



COUNTY OF KAUFMAN | PURCHASING DEPARTMENT
100 N. Washington St. | Kaufman, Texas 75142
469-376-4548 | purchasing@kaufmancounty.net

Solicitation – RFP 20-25: Annual Contract for County Purchase of Various Road Materials, Hauling of Materials, and Road Projects, and Culverts

Return deadline is no later than: 2:00 p.m., Friday, September 25, 2020

Vendor Name: _____

RFP 20-25: Annual Contract – Various Road Materials, Hauling of Materials, Road Projects, & Culverts

Table of Contents:

Legal Notice3

 A. Bid Instructions.....4

 B. Standard Terms & Conditions5

 SIGNATURE: Respondent Acceptance13

 C. Special Terms & Conditions.....14

 D. Specifications & Bid Sheet.....15

Compliance with Federal & State Laws21

Conflict of Interest Questionnaire (Form CIQ)22

Respondent References.....23

Respondent Signature Form.....24

Certification and Representations MWBE Status.....25

No-Bid Response26

Exhibit A: Standard Insurance & Bonding Requirements27



LEGAL NOTICE

Kaufman County, Texas
Advertisement for Submittals

Sealed responses will be received in the office of the Purchasing Agent located at 100 N. Washington, Kaufman, Texas 75142 until **Friday, September 25, 2020 at 2:00 p.m.** for the following:

RFP 20-25: Annual Contract for County Purchase of Various Road Materials, Hauling of Materials, and Road Construction Services

Specifications may be obtained online (<https://www.kaufmancounty.net/county-offices/purchasing-agent/>), in the office of the Purchasing Agent, 100 N. Washington St., Kaufman, Texas, or requested by email (purchasing@kaufmancounty.net).

All submittals must be clearly addressed to the Purchasing Department and include the solicitation name and number on the outside of the package. The responses will be publicly opened, immediately following the closing date and time, in the Courthouse-Annex 2nd Floor Conference Room located at 100 N. Washington, Kaufman, Texas 75142.

Kaufman County cannot guarantee, due to internal mail delivery procedures, any submittals sent priority mail will be picked up from the post office by County mail employees and delivered to the Purchasing Department by the closing date and time. It is recommended that submittal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. ***Respondents shall bear full responsibility for ensuring that the submittal is delivered to the specified location by due date and time.*** Late submittals will be considered as non-responsive and returned un-opened.

SOLICITATION NAME: Annual Contract for County Purchase of Various Road Materials, Hauling of Materials, and Road Construction Services

SOLICITATION NUMBER: 20-25

DUE DATE/TIME: 2:00 p.m., Friday, September 25, 2020

MAIL OR DELIVER TO: Kaufman County Purchasing Department
Attn: Raylan Smith
Kaufman County Courthouse – Annex
100 N. Washington St.
Kaufman, Texas 75142

County reserves the right to reject all submittals and to waive any informality in submittals received, deemed to be in the best interest of the County. No officer or employee of Kaufman County shall have a financial interest, direct or indirect, in any contract with Kaufman County.



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A. Bid Instructions

1. Respondents are prohibited from contacting or communicating in any means with any consultant, employee, manager, or elected official of Kaufman County concerning this solicitation except for questions directed through the Kaufman County Purchasing Agent by email purchasing@kaufmancounty.net. Failure to comply with this guideline could result in disqualification from the solicitation process.
2. All submittals must be sealed when returned to Kaufman County and clearly addressed to the Purchasing Department, including the solicitation name and number on the outside of the package.

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3. All documents relating to this solicitation will be posted under the solicitation number on the Kaufman County Purchasing Department website and available for download by respondents and other interested parties. It is the respondent's sole responsibility to review this site and retrieve all related documents prior to the solicitation due date.
4. Accuracy for all mathematical and number entries is the sole responsibility of the respondent. Kaufman County will not be responsible for errors made by the respondent.
5. Project Timetable:

Release Solicitation	August 25, 2020
Pre-bid / Site Evaluation(s)	n/a
Deadline for written questions	5:00 p.m., Friday, September 18, 2020
Deadline for Solicitation Submittals	2:00 p.m., Friday, September 25, 2020

B. Standard Terms and Conditions

By returning this solicitation response for **20-25: “Annual Contract for County Purchase of Various Road Materials, Hauling of Materials, and Road Construction Services”**, in its entirety, Respondent certifies and agrees to the following:

