. Premises and product liability	\$1,000,000
b. Aggregate policy limits	\$1,000,000

3. Comprehensive automobile and truck liability insurance (covering owned, hired and non-owned vehicles):

COVERAGE	PER OCCURRENCE
a. Bodily injury (including death)	\$1,000,000
b. Property damage	\$1,000,000

Insurance certificates and policy endorsements shall include agreements to hold Commissioners Court of Brazoria County and Brazoria County, Texas harmless; i.e., shall include coverage for “Hold Harmless Agreement”.

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of Brazoria County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of Brazoria County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas. Neither approval by Brazoria County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

Certificate Holder information shall be as follows:

Brazoria County
237 E. Locust Street, Suite 401
Angleton, TX 77515

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

TEXAS ETHICS COMMISSION RULES

CHAPTER 46. DISCLOSURE OF INTERESTED PARTIES

§ 46.1. Application

- (a) This chapter applies to section 2252.908 of the Government Code
- (b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:
 - (1) the contract requires an action or vote by the governing body of the entity or agency; or
 - (2) The value of the contract is at least \$1 million.
- (c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:
 - (1) the governing body has legal authority to delegate to its staff the authority to execute the contract
 - (2) The governing body has delegated to its staff the authority to execute the contract; and
 - (3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

§ 46.3. Definitions

- (a) "Contract" means a contract between a governmental entity or state agency and a business entity at the time it is voted on by the governing body or at the time it binds the governmental entity or state agency, whichever is earlier, and includes an amended, extended, or renewed contract.
- (b) "Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.
- (c) "Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.
- (d) "Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.
- (e) "Intermediary," for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - (1) receives compensation from the business entity for the person's participation;
 - (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.
- (f) "Signed" includes any symbol executed or adopted by a person with present intention to authenticate a writing, including an electronic signature.
- (g) "Value" of a contract is based on the amount of consideration received or to be received by the business entity from the governmental entity or state agency under the contract.

§ 46.4. Changes to Contracts (new rule effective January 1, 2017)

(a) Section 2252.908 of the Government Code does not apply to a change made to an existing contract, including an amendment, change order, or extension of a contract, except as provided by subsections (b) or (c) of this section.

(b) Section 2252.908 of the Government Code applies to a change made to an existing contract, including an amendment, change order, or extension of a contract, if a disclosure of interested parties form was not filed for the existing contract; and either:

- (1) the changed contract requires an action or vote by the governing body of the entity or agency;
or
- (2) the value of the changed contract is at least \$1 million.

(c) Section 2252.908 of the Government Code applies to a change made to an existing contract, including an amendment, change order, or extension of a contract, if the business entity submitted a disclosure of interested parties form to the governmental entity or state agency that is a party to the existing contract; and either:

- (1) there is a change to the disclosure of interested parties; or
- (2) the changed contract requires an action or vote by the governing body of the entity or agency;
or
- (3) the value of the changed contract is at least \$1 million greater than the value of the existing contract.

§ 46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

- (1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;
- (2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;
- (3) The name of each interested party and the city, state, and country of the place of business of each interested party;
- (4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the services, goods, or other property used by the governmental entity or state agency provided under the contract; and
- (5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed.

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the governmental entity or state agency receives the disclosure.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

****Note:** . A contract entered into by a governmental entity is voidable for failure to provide the disclosure of interested parties if the entity submits written notice to the business entity of the failure to submit the form and the business entity has not provided the form on, or before, the 10th business day after the business entity receives written notice to submit the Form 1295.

Boycott Verification

This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose
2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - (B) does business with a company described by Paragraph (A).
3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

I, _____ (Person name), the undersigned representative of (Company or Business Name) _____ (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above,

- (A) does not boycott Israel currently;
- (B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
- (C) does not boycott energy companies currently;
- (D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
- (E) does not boycott a firearm entity of firearm trade association currently; and
- (F) will not boycott a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

**BRAZORIA COUNTY
RETURN LABEL**

**USE THIS LABEL ONLY IF YOU ARE SUBMITTING A HARD
COPY PROPOSAL SUBMISSION**

<u>SEALED REQUEST FOR PROPOSAL (RFP)</u>	
RFP#:	25-58
OPENING DATE:	TUESDAY, JULY 22, 2025
OPENING TIME:	11:00 A.M. LOCAL TIME
RFP DESCRIPTION:	UNINTERRUPTIBLE POWER SUPPLY (UPS) SUPPORT FOR THE SHERIFF'S OFFICE
RETURN OFFER TO:	PHYSICAL ADDRESS: COUNTY PURCHASING DIRECTOR BRAZORIA COUNTY PURCHASING 237 E. LOCUST STREET, SUITE 406 ANGLETON, TEXAS 77515

DATED MATERIAL – DELIVER IMMEDIATELY

**PLEASE CUT OUT AND AFFIX THE RFP LABEL ABOVE TO THE OUTER
MOST ENVELOPE OF YOUR RESPONSE TO HELP ENSURE PROPER
DELIVERY!**

*******LATE RFP's CANNOT BE ACCEPTED*******

BRAZORIA COUNTY ADDENDUM NUMBER 1

RFP #25-58 Uninterruptible Power Supply (UPS) Support for the Sheriff's Office

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED ITB PACKAGE.

