



Emergence Health Network

El Paso Center for Mental Health/Intellectual Disabilities

201 E.Main Ave.
El Paso, TX 79901
(915) 887-3410
Fax: (915) 351-4703

Notice to Interested Parties

Sealed Invitation for bid will be received at Emergence Health Network-Purchasing Department located at 9609 Carnegie, El Paso, Texas 79925 **before 3:00 p.m. January 3, 2017.**

Invitation for bid must be in a sealed envelope and marked:

**“IFB #17-004 Server Racks to be opened
January 3, 2017”**

Do not contact the requesting department. Any questions or additional information required by interested vendors must be emailed to: bidquestions@ehnel Paso.org before **December 27, 2016 at 12:00 p.m. IFB number and title must be on the “Subject Line” of the email. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.**

Any changes in the specifications will be posted on the EHN website as an addendum. **It shall be the bidder’s responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted.** Website: www.emergencehealthnetwork.org; Bids and more.

In order to remain active on the Emergence Health Network Vendor list, each vendor receiving this invitation for bid must respond in some form. Vendors submitting bids must meet or exceed all requirements herein. Vendors not responding to the request must submit their reason in writing to the Emergence Health Network.

EHN SIGNATURE PAGE

**Server Racks
IFB #17-004**

Vendor must meet specifications

Please do not include tax, as EHN is tax-exempt. We will sign tax exemption certificates covering these items. **Please submit one (1) original copy** and **submit the proposal to rfp@ehnpaso.org in a PDF format. Electronic copies must reflect the original hard copy.**

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this bid, I hereby represent and warrant to Emergence Health Network that I have read and understood the Bid Documents and the Contract Documents and this bid is made in accordance with the Bid Documents.

Please quote prices and discounts on the following items F. O. B. Emergence Health Network

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

DUNS Number

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

*****THIS MUST BE THE FIRST PAGE ON ALL BIDS*****

**Server Racks
IFB #17-004**



Emergence Health Network
El Paso Center for Mental Health/Intellectual Disabilities

**Due Date
Tuesday, January 3, 2017**

**Server Racks
IFB #17-004**

DUE DATE: January 3, 2017

Emergence Health Network (EHN) is seeking to award to one company to provide Chartsworth server racks for the new data center, bid must include installation. Award will be awarded for entire bid.

Interested Bidders must initial each bullet item in agreement of the specifications. Please attach to bid response.

- All items must be the same as specified
- Vendor must supply a sample on items noted and/or if requested by the end user/dept.
- Must have product available when needed
- Vendor must honor price for six months
- No substitutions will be accepted
- No minimum orders will be allowed. All items will be ordered as needed.
- No delivery fees may be added
- All purchases must be F.O.B Destination
- Proposal must include Labor to Assemble and Install per Plan.

*******THIS PAGE MUST BE SUBMITTED WITH IEB RESPONSE*******

**Emergence Health Network
Scope of Work
IFB# 17-00**

Emergence Health Network is seeking a company to provide Chartsworth server racks for the new data center, including installation.

A. SUBMITTAL OF BID PRICES:

Bid prices should be submitted on the enclosed Bid Price Sheet only. Unauthorized additions, serious omissions, bids that do not contain a unit price where required or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous are not acceptable and may result in your bid being deemed non-responsive.

B. ANALYSIS OF BID PRICES:

Emergence Health Network may perform a price analysis to determine the reasonableness of the price(s) at which the supplies and/or services are offered. Prices that are significantly lower than the mean of all offers and that appear to be unreasonably low may be determined to be evidence of non-responsibility, and cause the offer to be rejected.

C. AWARD OF BID:

Emergence Health Network reserves the right to award to more than one bidder. Emergence Health Network reserves the right to make an award to the lowest bidder by item, by group of items, or make one award for all items, whichever is most advantageous to the agency. Further, Emergence Health Network reserves the right to alter, delete, or cancel this bid in whole or in part at the discretion of the agency.

