



COUNTY OF ELLIS

Purchasing

Jodi Platt, Purchasing Agent

101 W. Main Street, Suite 203

Waxahachie, Texas 75165

972-825-5117

Request for Proposal:

2019-004

Concrete Improvements for Road and Bridge Precinct 2, Ennis, Texas

Proposals are due by 2:00 pm, Thursday, January 31, 2019

Pre-Proposal Meeting – January 23, 2019 at 10:00am

Location: Road and Bridge Precinct 2

1400 Oak Grove Road

Ennis, TX 75119

Vendor Name: _____

TABLE OF CONTENTS

Standard Terms & Conditions	Pages 3-10
Insurance Requirements	Page 11
Proposal Information	Pages 12-15
Conflict of Interest Questionnaire	Pages 16-17
Submittal Instructions	Pages 18-19
Certificate of Interested Parties (Form 1295)	Page 20
Compliance with Federal and State Laws	Page 21
Certification of Eligibility	Page 21
Disclosure of Interested Parties	Page 21
Respondent Debarment Form	Pages 22-23
Family Conflict of Interest Questionnaire	Page 24
Public Notice	Page 25
Request for Proposals Response Package Check List	Page 26
Appendix A	Page 27
Appendix B	Page 28
Appendix C	Page 29

A copy of the Ellis County Purchasing Manual can be found on the Ellis County website at co.ellis.tx.us.

This Table of Contents is intended as an aid to Respondents and not as a comprehensive listing of the proposal package. Respondents are responsible for reading the entire proposal package and complying with all specifications.

STANDARD TERMS & CONDITIONS

Ellis County is requesting proposals for the Ellis County Concrete Improvements for Road and Bridge Precinct 2, Ennis, Texas. All proposals must be submitted on the attached proposal forms. Proposals are solicited for furnishing the merchandise, supplies, services and/or equipment outlined in this document.

By returning this proposal with price(s) quoted, Respondents certify and agree to the following:

1. All delivery and freight charges are to be included, on the basis of deliveries being FOB destination, inside delivery, unless otherwise specified elsewhere in the proposal document.
2. If applicable, a packing list or other suitable documents shall accompany each shipment and shall show:
 - A. Name and address of Respondent;
 - B. Name and address of receiving department;
 - C. Ellis County, Texas Purchase Order Number;
 - D. Description of material shipped, including item numbers, quantity, number of containers, and package numbers (if any).
3. Alternate proposals will not be considered unless authorized by the proposal itself. If there are any questions as to the specifications or any part thereof, Respondent may submit a request for clarification to the Ellis County, Texas Purchasing Agent. **Such requests must be received in writing no later than five (5) days prior to the scheduled opening date or otherwise stated in proposal information.**
4. Ellis County, Texas reserves the right to require samples for testing. Any failure of a sample test shall be considered sufficient reason to reject a proposal.
5. Ellis County, Texas will not pay for unacceptable or unsatisfactory work.
6. Quantities indicated in the proposal are estimated based on the best available information. Ellis County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the negotiated price.
7. Prices for all goods and/or services shall be firm for the duration of any contract awarded and shall be stated on the proposal sheet(s). Prices shall be all-inclusive and guaranteed for the entire contract period. All prices must be written in ink or typewritten.
8. If a Respondent contemplates any additional or contingent costs of any kind, Respondent must indicate on the proposal sheet(s) or forfeit the right to payment for the same.

9. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the proposal. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted by best commercial practices, and best commercial practices shall prevail.
10. The Respondent shall affirmatively demonstrate Respondent's 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.
11. The proposal award shall be based on, but not necessarily limited to, the following factors:
 - A. Attendance to the pre-proposal conference
 - B. Total proposal price
 - C. Delivery date
 - D. Results of checking samples
 - E. Any special needs and requirements
 - F. Ellis County's experience with the products proposal
 - G. Vendor's past performance record with Ellis County
 - H. Vendor's safety record
 - I. Ellis County's evaluation of the vendor's ability

See proposal specifications for additional criteria

The County reserves the right to award in a lump sum or to multiple vendors as primary, secondary and tertiary award winners.