1. This solicitation embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. A contract will be executed after determination of the award.
2. Responses may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Submittals may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
3. Alternate bids will not be considered unless authorized. If there is any question as to the specifications or any part thereof, Respondent may submit to the Purchasing Agent a request for clarification. Such requests must be received a minimum of five (5) business days prior to scheduled opening date. All questions and/or clarifications must be submitted by email to purchasing@kaufmancounty.net.
4. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Kaufman County of the bid or final executed contract. Termination in whole, or in part, by the County may be made solely at the County’s option and without prejudice to any other remedy to which Kaufman County may be entitled by law or in equity, or elsewhere under this solicitation or the agreement, by giving thirty (30) days written notice to the Respondent with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Kaufman County shall not pay for work, equipment, services, or supplies which are unsatisfactory. The Respondent may be given reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance or non-compliance.
5. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the solicitation. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted based on best commercial practices, and best commercial practices shall prevail.
6. The Respondent shall affirmatively demonstrate qualifications by meeting or exceeding the following minimum requirements:
 - a) Have adequate financial resources, or the ability to obtain such resources as required.
 - b) Be able to comply with any required or proposed delivery schedule.
 - c) Have a satisfactory record of performance.
 - d) Have a satisfactory record of integrity and ethics.
 - e) Be otherwise qualified and eligible to receive the award.
7. Only the Commissioners Court of Kaufman County, Texas, acting as a body may enter into any type of agreement or contract on behalf of Kaufman County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Kaufman County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County’s attorney prior to signature by the authorized County official.

8. The Respondent shall be considered an independent contractor and not an agent, servant, employee, or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
9. The Respondent shall defend, indemnify, and shall save whole and harmless the County and all its officers, agents, employees, from and against all suits, actions, or claims of the character, name, and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.
10. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinance of the appropriate city, Kaufman County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
11. The Respondent shall obtain from the appropriate City, Kaufman County, or State of Texas the necessary permit(s) required by the ordinances of the City, County, or State for performance of the work.
12. The Respondent shall not sell, assign, transfer, or convey the agreement in whole or in part, without the prior written consent of the County.
13. The parties herein agree that the agreement shall be enforceable in Kaufman County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Kaufman County, Texas.
14. The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal laws.
15. Funding Clause – Payments required to be made by Kaufman County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners Court of Kaufman County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Kaufman County shall, submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the Purchasing Agent to remove all property belonging to said Respondent as soon as possible. Payment for final invoice will be subject to verification and approval by the Purchasing Agent. Thereupon, Kaufman County will be released from its obligation and make further payments.
16. Kaufman County is exempt from federal excise and sales taxes, ad valorem taxes, and personal property taxes; therefore, tax must not be included in proposals tendered. Proposals offered must be complete and all inclusive. Kaufman County will not pay additional taxes, surcharges or other fees not included in bid prices.
17. In case any one or more of the provisions contained in the solicitation shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be considered as if such had never been contained herein.
18. Certificate of Insurance / Additional or alternate bonds – Respondent must provide a certificate of insurance or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter from an insurance carrier is attached to the bid in lieu of an insurance certificate, any

formal award of a contract shall be contingent upon required coverage being put into force **prior** to any performance required by subject agreement. Additional or alternate bonds may be required in accordance with Texas statutes as outlined in the specifications. See EXHIBIT A – Standard Insurance & Bonding Requirements.

19. Kaufman County reserves the right to terminate an agreement / contract at any time, without cause, upon thirty (30) days written notice to Respondent. Upon termination, Kaufman County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Kaufman County shall not be liable for loss or reduction of any anticipated profit.
20. Respondents must agree to provide the following information as part of this response:
 - Form of business (if corporation, limited partnership, or limited liability company, indicate the state of creation)
 - Name of contact person (single point of contact with the Respondent)
 - List of all criminal charges, civil lawsuits, or dispute resolutions to which Respondent is a part in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - List of all criminal charges, civil lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection of award of the bid / proposal.
 - Current fiscal year-end and year-to-date financial statements.
21. Kaufman County reserves the right to accept or reject any or all responses, with or without cause, to waive technicalities, or to accept the response which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within ten (10) business days after approval of the selection by the Kaufman County Commissioners Court. Kaufman County reserves the right to award multiple contracts as necessary and in the best interest of the County.
22. Kaufman County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.
23. Costs of preparation of a response to this solicitation are solely those of the Respondent. Kaufman County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Kaufman County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
24. The awarding Respondent shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the contract resulting from this solicitation. Kaufman County shall have access to all records, documents and information collected and/or maintained by others during the administration of this agreement.
25. Respondent understands and agrees that in returning a response that it is neither an “offer” nor an “acceptance” until such time a formal contract is authorized /awarded by the Kaufman County Commissioners Court; if any.
26. Responses must be submitted on the forms provided and will not be considered if submitted by facsimile, email, or any other means of rapid dispatch, nor if submitted to any other person or department other than specifically instructed.