D. DELIVERY OF EQUIPMENT:

All equipment shall include any shipping, delivery, freight charges. Emergence Health Network will not accept any additional charges, except those offered by the bidder at the time of bid. Vendor shall retain title and control of all goods until they are delivered FOB to Emergence Health Network. All risk of transportation and related charges shall be the responsibility of the vendor.

The packing slip shall contain the purchase order number, the item stock number, quantity ordered, quantity shipped, and description.

All goods and services delivered shall comply with the specifications set forth in this bid. Emergence Health Network shall inspect the equipment for specification compliance prior to paying the vendor. Emergence Health Network reserves the right to request samples from bidder(s) prior to award.

E. DAMAGED MATERIAL:

In the event of damage which shall be concealed upon delivery, Emergence Health Network shall notify the vendor within twenty (20) days after installation by the end user for replacement. The vendor shall replace, free of charge, all defective items delivered under this bid. All transportation charges covering return and replacement of these items shall be borne by the vendor.

Defective/Returned Items- Emergence Health Network will notify vendor when any item needs to be returned and replaced because it is incorrect or defective:

- 1 Defective item shall be returned as soon as possible and replaced, or returned for full credit, if correct item is not available.
- 2 Incorrect item shall be returned as soon as possible and replaced, or returned for full credit, if

correct item is not available.

- 3 Contractor shall be responsible for freight to return defective or incorrect items.
- 4 Emergence Health Network will only accept responsibility for re-stocking fees that are the result of an ordering error made by Emergence Health Network.

F. WARRANTY:

The COMPLETE unit, without limitation, will be guaranteed against defects in material and workmanship for a term not less than thirty six (36) months, or the Manufacturer's standard warranty, whichever is longer, unless a longer term is stated in the detailed specifications. All Texas statutes and case law with regard to implied warranty shall apply.

G. EQUIPMENT SPECIFICATIONS:

Emergence Health Network believes the numbers used as item quantities are a reasonably accurate estimate; however, the actual quantity may be more or less than the estimate, and shall not be the basis for any change in the contract per unit price. Additionally, estimates are minimums, but not guaranteed minimums, and the contract cost can increase so long as the unit costs remain the same and increased funds are appropriated in the budget

BID PRICE SHEET

Pricing **MUST** be provided on this price sheet.

Do NOT make changes to price sheet. Vendors may elaborate and offer additional information to supplement response in a separate document.

Description	Brand/Model #	Est. Qty.	Unit Cost	Extended Cost
1) Rack 4 Post Frame Server 45U/7'H/29"CD	15053-703	7	\$	\$
1b) Please indicate years of warranty from date of purchase and cost			\$	\$
Total			\$	
2) Rack 2 Post Equipment 45U 7'Hx19"W	55053-703	3	\$	\$
2b) Please indicate years of warranty from date of purchase and cost			\$	\$
Total			\$	
3) Vertical PDU	P1-1A1A5	6	\$	\$
3b) Please indicate years of warranty from date of purchase and cost			\$	\$
Total			\$	
4) Vertical PDU Metered 100-125Volt 30 Amp	L1-1K0K4	2	\$	\$
4b) Please indicate years of warranty from date of purchase and cost			\$	\$
Total			\$	
5) PDU Input Power Cord, 110-125V	17763-003	4	\$	\$
5b) Please indicate years of warranty from date of purchase and cost			\$	\$
Total			\$	
6) PDU Input Power Cord, 200-240V	17763-009	2	\$	\$
6b) Please indicate years of warranty from date of purchase and cost			\$	\$
Total			\$	
7) Vertical Cable Manager Single Sided Narrow	11730-703	14	\$	\$
7b) Please indicate years of warranty from date of purchase and cost			\$	\$
Total			\$	
8) Vertical Cable Manager Double Sided	13912-703	6	\$	\$
8b) Please indicate years of warranty from date of purchase and cost			\$	\$
Total			\$	
9) Horizontal Cable Manager Double Sided	13930-702	2	\$	\$
9b) Please indicate years of warranty from date of purchase and cost			\$	\$
Total			\$	
10) Vertical Filler Panel – Front	TS1003425	7	\$	\$
10b) Please indicate years of warranty from date of purchase and cost			\$	\$
Total			\$	
11) PDU Mount Kit Blk	35700-701	8	\$	\$
11b) Please indicate years of warranty from date of purchase and cost			\$	\$
Total			\$	