12. Invoices shall be sent to Ellis County Purchasing Department, 101 West Main, Suite 203, Waxahachie, Texas 75165. Invoices must detail the materials/equipment/services delivered and **must reference the Ellis County Purchase Order Number or Proposal Number including the expiration date.** Payments are processed after the Purchasing Department has verified that the material, equipment or services have been delivered in good condition and that no unauthorized substitutions have been made according to specifications. Neither a signed receipt nor payments shall be construed as an acceptance of any defective work/service, improper materials, or release of any claim for damage.
13. Items supplied under this contract shall be subject to approval by Ellis County. Item(s) found to be defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification, at no expense to Ellis County. Failure to pick up item(s) within one week will constitute a donation to Ellis County for disposition as deemed appropriate.

14. Only the Commissioners Court of Ellis County, Texas, acting as a body, may enter into any type of agreement or contract on behalf of Ellis County. Department heads, other elected or appointed officials, are not authorized to enter into any agreement or contract on behalf of Ellis County, or to agree to any supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's Attorney prior to any signature by the authorized County official. Invoices by Respondent that are at variance with this paragraph are void to the extent of that variance.
15. Whenever an article or material is defined by describing a proprietary product or by using the name of the manufacturer, the term "OR EQUAL" if not inserted shall be implied unless otherwise indicated by "NO SUBSTITUTIONS." The specified article or material shall be understood as descriptive. In case the unit price of an item differs from the extended price for the quantity proposal, the unit price shall govern.
16. 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.
17. The Respondent shall defend, indemnify, save, and hold harmless Ellis 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 of Respondent, or any negligent act or omission of the Respondent in performance of the work contemplated by this Contract.
18. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate city, Ellis County, or the State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
19. The Respondent shall obtain from the appropriate city, Ellis County, or the State of Texas the necessary permit(s) required by the ordinances of the city, County, or State, for the performance of the work.
20. The Respondent shall not sell, assign, transfer or convey the Contract in whole or in part, without the prior written consent of the County.
21. The Contract executed is enforceable in Ellis County, Texas, and if legal action is necessary, exclusive venue lies in the district courts of Ellis County, Texas.
22. The Contract shall be governed by, and construed in accordance with, the laws of the State of Texas and all applicable federal laws.

23. Funding Clause - Payments required to be made by Ellis County under the terms of this Contract shall be contingent upon and subject to the initial and continuing appropriation of funding for the Contract by and through the Commissioners Court of Ellis County, Texas.
24. Ellis County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, taxes must not be included in proposals tendered. Proposal prices offered must be complete and all inclusive. Ellis County will not pay additional taxes, surcharges or other fees not included in purposed prices.
25. Ellis County expressly reserves the right to accept or reject in part or whole, any proposals submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Ellis County.
26. In case any one or more of the provisions contained in this Contract 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 this Contract shall be considered as if such had never been contained herein.
27. Proposals may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Submissions 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.
28. The Contract 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 cannot be modified without the written consent of the parties. The Contract will be executed after determination of the award.
29. Insurance Requirements – See “Insurance Requirments” page 10 in this document.
30. Respondent must provide a certificate of insurance conforming to the standard referenced in the current proposal document as requirements or a statement of Respondent’s insurance carrier certifying that Respondent shall obtain the required coverage 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 proposal 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 Contract. All insurance requirements including Workers Compensation as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.
31. Ellis County may terminate the Contract at any time, without cause, upon thirty (30) days written notice to Respondent. It is further agreed by Respondent that Ellis County shall not be liable for loss or reduction in any anticipated profit.