27. Gratuities – Kaufman County may, by written notice to the Respondent, cancel this contract without liability if it is determined by Kaufman County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Respondent, or any agent or representative, to any officer or employee of Kaufman County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Kaufman County pursuant to this provision, Kaufman County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Respondent in providing such gratuities.
28. Termination – The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be affected by the delivery to the Respondent of a “Notice of Termination” specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer.
29. Force Majeure – If, by reason of Force Majeure; either party hereto shall be rendered unable to wholly or in part to carry out its obligations under this Agreement then such party shall give sixty (60) day notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party have the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
30. Assignment Delegation – No right or interest in this contract shall be assigned or delegation of any obligation made by Respondent without the written permission of Kaufman County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
31. Waivers – No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
32. Modification – Contract can be modified or rescinded only by a written and signed agreement by both of the parties duly authorized agents.
33. Applicable Laws – This agreement shall be governed by the Uniform Commercial Code. Wherever the term “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
34. Advertising – Respondent shall not advertise or publish, without Kaufman County’s prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

35. Right to Assurance – Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
36. Venue – Both parties agree that venue for any litigation arising from this contract shall be in Kaufman, Kaufman County, Texas.
37. No negotiations, decisions, or actions shall be executed by the Respondent as a result of any discussions with any public service official, employee, and/or consultant. Only those transactions provided in written form may be considered binding.
38. The contents of each response, including specifications shall remain valid for a minimum of sixty (60) calendar days from the Solicitation due date.
39. All documents submitted as part of the Respondent's offering will be deemed confidential during the evaluation process.
40. Subcontracting – The Respondent must function as the single point of responsibility for the Agency. No response shall be comprised of separate pricing from multiple subcontractors. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The Contractor shall be fully responsible to the County for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the County and any such Subcontractor, nor shall it create any obligation on the part of the County to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the County. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - A. Require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - B. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the County and the Contractor. The County may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the County;
 - C. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the County in accordance with the terms of the Contract;
 - D. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the County being a named insured as its interest shall appear; and
require that the Subcontractor indemnify and hold the County harmless to the same extent as the Contractor is required to indemnify the County.
41. Investigation of Conditions – Before submitting a response, vendors should carefully examine the specifications and fully inform themselves to the conditions of the equipment and limitations.
42. Ethics – The Respondent and/or representatives shall not offer nor accept gifts or anything of value, nor enter any business arrangement with any employee, official or agent of Kaufman County.

43. Design, Strength, Quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
44. All hardware or any other item offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.
45. Descriptions – Whenever an article or material is defined or used in the solicitation by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term “or equal” if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and used to indicate type and quality level desired for comparison purposes unless otherwise noted. Responses must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
46. Addendum – Any interpretations, corrections, or changes to this solicitation will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners Court of Kaufman County, Texas. Addendum will be made available online. Respondents shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.
47. Patents / Copyrights – The successful Respondent agrees to protect Kaufman County from claims involving infringements of patents and/or copyrights.
48. Invoicing / Billing – Invoices will be submitted to the Kaufman County Auditor’s Office. All billings must have appropriate supporting documentation before such billings will be approved. Billing shall cover goods and services not previously invoiced. Vendor shall reimburse Kaufman County for any monies paid to Contractor for goods or services not provided of when goods/services provided do not meet the contract agreement or solicitation requirements. Payments made by the county shall not preclude the right of the County from thereafter disputing any items involved or billed under the contract agreement or solicitation and shall not be construed as acceptance of any part of the goods or services. Contractor understands and agrees that any funds paid under this contract are contingent upon satisfactory delivery of the Services as described in this contract and subject to routine processing. No payment, on any basis, will be made for unsatisfactory work.

Contractor agrees to submit complete, fully documented and accurate itemized statement of invoices with appropriate / applicable attachments and documentation, as required by the County for all goods, services, and work performed following acceptance of goods, services, or work by the County.

At minimum, the original invoices submitted against the solicitation, must reference all the following information:

- a) Contractor / Vendor Name
- b) Contractor / Vendor Address
- c) Contractor / Vendor Contact Information
- d) Contractor / Vendor Telephone Number and Email
- e) Contractor / Vendor Remittance to Address
- f) Invoice Date
- g) Invoice Number (uniquely numbered, no duplicates)
- h) Valid Kaufman County Purchase Order Number must appear on all itemized invoices and packing slips
- i) Solicitation Number
- j) Date of Services of Date of Purchase
- k) Description of Services and Goods

l) Cost of Services and Goods

Invoices and support documentation are to be sent to:

ORIGINAL INVOICE: Kaufman County Auditor's Office
Attn: Accounts Payable
100 N. Washington
Kaufman, Texas 75142
accountspayable@kaufmancounty.net

COPY OF INVOICE(S) SHALL BE SENT TO: Requesting User Department name and address
indicated on the Purchase Order

All invoices must reference a Kaufman County Purchase Order Number

Payment will be made upon receipt and acceptance by the County of completed services, goods and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. The County will incur no penalty for late payment if payment is made within thirty (30) or fewer days from the statement if there is an uncontested billing. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code. Invoices received without all the required supporting documentation and information will not be processed and will be returned to the Contractor unpaid for correction.