Cable Management

Description	Brand/Model #	Est. Qty.	Unit Cost	Extended Cost
1) 2" x 12" x 118" Cable Tray		12	\$	\$
1b) Please indicate years of warranty from date of purchase and cost			\$	\$
Total			\$	
2) 1" X 12" Cable Tray Floor Supports		45	\$	\$
2b) Please indicate years of warranty from date of purchase and cost			\$	\$
Total			\$	
3) 2" X 12" Cable Tray 4-way intersection		2	\$	\$
3b) Please indicate years of warranty from date of purchase and cost			\$	\$
Total			\$	
4) 2" X 12" Cable Tray Tee		10	\$	\$
4b) Please indicate years of warranty from date of purchase and cost			\$	\$
Total			\$	
5) 2" X 12" Radius 90		2	\$	\$
5b) Please indicate years of warranty from date of purchase and cost			\$	\$
Total			\$	
6) Splice Kit pack of 50		1	\$	\$
6b) Please indicate years of warranty from date of purchase and cost			\$	\$
Total			\$	
7) 4" Round Cable Raised Floor grommet (brush through) Include tile cutting		16	\$	\$
7b) Please indicate years of warranty from date of purchase and cost			\$	\$
Total			\$	

General Provisions EMERGENCE HEALTH NETWORK

These General Provisions are considered standard language for all EHN bids and RFP documents. If any “specific bid requirements” differ from the General Provisions listed here, the “specific bid requirements” shall prevail.

1. BID PACKAGE

- a. The bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of the bid package. Bids must be submitted on the forms provided by EHN, including the bid sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid sheet/contract page (s) may disqualify the bid from being considered by EHN. Any individual signing on behalf of the bid expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid. Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by the CEO. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. Changes must also be made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with EHN.
- b. **Bid must be received at 9609 Carnegie, EL Paso, Texas 79925 BEFORE the hour and date specified. Faxed or e-mailed bids will not be accepted. Late bids will not be considered under any circumstances.**
- c. Any bid sent via express mail or overnight delivery must have the Bid number and title clearly marked on the outside of the envelope or package. Failure to clearly identify your bid may be cause for disqualification.

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the bidquestions@ehnel Paso.org or assigned designee, unless otherwise specifically noted.

An authorized person from the submitting firm must sign all bids. The signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Bid. It provides specific information necessary to aid participating firms in formulating a thorough response.

3. BIDDER’S RESPONSIBILITY

The Bidder must affirmatively demonstrate its responsibility. The bid must also meet the following minimum requirements:

- Have been in business of providing services for a minimum of 5 years;
- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this bid;
- Have satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

4. REJECTION OF BIDS

EHN reserves the right to: (1) reject any and all bids and waive any informality in the bids received; (2) disregard the bid of any bidder determined to be not responsible. EHN further reserves the right to reject any bid due to failure of performance on deliveries as determined in writing by EHN.

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the EHN if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bid procedures must be received by EHN no less than seventy-two hours prior to the time set for bid opening. Vendors are to propose as specified herein or propose an approved equal.

6. SUBSTITUTES

It is not EHN's intent to discriminate against any material of equal merit to those specified however, should the bidder desire to use any substitutions, prior written approval shall be obtained from EHN sufficiently in advance in order that an addendum might be issued.