32. If a Contract, resulting from an IFB/RFP/RFQ/CSP/RFQ is for the execution of a public work, the following shall apply:
- 32.1 In accordance with Texas Government Code 2253.021, a County that makes a public work Contract with a prime Contractor shall require the Contractor, before beginning work, to execute to the County a Payment Bond if the Contract is more than \$25,000.00. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law.
 - 32.2 In accordance with Texas Government Code 2253.021, a County that makes a public work Contract with a prime Contractor shall require the Contractor, before beginning work, to execute to the County a Performance Bond if the Contract is more than \$100,000. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law. Bonds may be required in accordance with state statutes as outlined in the specifications.
33. Ellis County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. It is the policy of Ellis County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Ellis County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Ellis County.
34. Respondents must provide the following information as part of this proposal:
- A. Form of business. (If a corporation, limited partnership or limited liability company, indicate the state of creation).
 - B. Name of contact person (single point of contact with the Respondent).
 - C. List of all criminal charges, lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - D. List all criminal charges, lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection or award of the Contract.
 - E. Current fiscal year-end and year-to-date financial statements.
35. Respondents or representatives of the Respondent are prohibited from contacting or communicating by any means with any consultant, employee, manager or elected official of Ellis County including the County Judge, Commissioners, County Engineer/Road

Administrator or Project Manager concerning this Proposal except for questions concerning the Proposal by Respondents directed through Jodi Platt, Ellis County Purchasing Agent by email to Purchasing@co.ellis.tx.us. **Failure to comply with this guideline will result in immediate disqualification from the proposal process.**

36. Ellis County reserves the right to reject any or all proposals, to award contracts to primary and secondary vendors, to reject materials/proposals not meeting specifications, and to increase or decrease quantities and to award separate contracts based on geographic locations. Proposals may be rejected, among other reasons, for any of the following specific reasons, which may include but not limited to:
 - A. Proposals received after the deadline set for receiving proposals.
 - B. Proposals containing irregularities.
 - C. Unbalanced value of items.

37. Respondents may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons, which may include but not limited to:
 - A. Reason for believing collusion exists among Respondents,
 - B. Reasonable ground to believe that any Respondent is interested in more than one proposal for the work contemplated.
 - C. The Respondent being interested in any litigation against the County.
 - D. The Respondent is in arrears on any existing contract of having defaulted on a previous contract.
 - E. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
 - F. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.
 - G. Respondents shall not owe delinquent property tax or be financially indebted to Ellis County.

38. Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of exposure and the verification of all information presented rests solely with the Respondent. Ellis County and its representatives will NOT be responsible for any errors or omissions in these specifications, nor for the failure of the part of the Proposer/Respondent to determine the full extent of the exposures.

39. **Hours of operation shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, closed from 12:00 p.m. to 1:00 p.m. for lunch.** Delivery dates are important to Ellis County and may be required to be a part of each proposal. The delivery date indicates a guaranteed delivery to Ellis County, Texas. Failure of the Respondent to meet guaranteed delivery dates or service performance could affect future County orders.

40. Breach of Contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Respondent.

41. The Contract will be governed by the laws of the State of Texas. Should any portion of the contract conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the Contract shall remain in effect. The Contract is performable in Ellis County, Texas.
42. All delivery and freight charges (FOB Inside delivery at the Entity's designated locations) are to be included as part of the proposal/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal/quote/proposal price. The Entity will pay no additional freight/delivery/installation/setup fees.
43. Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a proposal or proposal in response to this solicitation, the Respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of proposal/proposal submission and time of award, the Respondent will notify the County Purchasing Agent. Failure to do so may result in terminating this Contract for default.
44. It is the Respondents' sole responsibility to print and review all pages of the proposal document, attachments, questions and their responses, addenda, and special notices. The Proposal Signature Form must be signed and returned. Failure to provide a signature on this form renders proposal non-responsive. Failure to complete and the submission of all required forms, including but not limited to the Reference Page, Certification of Eligibility, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of the entire proposal.
45. Debarment - By submitting this offer and signing this certificate, this Respondent swears as follows: Pursuant to Appendix A to 49 CFR (Code of Federal Regulations), Part 29, the Respondent and/or its principles are not debarred, suspended, or ineligible for this award nor would preclude the Respondent and/or its principles receiving a federally funded contract. If Respondent or its principles cannot complete the Debarment Form, then Respondent must provide a full written explanation.
46. CONFLICT OF INTEREST COMPLIANCE FORM – This form is required in conjunction with House Bill 914, which went into law September 1, 2005, and became effective January 1, 2006. This is a two-page form, the first of which is a Notice to Respondent and the remaining page is the Conflict of Interest Questionnaire. Response to this fulfills requirements under Chapter 176, Section 176.006 (a) of the Texas Local Government Code. Respondents are required to complete this and include in their response, if applicable. If no conflict exists, Respondents are required to complete and include the NO CONFLICT OF INTEREST QUESTIONNAIRE, included in this RFP.