49. Packing slips or other suitable shipping documents shall accompany each special-order shipment and shall include:
 - a) Name and address of successful vendor;
 - b) Name and address of receiving department and/or location;
 - c) Kaufman County Purchase Order number; and
 - d) Description of material shipped, including item numbers, quantity, number of containers, and package number, if any.
50. Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
51. Equipment / Good / Services supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.
52. Warranty – Respondent shall warrant that all equipment / goods / services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title.
53. Remedies – The Respondent and Kaufman County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
54. Silence of Specification – The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices may prevail. All interpretations of these specifications shall be made based on this statement.
55. Evaluation Criteria, shall include, but not be limited to the following:

- a) Unit price
- b) Delivery
- c) Vendor's past performance record with Kaufman County
- d) Evaluation of vendor's ability to perform
- e) Kaufman County's experience with product(s) bid
- f) Special needs and requirements of Kaufman County
- g) Results of performance evaluation (if requested or needed)

Kaufman County reserves the right to select evaluation methods deemed most appropriate. Each bid will be evaluated on a case-by-case basis, regarding of any previous evaluation method.

56. **Contract Award** – Kaufman County reserves the right to reject all responses and to waive any minor informality or irregularity in a vendor's response if deemed in the best interest of the County. Award of contract (if any) resulting from this solicitation will be made only by written authorization from Kaufman County Commissioners Court, which will be followed by the issuing of a Purchase Order or a letter noting the award. The purchase order or letter of award, together with the signed solicitation documents may be construed as a contractual agreement.
57. **Conflict of Interest Questionnaire (CIQ) Form** – Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form (CIQ), the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Kaufman County no 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. An offense under this section is a Class C misdemeanor. By submitting a response to this request, the vendor represents that it is following the requirements of Chapter 176 of the Texas Local Government Code. Original, completed forms should be included, if applicable, in your response.
58. **Certificate of Interested Parties Form 1295** – In 2015, In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a government entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties form to the governmental entity or state agency at the time the business entity submits the signed contract to the government entity or state agency. The form discloses any interested parties who have a controlling interest (10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiate the terms of the contract (broker, intermediary, advisor, and/or attorney), if any. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the County by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. To obtain additional information on HB 1295, to learn more about Texas Ethics Commission process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following website: <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Instructional videos for business entities on how to file online can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The identification number (section 3 of form 1295) is this solicitation number.

59. **Nondiscrimination Authorities** – The Respondent, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statues and authorities; including but not limited to: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), and 49 CFR Part 21. The

respondent will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements or materials and leases of equipment. The Respondent will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices.

60. **TEXAS PUBLIC INFORMATION ACT** – All responses submitted to Kaufman County become the property of Kaufman County and are subject to the Public Information Act (Texas Government Code Chapter 552). The interested firms/individuals should familiarize themselves with the provisions of the Act. In no event shall Kaufman County, or any of its agents, representatives, consultants, directors, officers, or employees, be liable to a firm/individual for the disclosure of all or any portion of a response submitted pursuant to the solicitation. If a firm/individual has special concerns about information that it desires to make available to Kaufman County, but which it believes constitutes a trade secret, proprietary information, or other information excepted from disclosure, such firm/individual should specifically and conspicuously designate (i.e., mark confidential) each page of that information, which the Respondent believes, should not be disclosed outside Kaufman County. Disclosure of requested information will be subject to the Texas Public Information Act.

61. **Purchasing Agent as Contract Administrator** – The Purchasing Agent will serve as sole liaison between the Kaufman County Commissioners Court, the affected Kaufman County Departments, and the successful vendor. Unless directly outlined in this specification the vendor shall consider only the Purchasing Agent authorized to communicate, by any means, information or suggestions throughout the solicitation process. The Purchasing Agent has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This, however, shall in no way be construed as negating the basis for termination for non-performance.

RESPONDENT’S ACCEPTANCE – By submitting a response to this solicitation, the respondent certifies that it has fully read and understands the terms, conditions, and statements and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein. Respondent understands and agrees that this solicitation is issued predicated on anticipated requirements for Kaufman County and that Kaufman County has made no representation, written or oral, that any such requirements be furnished under a contract arising from this solicitation. Respondent acknowledges and understand that the Commissioners Court of Kaufman County reserves the right to refuse to award a contract for any or all services covered in this solicitation. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent’s performance hereunder shall be at the sole risk and responsibility of the Respondent.