7. EXCEPTIONS TO BID

The bidder will list on a separate sheet of paper any exceptions to the conditions of the bid. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Bidder must specify in its bid any alternatives it wishes to propose for consideration by EHN. Each alternative should be sufficiently described and labeled within the bid and should indicate its possible or actual advantage to the program being offered.

EHN reserved the right to offer these alternatives to other bidders.

8. PRICING

Bids for equipment shall offer new (unused) equipment or merchandise unless otherwise specified. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only). Bid will be either lump sum or unit prices as shown on the bid sheet. The net price will be delivered to the EHN, including all freight or shipping charges. In case of error in extension, unit prices shall govern. Bid subject to unlimited price increases will not be accepted. EHN is tax exempt and no taxes should be included in your bid.

Unless prices and all information requested are complete, bid may be disregarded and given no consideration.

In case of default by the Bidder, EHN may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to EHN. Prices paid by EHN shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

9. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, EHN qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by EHN is exempt from the taxes imposed under Chapter 151.

10. MODIFICATION OF BIDS

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of EHN.

11. SIGNATURE OF BIDS

Each bid shall give the complete mailing address of the Bidder and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each bid shall include the Bidder's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and bid response sheet will disqualify the bidder from being considered by EHN. The person signing on behalf of the Bidder expressly affirms that the person is duly authorized to render the bid and to sign the bid sheets and contract under the terms and conditions of this Bid and to bind the Bidder thereto and further understands that the signing of the contract shall be of no effect until it is fully executed by both parties.

12. AWARD OF BID/PROPOSALS-EVALUTATION CRITERIA AND FACTORS

Bids shall be awarded to the responsible bidder that submits the lowest and best bid.

Proposals will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in a Request for Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to EHN will be considered firm, unless EHN invokes its right to request a best and final offer and cannot be altered after the submission deadline.**

EHN reserves the right to reject any or all bids in whole or in part received by reason of this bid and may discontinue its efforts under this Bid for any reason or no reason or solely for EHN's convenience at any time prior to actual execution of the contract by EHN. EHN reserves the right to accept or reject all or any part of the bid, waive minor technicalities, or to award by item or by total bid. Price should be itemized.

A Bidder whose proposal does not meet the mandatory requirements set forth in this Bid will be considered noncompliant.

Each Bidder, by submitting a bid, agrees that if its bid is accepted by EHN, such Bidder will furnish all items and services upon the terms and conditions in this Bid and contract.

Bidder shall submit to EHN, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Bid.

13. PUBLIC INFORMATION ACT

The parties agree that EHN is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Bidder agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid. EHN agrees to provide notice to proposer in accordance with the Public Information Act in the event EHN receives a request for information under the Public Information Act for information that the Bidder has marked as confidential, proprietary, and/or trade secret.

14. RESULTANT CONTRACT

The resultant contract shall become effective upon the execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package, any addenda issued, and any change orders issued during the work.

The criteria utilized for determining responsibility of bid(s) includes, but is not limited to, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by EHN to determine whether a bidder is responsible. The term of the resultant contract will begin as stated in the contract executed by the CEO and will terminate on the date specified in the contract unless terminated earlier as herein set forth.

15. BIDDER INVESTIGATION

Before submitting a bid, each Bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by EHN upon which the Bidder will rely. If the Bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Bidder for additional compensation.

16. NO COMMITMENT BY EHN

This Bid does not commit EHN to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this bid, or to procure or contract for services or supplies.

17. SINGLE BID RESPONSE

If only one proposal is received in response to the Invitation for Bid or Request for Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

18. REJECTION/DISQUALIFICATION OF BIDS

EHN reserves the right to reject any or all bids in whole or in part received by reason of this bid package and may discontinue its efforts for any reason under this bid package at any time prior to actual execution of the Contract by EHN. Bidders may be disqualified and rejection of bids may be recommended for any of (but not limited to) the following causes:

- A. Failure to use the bid form(s) furnished by EHN, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the bid form.
- C. Failure to properly complete the bid.
- D. Bids that do not meet the mandatory requirements.
- E. Evidence of collusion among bidders.

19. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this bid, a written notice of such revision will be posted on EHN Purchasing website. EHN is not bound by any oral representations, clarifications, or changes made in the written specifications by EHN's employees, unless such clarification or change is posted on EHN Purchasing website. It shall be the Bidder's responsibility to check the website prior to the bid opening date to verify whether any addendums have been posted.

20. BID IDEAS AND CONCEPTS

EHN reserves the right to adopt or use for its benefits, any concept, plan, or idea contained in any bid.

21. BID/PROPOSAL DISCLOSURES

Results of bids for the purchase of goods, materials, general services and construction are considered public information at the time of the bid opening. All information contained in the bid response is available for public review.

22. WITHDRAWAL OF BID

Bidder may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to EHN in writing. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

23. INDEMNIFICATION

A. The Bidder shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, EHN, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from Bidder's operations under this contract, its use of EHN facilities and/or equipment or from any other breach on the part of the Bidder, its employees, agents or any person(s) in or about EHN's facilities with the expressed or implied consent of EHN. Bidder shall pay any judgment with cost which may be obtained against EHN resulting from Bidder's operations under this contract.

Bidder agrees to indemnify and hold EHN harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Bidder shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Bidder fails to do so, then EHN reserves the right to pay unpaid bills of which EHN has written notice direct and withhold from Bidder's unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.

B. Any successful bidder who is awarded any contract in excess of \$50,000 may be required to execute a performance bond to EHN. Said bond shall be in the full amount of the contract and must be furnished within 30 days after the date a purchase order is issued or the contract is signed and prior to commencement of the actual work. A performance bond required pursuant to this section shall be noted in the attached detailed bid specifications or scope of work.

24. PROOF OF INSURANCE

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance 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 provision insuring the public from any loss or damage that may arise to any person or property by reason of services limits of not less than the following sums:

INSURANCE REQUIREMENTS FOR CONSTRUCTION AND OTHER SERVICES PROVIDED TO EHN

GENERAL LIABILITY:

\$1,000,000 – Each Occurrence
\$1,000,000 – General Aggregate
\$1,000,000 – Personal & Advertising Injury
\$1,000,000 – Products/Completed Operations – Aggregate
 \$5,000 – Premises Medical Expense
 \$500,000 – Fire Legal Damage Liability
Emergence Health Network named as
“Additional Insured” Waiver of Subrogation

AUTOMOBILE:

\$1,000,000 – Each Occurrence
Emergence Health Network named as
“Additional Insured” Waiver of Subrogation

WORKERS COMPENSATION:

\$1,000,000 – Employers Liability – Each Accident
\$1,000,000 – Employers Liability – Each Employee
\$1,000,000 – Employers Liability – Disease – Policy Limit
Statutory Limits
Waiver of Subrogation

CONSTRUCTION PROJECTS additional requirements:

Builders Risk Policy for total amount of completed project
Bid Bond
Performance & Payment Bond

PROFESSIONAL SERVICES additional requirements:

Limit of \$1,000,000 for E&O/Professional Insurance.

CERTIFICATE OF LIABILITY INSURANCE

In the remarks section should include job description or project name and/or number.

Successful bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to EHN.

Insurance is to be placed with insurers having a best rating of no less than A. The Bidder shall furnish EHN with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Bidder shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, EHN has the right to pursue other remedies permitted by law or in equity. EHN agrees to provide Bidder with reasonable and timely notice of any claim, demand, or cause of action made or brought against EHN arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. EHN agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Bidder.

In no event shall EHN be liable for any damage to or destruction of any property belonging to the Bidder.

Emergency Health Network shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.

25. MENTAL HEALTH FRIENDLY WORKPLACE

The Bidder shall submit a narrative demonstrating its commitment as a mental-health friendly workplace, however this may not be a determining factor in the bid process.