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
2. The new Open/Due Date shall be:

Tuesday, July 29, 2025 @ 11:00AM Local Time

3. The new Clarification /Question Due Date shall be:

Monday, July 14, 2025 by 5:00PM Local Time

4. The Deadline for Addendum to be posted shall be:

Monday, July 21, 2025 by 5:00PM Local Time

5. All other terms and conditions of the RFP# 25-58 are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1282 or bidclarifications@brazoriacountytx.gov.

LEGAL NAME OF CONTRACTING COMPANY

TELEPHONE NUMBER

FACSIMILE NUMBER

SIGNATURE

NAME AND TITLE PRINTED

*Addendum approved by:



07/02/2025

Susan P. Serrano, CPPO, CPPB
County Purchasing Director

Date

BRAZORIA COUNTY ADDENDUM NUMBER 2

RFP# 25-58 Uninterruptible Power Supply (UPS) Support for the Sheriff's Office

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP# 25-58 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.

2. The following questions have been submitted for clarification:

- 2.1 Vendor Question: "What is the model & KVA of each UPS?"

Brazoria County Answer: Liebert APS AS4 20KVA
Four (4) of the UPSs are Powerware+ 9170 18 KVA
Liebert APS AS5 15 KVA
Symmetra AP9215RM 15kva

- 2.2 Vendor Question: "What is the battery count for each UPS?"

Brazoria County Answer: Four (4) of the UPS's contain six (6) batteries, one (1) contains five (5) and two (2) of them contain three (3) batteries.

- 2.3 Vendor Question: "Can you confirm only one pm is needed per year?"

Brazoria County Answer: Yes, only one PM is needed yearly

- 2.4 Vendor Question: "Can PM's be performed during normal business hours?"

Brazoria County Answer: Yes. The PMs can be performed Monday-Friday 8 a.m. to 5 p.m.

- 2.5 Vendor Question: "Do you have model numbers and battery configurations for each system?"

Brazoria County Answer: Liebert APS AS4- 5 batteries
4 of the UPSs are Powerware+ 9170 – 6 batteries per system
Liebert APS AS5 – 3 batteries
Symmetra AP9215RM- 3 batteries

- 2.6 Vendor Question: "Are these 1ph or 3ph systems?"

Brazoria County Answer: 1ph

- 2.7 Vendor Question: "Are you are looking to purchase Factory support services (highest level of support) or is third party support acceptable? Note: Third party support may have limitations on parts and technician availability, right when you need them."

Brazoria County Answer: Third party is acceptable

2.8 Vendor Question: “Can we get the battery model numbers and quantity needed?”

Brazoria County Answer: Please see question 2.5 above.

2.9 Vendor Question: “Can you please provide the serial number from the UPS frame?”

Brazoria County Answer: Not at this time

2.10 Vendor Question: “Would you have any technical specifications that would allow us to form a solution?”

Brazoria County Answer: Not at this time

2.11 Vendor Question: “On-Site Support Plan under section 2.2 All Replacement parts needed for the repair work please provide Model number for each UPS and UPS age. Are we to keep a full spare parts kit on hand for each unit and build that into the price? If so please provide maintenance records with this indicating any repairs and when they were done (some parts may be obsolete, hard to find or the UPS has reached its end of useful life at which point repairs won’t be made and recommendation to replace will be made). Or are after the PM are we to note repairs needed in the report and send repair quote or recommendation to replace unit with the report?”

Brazoria County Answer: Yes, vendors are expected to keep commonly required replacements parts on hand to minimize downtime and expedite repairs. The cost of maintaining an appropriate parts inventory should be included in the overall pricing. Please note the following:

- A full spare part kit for each individual unit is not required; however, vendors should maintain a reasonable stock of parts based on the models and repair history provided after award.
- A list of UPS model numbers, their respective ages, and available maintenance records will be provided upon award of during contract initiation to help determine parts needs.
- If parts are obsolete or the unit is deemed beyond its useful life, this should be clearly documented in your service report, along with a formal recommendation to replace the unit if awarded.
- After each Preventative Maintenance visit, a detailed report should be submitted indemnifying any components that require repairs or replacement. For repairs outside of stocked parts, a separate quote or replacement recommendation should be submitted with the report.

Please ensure that your proposal reflects this expectation in terms of cost, logistics, and service planning.

2.12 Vendor Question: “Under section 2.3 replacement batteries, including failed and full string upon determination by awarded vendor please provide model number for each UPS batteries, quantity per system and date code. Are we to keep full string replacement batteries on hand and build that into the price? If so, when were the full string batteries last replaced in the UPS and provide report showing the full string replacement and date not just individual cells. Or after the PM are we to note that batteries have reached the end of life and send a replacement quote along with the report?”

Brazoria County Answer: At this time, we are unsure when the last full battery string replacement was performed. Typically, only individual batteries or modules are replaced as they fail, rather than the entire string.