Signature

Printed Name

Date

This original, along with original signature MUST be returned with solicitation response



C. Special Terms & Conditions

- 1.) **Background** – Kaufman County Leadership has established a need to purchase various road materials for county projects. It is also necessary for Kaufman County to contract the hauling of County purchased materials due to location, equipment needs, etc. Precincts may also request vendors to provide quotes for complete road projects throughout the county. Vendors will need to indicate their desire to be included in the pool of approved vendors to receive Requests for Quotes for said projects throughout the term of this contract.
- 2.) **Contract Terms** – Kaufman County is seeking a twelve (12) month contract with each qualified vendor, for a period beginning October 1, 2020 through September 30, 2021. Kaufman County reserves the right to make multiple awards for this contract, as well as utilize any existing or future cooperative purchasing agreements for road materials, hauling, and culverts.
- 3.) **Safety & Protection** – The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the worksite and other persons including, but not limited to the general public who may be affected thereby.
- 4.) **Precinct Locations** – All located quoted I this RFP will include delivery costs, freight to various locations within Kaufman County, according to the instructions of the Precincts at the time of the order. It is the responsibility of the vendor to deliver the product by owned or contracted means. County barns are located at the following addresses:

Precinct 1: 601 N. Nash Street, Kaufman
Precinct 2: FM 741 & FM 2932, Forney
Precinct 3: 287 FM 429, Terrell
Precinct 4: 702 S. Dallas, Kemp

Specifications & Bid Sheet

- Section 1: Asphalt Products
- Section 2: Crushed Concrete & Crushed Rock
- Section 3: Oil Sand
- Section 4: Grade 4 Modified Rock, Item 302
- Section 5: Vendor Alternate Material & Pricing
- Section 6: Flex Base, Asphalt Millings, & Material from Stockpile
- Section 7: Trucking / Hauling of Road Materials
- Section 8: Vendor Road Construction Option

MATERIALS: All materials will be ordered on an “as needed” basis by the Commissioner or his designated employee.

ALTERNATE: Kaufman County reserves the right to select and use an alternate contractor in the event of the successful bidder unable to deliver material.

SPECIFY DELIVERY: _____ DAYS A.R.O.

VENDOR LOCATION FOR MATERIAL PICK-UP AT PLANT SITE: _____

Section 1: Asphalt Products

It is the intent of the following specifications to describe cold mix and hot mix asphalt for road construction in Kaufman County. These materials shall conform to the “Texas Department of Transportation (TxDOT) Standard Specifications for Construction of Highways, Streets, and Bridges”.

SPECIFICATIONS: TXDOT 334 – Cold Mix Asphalt
TXDOT 340 – Hot Mix Asphalt

TESTING: The testing shall be performed when requested by Kaufman County anytime during the length of the contract. Testing is to be performed by an independent testing laboratory. If the results do not meet specifications, then the cost of the test will be absorbed by the successful bidder. If the results of the test meet specifications, then the cost will be borne by Kaufman County.

TXDOT Item 334 Cold Mix Asphalt Type D

Price per ton at Plant Site	\$ _____/ton
Precinct 1 – Delivered	\$ _____/ton
Precinct 2 – Delivered	\$ _____/ton
Precinct 3 – Delivered	\$ _____/ton
Precinct 4 – Delivered	\$ _____/ton

TXDOT Item 340 Hot Mix Asphalt Type D

Price per ton at Plant Site \$ _____/ton
Precinct 1 – Delivered \$ _____/ton
Precinct 2 – Delivered \$ _____/ton
Precinct 3 – Delivered \$ _____/ton
Precinct 4 – Delivered \$ _____/ton

RAP Material (Recycled Asphalt Product)

Price per ton at Plant Site \$ _____/ton
Precinct 1 – Delivered \$ _____/ton
Precinct 2 – Delivered \$ _____/ton
Precinct 3 – Delivered \$ _____/ton
Precinct 4 – Delivered \$ _____/ton

Section 2: Crushed Rock / Crushed Concrete

Material: 1” Utility Rock

Price per ton at Plant Site \$ _____/ton
Precinct 1 – Delivered \$ _____/ton
Precinct 2 – Delivered \$ _____/ton
Precinct 3 – Delivered \$ _____/ton
Precinct 4 – Delivered \$ _____/ton

Material: 1 ¾” Flex Base

Price per ton at Plant Site \$ _____/ton
Precinct 1 – Delivered \$ _____/ton
Precinct 2 – Delivered \$ _____/ton
Precinct 3 – Delivered \$ _____/ton
Precinct 4 – Delivered \$ _____/ton