26. NON-COLLUSION AFFIDAVIT

The Bidder declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited another bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, of that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the Bidder of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Non negotiations, decisions, or cautions shall be initiated by any company as a result of any result of any verbal discussion with any EHN employee prior to the opening of responses to this Bid.

No officer or employee of EHN, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all EHN contracts for this service.

27. SOVEREIGN IMMUNITY

EHN specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

28. MERGERS, ACQUISITIONS

The Bidder shall be required to notify EHN of any potential for merger or acquisition of which there is knowledge at the time that a bid is submitted.

If subsequent to the award of any contract resulting from this Bid the Bidder shall merge or be acquired by another firm, the following documents must be submitted to EHN.

1. Corporate resolutions prepared by the awarded Bidder and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Bidder's Federal Identification Number (FEIN); and
3. New Bidder's proposed operating plans.

Moreover, Bidder is required to provide EHN with notice of any anticipated merger or acquisition as soon as Bidder has actual knowledge of the anticipated merger or acquisition. The new Bidder's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan for its approval.

31. DELAYS

EHN reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of EHN. There shall be no additional costs attributed to these delays should any occur. Bidder agrees it will make no claim for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Bidder attributed to these delays, should any occur. In addition, Bidder agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

32. ACCURCY OF DATA

Information and data provided through this Bid are believed to be reasonably accurate.

33. SUBCONTRACTING/ASSIGNMENT

Bidder shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission. Such consent, if granted, shall not relieve the Bidder of any of its responsibilities under this contract.

34. INDEPENDENT CONTRACTOR

Bidder expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee

relationship, a joint venture relationship, or any other relationship allowing EHN to exercise control or direction over the manner or method by which Bidder or its subcontractors perform in providing the requirements stated in the Bid.

35. MONITORING PERFORMANCE

EHN shall have the unfettered right to monitor and audit the Bidder's work in every respect. In this regard, the Bidder shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Bidder shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Bidder's work and performance under this contract. In the event any such material is not held by the Bidder in its original form, a true copy shall be provided.

36. ASSURANCES

Bidder, in responding, represents the following:

- a. Bidder has made no attempt nor will make any attempt to induce any person or firm to submit or not submit a bid; and
- b. Bidder has arrived at the bid independently without consultation, communication, or agreement for the purpose of restricting competition; and
- c. All cost and pricing information is reflected in the RFP response documents only; and
- d. Bidder and if applicable, its officers or employees, have no relationship now or will have no relationship during the contract period that interferes with fair competition or that is a financial or other conflict of interest, real or apparent; and
- e. If applicable, no member of the Bidder's staff or governing authority has participated in the development of specific criteria for award of this prospective contract, nor will participate in the selection of the successful Bidder to be awarded this prospective contract; and
- f. Bidder has not retained or promised to retain an entity or used or promised to use a consultant that has participated in the development of the specific criteria for award of this prospective contract or will participate in the selection of the successful Bidder awarded this prospective contract; and
- g. Bidder, if currently providing services to EHN on a contractual or employment basis, shall not obtain and use, or attempt to obtain, confidential information regarding EHN operations that provides an undue advantage in the selection process; and
- h. Bidder has not given, offered to give, nor intends to give any economic opportunity, gift, loan, gratuity, special discount, trip, favor, or service to any public servant (including, but not limited to any member of the Board of Trustees or staff) or any public employee (including, but not limited to, any employee of EHN) in connection with its submitted bid; and
- i. Bidder accepts the terms, conditions, criteria and requirements set forth in the above procurement package; and
- j. Bidder accepts EHN sole right to award any bid (including negotiating with or issuing a contract to more than one Bidder when doing so would be in the best interests of EHN) or reject any or all bids submitted at any time; and