- 2.13 Vendor Question: “On the Attachment A – Bid Table for the On-site Service Plan do you want an hourly rate for these cells or do you want an anticipated cost for repairs for all units? If you want anticipated cost for repairs to all units, please provide service records showing any repairs made to each unit and battery replacements and when these were done so an accurate quote can be provided.”

Brazoria County Answer: Hourly rate is acceptable

- 2.14 Vendor Question: “On the Attachment A – Bid Table for Preventative Maintenance Plan what are we to quote? Annual maintenance only – UPS and battery? Semi-annual and annual maintenance – UPS and battery? Quarterly maintenance – UPS and battery? Semi-annual and annual maintenance – UPS, and quarterly maintenance – battery?”

Brazoria County Answer: Annual Maintenance for UPS and Battery

- 2.15 Vendor Question: “Given the age of these units, I recommend considering an upgrade to newer UPS models. If the customer is open to this, I’d be happy to suggest some updated options that would better meet the current needs”.

Brazoria County Answer: At this time the Sheriff’s Office is only interested in continuing with an annual service and maintenance plan.

- 2.16 Vendor Question: “The make and serial #of the UPS units was provided in Attachment A; Please also provide the UPS Model and KVA (size) of each UPS unit.

Brazoria County Answer: Not all of the model numbers are visible without removing the battery packs. Please refer to question 2.5 above and then see below to answer the question to the best of our ability.

ASY-0529- quantity 24, there are six (6) batteries each

SYBT5- Three (3) for the AP9215RM

- 2.17 Vendor Question: “If possible, please provide battery make /model and quantity for each UPS.

Brazoria County Answer: Please refer to question 2.5 above.

- 2.18 Vendor Question: “If battery replacement is needed, is the batteries and labor billable work?

Brazoria County Answer: No, the service work should be included in the maintenance agreement.

- 2.19 Vendor Question: “Are you able to provide the kVA sizes for the UPS listed in the contract?”

Brazoria County Answer: Please see questions 2.16 above.

- 2.20 Vendor Question: “Please verify if a bond will be required or not”.

Brazoria County Answer: Bonds are not required.

- 2.21 Vendor Question: “I noticed the kVA sizes are missing on the attached bid table, are you able to share those?”

Brazoria County Answer: Please see question 2.16 above.

2.22 Vendor Question: "Also, I'm not seeing specifically how many PM visits you are wanting per year. Shall I assume one annual visit during normal hours?"

Brazoria County Answer: Yes. Please see question 2.4 above.

3. All other terms and conditions of the RFP are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

LEGAL NAME OF CONTRACTING COMPANY

TELEPHONE NUMBER

FACSIMILE NUMBER

SIGNATURE

NAME AND TITLE PRINTED

*Addendum approved by:



7/11/2025

Susan P. Serrano, CPPO, CPPB
County Purchasing Director

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Direct Current Preventive Maintenance LLC
Manvel, TX United States

Certificate Number:
2025-1356865

Date Filed:
08/29/2025

Date Acknowledged:
9/3/2025

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Brazoria County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP# 25-58
Critical Power Services - UPS Preventive Maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Direct Current Preventive Maintenance LLC	Manvel, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Jeremiah Barnett, and my date of birth is 01/26/1983.

My address is 18614 Christy Park Circle, Houston, TX, 77084, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 29 day of August, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Boycott Verification

This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose
2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - (B) does business with a company described by Paragraph (A).
3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

I, Jeremiah Barnett (Person name), the undersigned representative of (Company or Business Name) Direct Current Preventive Maintenance (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above,

- (A) does not boycott Israel currently;
- (B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
- (C) does not boycott energy companies currently;
- (D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
- (E) does not discriminate against a firearm entity of firearm trade association currently; and
- (F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

08/29/2025

DATE


SIGNATURE OF COMPANY REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Worthen Insurance Group 104 Melody Lane Friendswood TX 77546		CONTACT NAME: Marisa Coggins PHONE (A/C, No, Ext): 281-991-005 E-MAIL: mcoggins@wortheninsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Kinsale Insurance Company INSURER B: PROGRESSIVE CNTY MUT INS CO INSURER C: Texas Mutual Ins Co INSURER D: INSURER E: INSURER F:		FAX (A/C, No): NAIC # 38920 29203 22945
INSURED Direct Current Preventive Maintenance LLC DBA: DCPM Pro 2883 CR 58 Manvel TX 77578				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	0100311994-0	07/13/2025	07/13/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ excluded						
	PERSONAL & ADV INJURY \$ 1,000,000						
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y	Y	958475754	05/31/2025	05/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	0002078593	05/31/2025	05/31/2026	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
	\$						
	\$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☒ N	N/A	Y	958475754	05/31/2025	05/31/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
	Deductibles - Comp: \$500, Coll: \$500						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Brazoria County is included under the Blanket Additional Insured with respects to General Liability, Commercial Auto. Waiver of Subrogation is included under the General Liability, Commercial Auto, and Workers Compensation. All policies are Primary and Non-Contributory. Excess Liability is follow form.

CERTIFICATE HOLDER**CANCELLATION**

Brazoria County 237 E Locust St Angleton TX 77515-4621	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marisa Coggins</i>
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.