NOTE: Submitting a Conflict of Interest Disclosure Statement does not necessarily disqualify a Respondent from receiving a Contract, but are examined on a case-by-case basis.

47. **FAMILY CONFLICT OF INTEREST QUESTIONNAIRE** – This Questionnaire must be completed by every individual or entity that contracts or seeks to contract with Ellis County for the sale or purchase of property, goods, or services. Family or family relationship means a member of an individual’s immediate family, including spouse, parents, children (whether natural or adopted), aunts, uncles, and siblings.

For individuals and/or entities who contract or seek to contract with Ellis County for the sale or purchase of any property, goods, or services: Identify each and every family relationship between yourself (and any member of your family) and any full-time Ellis County employee (and any member of such employee’s family). Please include the name and sufficient information that will allow proper identification of any named individual.

NOTE: Submitting a Family Conflict of Interest Statement does not necessarily disqualify a Respondent from receiving a Contract, but are examined on a case-by-case basis.

INSURANCE REQUIREMENTS

- A. Prior to execution of the Contract, the successful Respondent shall take out, pay for and maintain at all times during the execution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Ellis County.
1. Workers' Compensation – statutory (see TWCC rule 110.110)
 2. Employer's liability - \$500,000
 3. Comprehensive Commercial General Liability:
 - a) Bodily Injury/Personal Injury - \$1,000,000 per occurrence \$2,000,000 aggregate
 - b) Property Damage - \$1,000,000 aggregate
 4. Automobile liability
 - a) Bodily injury - \$100,000 per accident or \$500,000 aggregate
 - b) Property damage - \$100,000 each occurrence
 5. Contractual liability - same limits as above.
- B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- C. Required Provisions:
1. Proof of insurance - all certificates of insurance will be required in duplicate and filed with the Purchasing Agent at 101 West Main, Suite 203, Waxahachie, TX 75165.
 2. As to all applicable coverage, certificates shall name Ellis County and its officers, employees, and elected representatives as an additional insured.
 3. All copies of the certificates of insurance shall reference the project name and proposal number for which the insurance is being supplied.
 4. The contractor agrees to waive subrogation against Ellis County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
 5. The contractor vendor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Ellis County with the proper documents verifying the coverage.
 6. Ellis County named as “additional insured” not “additional named insured.”
 7. Deductible shall be \$5,000 or less on each of the above-listed coverage.

PROPOSAL INFORMATION

ELLIS COUNTY CONCRETE IMPROVEMENTS FOR ROAD AND BRIDGE PRECINCT 2, ENNIS, TX

Ellis County is seeking a qualified vendor to submit a written proposal for requested improvements to the entrance of Road and Bridge Precinct 2.

Sealed proposals shall be received no later than 2:00 P.M. on Thursday, January 31, 2019.