Material: 3 x 5 Oversize Rock

Price per ton at Plant Site \$ _____/ton
Precinct 1 – Delivered \$ _____/ton
Precinct 2 – Delivered \$ _____/ton
Precinct 3 – Delivered \$ _____/ton
Precinct 4 – Delivered \$ _____/ton

Material: 3" Crushed Concrete

Price per ton at Plant Site \$ _____/ton
 Precinct 1 – Delivered \$ _____/ton
 Precinct 2 – Delivered \$ _____/ton
 Precinct 3 – Delivered \$ _____/ton
 Precinct 4 – Delivered \$ _____/ton

Section 3: Oil Sand

Price per ton at Plant Site \$ _____/ton
 Precinct 1 – Delivered \$ _____/ton
 Precinct 2 – Delivered \$ _____/ton
 Precinct 3 – Delivered \$ _____/ton
 Precinct 4 – Delivered \$ _____/ton

Section 4: Grade 4 Modified Rock, Item 302

Price per ton at Plant Site \$ _____/ton
 Precinct 1 – Delivered \$ _____/ton
 Precinct 2 – Delivered \$ _____/ton
 Precinct 3 – Delivered \$ _____/ton
 Precinct 4 – Delivered \$ _____/ton

Section 5: Vendor Alternate Material & Pricing

All pricing above indicates Precinct suggested materials for road construction. Please advise if you recommend replacement or additional material --

(1) Alternate Material Description: _____

Price per ton at Plant Site \$ _____/ton
 Precinct 1 – Delivered \$ _____/ton
 Precinct 2 – Delivered \$ _____/ton
 Precinct 3 – Delivered \$ _____/ton
 Precinct 4 – Delivered \$ _____/ton

(2) Alternate Material Description: _____

Price per ton at Plant Site \$ _____/ton
Precinct 1 – Delivered \$ _____/ton
Precinct 2 – Delivered \$ _____/ton
Precinct 3 – Delivered \$ _____/ton
Precinct 4 – Delivered \$ _____/ton

(3) Alternate Material Description: _____

Price per ton at Plant Site \$ _____/ton
Precinct 1 – Delivered \$ _____/ton
Precinct 2 – Delivered \$ _____/ton
Precinct 3 – Delivered \$ _____/ton
Precinct 4 – Delivered \$ _____/ton

Section 6: Flex Base, Asphalt Millings, & Materials from Stockpile

Kaufman County is seeking material from contractors currently working on TxDOT highway projects within Kaufman County. Materials will include Flex Base, Asphalt Millings, and Material from stockpiles.

Cost per ton for asphalt millings hauled directly from milling machine:

\$ _____/ton Jobsite location: _____

Cost per ton for asphalt millings from stockpile:

\$ _____/ton Jobsite location: _____

Cost per ton for flex base from stockpile:

\$ _____/ton Jobsite location: _____

Section 7: Trucking / Hauling of Road Materials

Set price for hauls based on MILEAGE:

Mileage	10-wheel 12-yard / 14-ton capacity	18-wheel 20-yard / 25-ton capacity
0-5 miles	\$ /mile	\$ /mile
6-10 miles	\$ /mile	\$ /mile
11-20 miles	\$ /mile	\$ /mile
21-30 miles	\$ /mile	\$ /mile
31-40 miles	\$ /mile	\$ /mile
41-50 miles	\$ /mile	\$ /mile
> 51 miles	\$ /mile	\$ /mile

Set price for hauls based on HOURLY rate:

10-wheel 12-yard / 14-ton capacity	18-wheel 20-yard / 25-ton capacity
\$ /hour	\$ /hour

Set price for hauls based on QUANTITY:

Indicate range in tons hauled	Price per ton
_____ to _____ tons	\$ /ton
_____ to _____ tons	\$ /ton
_____ to _____ tons	\$ /ton
_____ to _____ tons	\$ /ton
_____ to _____ tons	\$ /ton

NOTE: Prices quoted should NOT include the cost of materials.

Section 8: Vendor Road Construction

Please indicate your desire to be included in all requests for pricing for road projects within Kaufman County. Quotes will include pricing for all equipment, labor, and material to overlay existing roadways or construct new roadways throughout the county. All specifications will be shared with each eligible vendor and will be awarded to the vendor as deemed in the best interest of the County. All awarded projects must meet Insurance and Bonding Requirements as indicated in this RFP.

_____ YES, I would like to be included in all future pricing requests for road construction projects.

_____ No, I am not interested in being contacted regarding road construction projects.

Section 9: Culvert / Road Materials (Other)

Please indicate your company’s ability to provide additional road construction material including culverts, bridge repairs, emulsion, etc. All vendors will be registered with Kaufman County and pricing will be shared with each precinct. Please indicate discount amount available to Kaufman County precincts and minimum order requirements.