- k. Bidder accepts EHN sole right to cancel the bid at any time EHN so desires; and
- l. Bidder is not entitled to and will make no claim for payment to cover costs incurred in the preparation of the submission of its bid or any other associated costs, even in situations where EHN cancels the bid or rejects all bids submitted in response to the bid; and
- m. Bidder certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any completed contract that may result from its bid; and
- n. Bidder, if it is a corporation, is either not delinquent in its franchise tax payments to the State of Texas or is not otherwise subject to payment of franchise taxes to the State of Texas; and
- o. Bidder owes no funds to the State of Texas for unresolved audit exceptions. An unresolved audit exception is an exception for which the Bidder has exhausted all administrative and/or judicial remedies and has failed to comply with any resulting demand for payment; and
- p. Bidder agrees that information about individuals served by the EHN will be kept confidential; and
- q. Bidder shall comply with the requirements of the Immigration Reform and Control Act of 1986 and Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, described in this bid who will perform any labor or services.
- r. Bidder shall comply with all federal statutes relating to nondiscrimination including but not limited to Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, gender, pregnancy, religion, and national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C. §504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of disabilities; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990; Chapter 21 of the Texas Labor Code, which is informally referred to as the Texas Commission on Human Rights Act; and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age); and
- s. Bidder warrants that, to the extent it has exposure, access or control of patient information, it will protect the privacy and provide for the security of Protected Health Information ("PHI") that is in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law I 04-191 ("HIP AA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable federal and state laws.
- t. Bidder shall comply with the requirements of Chapter 81 of the Texas Civil Practice and Remedies Code; and
- u. As provided by the Texas Family Code, §231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. Bidder certifies that it is not ineligible to receive any payments under any contract resulting from its bid and acknowledges that any contract that is executed as a result of its bid may be terminated and payment may be withheld if this certification is inaccurate; and
- v. Bidder agrees to provide EHN with any information necessary to validate any statements

made in its bid, as requested by EHN. Such requests may include, but not necessarily be limited to, allowing access for on-site observation, granting permission for EHN to verify information with third parties, and allowing inspection of Bidder's records. Bidder understands that failure to substantiate any statements made in Bidder's bid shall result in disqualification of the bid.

37. PREVAILING WAGE RATES (if applicable)

- a. The bidder is aware that and hereby agrees that not less than the prevailing wage rates, which were adopted by the Emergence Health Network Board of Trustees on **August 22, 2013** for Building Construction Trades, shall be paid to all workers on the Project.
- b. Bidder agrees to comply with Tex. Gov't Code Sections 2258.001 through 2258.058 and acknowledges that it understands that it will pay to the Owner the sum of \$60.00 per day or part of a day, per worker, that a worker is paid less than said prevailing wage rates.
- c. The Bidder agrees to keep records showing the name and occupation of each worker employed by the Bidder or Subcontractor in the construction of the public work and the actual per diem wages paid to each worker. The Bidder further agrees that such records shall be open at all reasonable hours to inspection by Emergence Health Network through its officers.
- d. The Bidder shall post the prevailing wage rate schedules made part of this contract at each work site in a prominent location readily accessible to the workers through the duration of the project.
- e. Upon a determination by Emergence Health Network that there is good cause to believe that Bidder or a Subcontractor has violated Chapter 2258 of the Texas Government Code, Emergence Health Network shall withhold any amount due under the contract, up to and including the entire contract price, which the Emergence Health Network Chief Executive Officer, in the exercise of reasonable discretion, determines is sufficient to 1) cover the costs to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the Bidder or Subcontractor and the amount the worker would have received at the prevailing wage rate and 2) cover the costs of penalties under Section 2258.023 and 3) to ensure compliance with Chapter 2258 for the duration of the project.
- f. **At the time the Bidder submits its applications for progress payments to Accounts Payable, the Bidder shall provide a certified payroll for all employees during the period of that pay request.**
- g. No worker shall be discharged by the Bidder or Subcontractor or in any other manner discriminated against because such worker has filed an inquiry or complaint or instituted or caused to be instituted any legal or equitable proceeding or has testified or is about to testify in any such proceeding under or relating to the prevailing wage rate laws, the apprenticeship program or the provisions of this contract.
- h. The Bidder and Subcontractors shall allow expeditious jobsite entry by Emergence Health Network Officers and representatives displaying and presenting proper identification credentials to the jobsite superintendent or his/her representative. While on the jobsite the Emergence Health Network Officers and representatives shall observe all jobsite rules and regulations concerning safety, internal security and fire prevention. The Bidder and Subcontractors shall allow project employees to be interviewed at random for a reasonable duration by the Emergence Health Network Officers and representatives to facilitate compliance determinations regarding the prevailing wage rate payment provisions and apprenticeship program provisions of this contract.
- i. In the event a particular work element of the project calls for a certain employee classification and skill that is not listed in the prevailing wage rate schedules in the contract, the Bidder shall notify the Purchasing Manager who shall investigate the matter and make a recommendation to