Return sealed proposals to:

Jodi Platt, CPP
Purchasing Agent
Purchasing Department
Ellis County
101 W. Main St., Suite 203
Waxahachie, TX 75165
972-825-5117

I. SCHEDULE OF IMPORTANT DATES

The schedule for this project is as follows:

- | | |
|---|--------------------------|
| • <i>Release RFP to Vendors:</i> | <i>January 16, 2019</i> |
| • <i>Advertising Dates</i> | <i>January 20, 2019</i> |
| | <i>January 27, 2019</i> |
| • <i>Pre-Proposal Conference</i> | <i>January 23, 2019</i> |
| • <i>Question Submission Deadline</i> | <i>January 23, 2019</i> |
| • <i>Proposal Submission Deadline:</i> | <i>January 31, 2019</i> |
| • <i>Tentative - County Commissioners' Court consideration of proposal award:</i> | <i>February 12, 2019</i> |

II. SUBMITTAL INFORMATION

Qualified respondents shall submit the sealed RFP response by 2:00 p.m., January 31, 2019, to the contact below. No emailed or faxed copies will be accepted.

Jodi Platt, CPP
Purchasing Agent
Ellis County Purchasing
101 W. Main St., Suite 203
Waxahachie, TX 75165
972-825-5117
Purchasing@co.ellis.tx.us

All questions before the closing date should be directed to the Ellis County Purchasing Agent via e-mail to Purchasing@co.ellis.tx.us or by phone at 972-825-5117. Inquiries should refer to specific section numbers of this RFP. All expenses of proposal preparation, up to and including on-site interview are not reimbursable by Ellis County and are at the sole discretion of the Respondent.

III. SCOPE OF WORK

- Appendix A – Evaluation Worksheet
- Appendix B – Project Site Layout
- Appendix C – Construction Notes

IV. PROPOSAL PRICING

PLEASE PROVIDE YOUR BID TO PERFORM THE SCOPE OF WORK FOR THE CONCRTE IMPROVEMENTS FOR ROAD AND BRIDGE PRECINCT 2 BELOW.

Having read and examined the specifications and the scope of work we propose the following:

Respondent shall perform all work described for the stipulated in Attachment A and Attachment B for the sum of

_____ Dollars

(\$ _____).

Please supply the availability and proposed start date for project.

Start date option 1 _____

Start date option 2 _____

Name of Respondent

Name and Title of Officer (Print)

Name and Title of Officer (Signature)

V. SUBMISSION REQUIREMENTS

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

1. Business Classification (check or specify all that apply):

Individual: _____

Partnership: _____

Corporation: _____

Women or Minority Owned: _____

Non-Profit: _____

2. Name of Owner: _____

3. Does Respondent maintain the minimum insurance as specified in the Terms & Conditions?

Yes: _____

No: _____

Insurance Broker Name: _____

Phone: _____ Fax: _____

4. Are there claims pending against this insurance policy?

Yes: _____

No: _____

If yes, describe: _____

5. During the past five years, has the Respondent been involved in any bond litigation or claims that exceed 10% of the proposed contract cost?

Yes: _____

No: _____

If yes, please attach an explanation.

6. Has Respondent been in bankruptcy, reorganization or receivership in the last five years?

Yes: _____

No: _____

7. Has respondent been disqualified by any public agency from participation in public contracts?

Yes: _____

No: _____

8. Is the Respondent the subject of, or been the subject of, any investigations or audits by any agencies having regulatory status over the respondent's operations?

Yes: _____

No: _____

9. Is the Respondent licensed for doing business in Texas?

Yes: _____

No: _____

10. Does the Respondent agree that all assigned representatives shall agree to submit to a background investigation, if required by the County? This would only be requested of the winning company that enters into a contract.

Yes: _____

No: _____

The undersigned respondent has carefully examined the Request for Proposal and the Certification included herein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Ellis County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from respondent's respondent as furnished by respondent herewith.

The following information should be completed and submitted with your proposal.

Company Name	
Address	
City, State, Zip	
Phone Number	
E-mail Address	
Tax Identification Number	
Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	
Date	

VI. CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ INCLUDED)

The Conflict of Interest Questionnaire is a requirement from the passage of House Bill 914 during the 2005 Legislative Session. It has been enacted as Local Government Code Chapter 176 and became effective on January 1, 2006. The law requires a vendor that wishes to conduct business or be considered for business with a local government to file a “conflict of interest questionnaire.” The Texas Ethics Commission created the questionnaire.