(Include list of all road construction material available and list of all road construction services that you can provide to Kaufman County Precincts with Unit pricing)

[ATTACH ADDITIONAL ITEMS FOLLOWING THIS PAGE]



COUNTY OF KAUFMAN | PURCHASING DEPARTMENT
100 N. Washington St. | Kaufman, Texas 75142
469-376-4548 | purchasing@kaufmancounty.net

RFP 20-25: Annual Contract – Various Road Materials, Hauling of Materials, Road Construction Services

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY: By submitting a response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government’s list of suspended, ineligible, or debarred entities. In the event of placement on the list between the time of solicitation submission and time of award, the Respondent will notify the Kaufman County Purchasing Agent. Failure to do so may result in terminating the contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATION: Effective September 1, 2017, Respondent verifies that they do not boycott Israel and will not boycott Israel during the term of this contract. The term “boycott Israel” is defined by Government Code Section 808.001, effective September 1, 2017. Respondent further verifies that they are not engaged in business with any foreign terrorist organization. The term “foreign terrorist organization” means an organization designed as a foreign terrorist organization by the United State Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES: The law states that a governmental entity may not enter certain contracts with a non-exempt business entity unless the business entity submits a disclosure of interested parties to the government entity. By submitting a response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Kaufman County Purchasing Agent, and/or requesting department, the “Certificate of Interested Parties”, Form 1295 as required, within ten (10) business days from notification of pending award, renewal, amended, or extended contract.

Signature

Printed Name

Date

This original, along with original signature MUST be returned with solicitation response

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

This original, along with original signature MUST be returned with solicitation response

RFP 20-25: Annual Contract – Various Road Materials, Hauling of Materials, Road Construction Services

Respondent References

Please list three (3) references, **other than Kaufman County**, who can verify your performance as a Vendor. Performance includes, but not limited to, sales and/or service, delivery, invoicing, and other items as may be required to Kaufman County to determine Vendor’s ability to provide the intended goods or service of the bid. Kaufman County **prefers** references to be from Government customers. References must be able to verify the quality of service Vendor’s company provides and that the Bidder has completed a project of similar size and scope of work in this response. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

Failure to supply required references **will** deem the bid as non-responsive and it will not be considered for award.

Bidder involvement with reference checks is not permitted. Only Kaufman County or its designee will conduct reference checks. Any deviation to this will result in rejection of your response.

REFERENCE ONE

Government / Company Name: _____
Address: _____
Contact Person and Title: _____
Telephone Number: _____
Email Address: _____
Scope of Work: _____
Contract Period: _____

REFERENCE TWO

Government / Company Name: _____
Address: _____
Contact Person and Title: _____
Telephone Number: _____
Email Address: _____
Scope of Work: _____
Contract Period: _____

REFERENCE THREE

Government / Company Name: _____
Address: _____
Contact Person and Title: _____
Telephone Number: _____
Email Address: _____
Scope of Work: _____
Contract Period: _____

This original, along with original signature MUST be returned with solicitation response

RFP 20-25: Annual Contract – Various Road Materials, Hauling of Materials, Road Construction Services

RESPONDENT SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this solicitation becomes the property of Kaufman County after the official opening.

The undersigned affirms the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a response.

The undersigned agrees, on behalf of Respondent, that if this response is accepted, to furnish all items/ services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this response will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this solicitation has not been prepared in collusion with any other Respondent, nor any employee of Kaufman County, and that the contents of this solicitation have not been communicated to any other Respondent or to any employee of Kaufman County prior to the official opening of this solicitation.

Respondent hereby assigns to purchase 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 United State, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this SOLICITATION package. ***Failure to sign and return this form will result in the rejection of the entire response.***

Signature: _____

Printed Name:		Title	
Company Name		Address City, State, Zip	
Email		Phone (office)	
Phone (cell)		COMPANY IS: Included in a Corporate Income Tax Return? [] Yes [] No	
Email			Corporation organized and existing under the laws of the State of:
Phone (Office)			Partnership consisting of:
Phone (Cell)			Individual trading as:
			Principal offices are in the City of:

This original, along with original signature MUST be returned with solicitation response

RFP 20-25: Annual Contract – Various Road Materials, Hauling of Materials, Road Construction Services

**Kaufman County Purchasing Department
Certification and Representations MWBE Status**

_____ is certified as a:

(Check one, if applicable)

DISADVANTAGED BUSINESS ENTERPRISE _____

MINORITY-OWNER BUSINESS ENTERPRISE _____

WOMEN-OWNED BUSINESS ENTERPRISE _____

A copy of the certification from _____ is attached.