the Emergence Health Network Board of Trustees to make a special wage rate determination as required.

j. Emergence Health Network reserves the right to terminate this Contract for cause if the Bidder and/or Subcontractors shall breach any of these provisions regarding the payment of prevailing wages.

k. The Bidder shall cause these and any other appropriate prevailing wage rate provisions to be inserted in all subcontracts relative to the work to bind the subcontractors to the same prevailing wage rate provisions as are applicable to the Bidder.

NOTICE: EHN will not be liable for any fees or charges not specifically detailed in your bid.

EHN is an equal opportunity employer.



Emergence Health Network

El Paso Center for Mental Health/Intellectual Disabilities

CERTIFICATION REGARDING LOBBYING

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, “New Restrictions on Lobbying”, published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when 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 \$100,000 for each such failure.

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

1. No federally 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 any 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally 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 these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit “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 covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

- Yes
 No

Name of Provider	Vendor ID No. or Social Security No.	Program No.
Name of Authorized Representative		Title

Signature – Authorized Representative

Date



Emergence Health Network

El Paso Center for Mental Health/Intellectual Disabilities

201 E. Main Ave.
El Paso, TX 79901
(915) 887-3410
Fax: (915) 351-4703

RE: **Server Racks IFB #17-004**

Dear Vendor:

All vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire. Attached is a copy of the questionnaire.

In filing out the Questionnaire, the following are EHN Officers that will award the bid and the employees which will make a recommendation:

EHN Officers:

Robert Jacob Cintron, Chair
David Stout, Vice-Chair
David Driscoll, Secretary
Michael Escamilla, MD., Trustee
Rick Myer, Ph.D., Trustee
Kathleen Peyton, Trustee

EHN Employees: Kristen Daugherty, CEO

Pauline Motts, CFO
Rene Hurtado, CDO
Rene Navarro, CCO
Tewiana Norris, CNO
Chrystal Davis, COO- Diversion Services
Ashley Sandoval, COO-MH Services
David Puentes, COO-IDD Services
Marcelo Rodriguez-Chevres, MD, CMO
David Baquera- COO- Addiction Services
Juan Gonzalez- CIO
Aileen Cabral- CHRO
Carol Thornburg, DO- CMO Substance Abuse
Diana Billingsley, Purchasing Manager

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

Bid # 17-004

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

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

EMERGENCE HEALTH NETWORK
Solicitation Check List
Server Racks IFB #17-004

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to EHN by 3:00 p.m., Tuesday,
January 3, 2017.

_____ Did you visit our website (www.emergencehealthnetwork.org) for
any addendums?

_____ Did you sign the proposal?

_____ Did you sign the "Certifications Regarding Lobbying" document?

_____ Did you sign the "Conflict of Interest Questionnaire" document?

_____ Did you provide one original and an electronic copy submitted to
rfp@ehnel Paso.org of your response? Electronic copies must
reflect the original hard copy in a PDF format.