**** NOTE ****

THIS DATA IS REQUESTED FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT AFFECT THE BID AWARD.

(SUBMISSION OF THIS INFORMATION IS NOT A REQUIREMENT)

- A. The contractor (successful bidder) and/or any subcontractor(s), if permitted, certifies complete compliance with the Federal Civil Rights Law and the Americans with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs, and transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- B. The contractor shall 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, age, color, religion, disability, gender, ancestry, national origin, or place of birth.
- C. Upon request by the Kaufman County, the contractor shall furnish all information on reports required to investigate his/her payrolls and personnel records, which pertain to current contract(s) with the County for purposes of ascertaining compliance with this non-discrimination certification.

RFP 20-25: Annual Contract – Various Road Materials, Hauling of Materials, Road Construction Services

NO-BID RESPONSE

In the event that your organization chooses not to submit a bid / proposal for this solicitation, the Kaufman County Purchasing Department is interested in the reasons why vendors have chosen not to submit bids / proposal in order to better serve the taxpayers of Kaufman County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- Could not meet specifications
- Items or materials requested not manufactured by us or not available to our company
- Insurance requirements too restricting
- Bond requirements too restricted
- Scope of services not clearly understood or applicable (too vague, too rigid, etc.)
- Project not suited to our organization
- Quantities too small
- Insufficient time allowed for preparation of bid / proposal
- Other – please specify:

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to:

Kaufman County Purchasing Department
100 N. Washington Street | Kaufman, Texas 75142
Email: purchasing@kaufmancounty.net

EXHIBIT A: Standard Insurance & Bonding Requirements

The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees, or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Purchasing Agent and approved by the County before work commences.**

62. Standard Insurance Policies Required:

- a) Commercial General Liability Policy
- b) Automobile Liability Policy
- c) Worker's Compensation Policy

General Requirements applicable to all policies:

- a) Only insurance carriers licensed and admitted doing business in the State of Texas will be accepted.
- b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c) "Claims Made" policies will not be accepted.
- d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Kaufman County.
- e) All insurance policies shall be furnished to Kaufman County upon request.

Commercial General Liability

- a) General Liability insurance shall be written by carrier with an A: VIII or better rating in accordance with the current Best Key Rating guide.
- b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage with Kaufman County named as an additional insured.
- c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

Automobile Liability

1. General Liability Insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
2. Minimum Combined Single Limit of \$600,000 per occurrence for bodily injury and property damage.

63. Workers Compensation Insurance – Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used. The worker's compensation insurance shall include the following terms:

- a) Employer's Liability limits of \$500,000 for each accident is required.

- b) "Texas Waiver of Our Right to Recover from Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.1(c) (7) of the Texas Administrative Code, the Proposal / Bid specifications, this agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Definitions:

Certificate of coverage ("certificate") – a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84) showing statutory worker's 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 ("subcontractors" in section 406.096 of the Texas Labor Code) – 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 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 which furnishes persons to provide services on the projects. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does NOT include activities unrelated to the project, such as food / beverage respondents, office supply deliveries, and delivery of portable toilets.

- The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that 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.
- The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- 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.
- 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 providing services on the project, and certificates of coverage showing coverage for all persons; and
 2. No later than seven (7) calendar 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.
 3. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) calendar 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.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker's 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.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that 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 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 certificates of coverage on file for the duration of the project and for one year thereafter;
6. notify the governmental entity in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or 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; with the certificates of coverage to be provided to the person for whom they are providing services.

By signing a contract with Kaufman County, or providing, or causing to be provided a certificate of coverage, 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, 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 administrative penalties, criminal penalties, civil penalties, or other civil actions.

CERTIFICATES OF INSURANCE shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a) The company is licensed and admitted doing business in the State of Texas.
- b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c) All endorsements and insurance coverage according to requirements and instructions contained herein.
- d) The form of the notice of cancellation, termination, or change in coverage provisions to Kaufman County.
- e) Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

64. Bonding Requirements. If applicable, a Bid Bond shall be required. Pursuant to the provision of Section 262.032(a) of the Texas Local Government Code, if the contract contemplated by this request is a bid for

the construction of public works, or will be under a contract exceeding \$100,000, Kaufman County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032(b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Kaufman County Commissioners Court and prior to commencement of the actual work, the successful vendor shall furnish a performance bond to Kaufman County for the full amount of the contract if the contract exceeds \$50,000. Said bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications, and contract documents associated with the contract.

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Local Government Code, if the amount of the contract awarded to the successful vendor exceeds \$25,000 the successful vendor shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. This bond must be issued to the County within ten (10) days of the award of the contract and before vendor begins the work.