Please note that this questionnaire should be completed and submitted with your proposal. This is a requirement of State Law. Any questions regarding the completion of the form should be directed to your attorney. Any comments or complaints about this form should be directed to your State Representative. All information provided will be posted on the internet as required by law.

The form below is a requirement and must be completely filled out in order to be considered for award.

1. Personal Conflicts of Interest

a. Are you in any way related to an elected or appointed Ellis County Official?

Yes _____ No _____

If your answer is “yes”, please describe the nature of the relationship.

b. Is any member of your family or extended family related to an elected or appointed Ellis County Official?

Yes _____ No _____

If your answer is “yes” please describe the nature of the relationship.

c. Do you or any member of your family owe delinquent taxes to Ellis County or any other Public or Federal agency?

Yes _____ No _____

If your answer is “yes” please explain in full.

2. Respondent or Business Conflicts of Interest

a. Are any of your business partners or associates related to an elected or appointed Ellis County Official?

Yes _____ No _____

If your answer is “yes”, please describe the nature of the relationship.

b. Are any of your business partner's or associates' families or extended families related to an elected or appointed Ellis County Official?

Yes _____ No _____

If your answer is "yes", please describe the nature of the relationship.

c. Do any of your partners or associates or any members of their family owe delinquent taxes to Ellis County or any other Public or Federal agency?

Yes _____ No _____

If your answer is "yes" please explain in full.

d. Are you, your business partners or associates in any way, (financially or otherwise), involved with an elected or appointed Ellis County Official?

Yes _____ No _____

If your answer is "yes", please describe the nature of the relationship.

e. Are you, your business partners, or any of your/their extended families in anyway, (financially or otherwise), involved with an elected or appointed Ellis County official?

Yes _____ No _____

If your answer is "yes", please describe the nature of the relationship.

I DO HEREBY ATTEST TO THE FACT THAT THE INFORMATION LISTED ABOVE IS THE TRUTH.

Name of Respondent

Name and Title of Officer (Print)

Name and Title of Officer (Signature)

VIII. SUBMITTAL INSTRUCTIONS

1. The sealed envelope or package containing the completed proposal(s) should be marked legibly on the outside and the description of the item(s) being proposed as shown on the cover sheet of this Request for Proposals.
2. Respondent shall sign and date the proposal as provided within the RFP. The person signing the proposal must have the authority to bind the firm in a contract. Proposals which are not signed and dated in this manner may be rejected.
3. The Respondent shall submit, within the sealed envelope or package, two (2) bound copies of proposal documents. All documents shall be received in the Ellis County Purchasing Office, located at 101 West Main Street, Suite 203 Waxahachie, Texas 75165, by the deadline shown on the cover sheet of this Request for Proposals. Proposals received after the deadline may be rejected at the County's option. Ellis County is not responsible for lateness or nondelivery of mail, carrier, etc. The proposal will be date/time stamped in the Purchasing Office when received, and this will be considered to be the official time of receipt.
4. Facsimile transmittals and electronic transmittals will not be accepted unless stated otherwise within the specifications.
5. Ellis County, Texas, reserves the right to reject any or all proposals as it shall deem to be in the best interests of Ellis County. Receipt of any proposal shall be under no circumstances obligate Ellis County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible Respondent, whose proposal is determined to be the best fit and highest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors outlined in the Request for Proposals (see Appendix A for scoring criteria).
6. Proposals cannot be altered or amended after the submission deadline. Any alteration or erasure made before opening by the County must be initialed by the signer of the proposal, guaranteeing authenticity.
7. A proposal may not be withdrawn or canceled by the Respondent without the permission of the County for ninety (90) days following the date designated for the receipt of proposals, and Respondent so agrees upon submittal of his proposal.
8. Ellis County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.
9. All proposals meeting the intent of this Request for Proposals will be considered for the award. Respondents taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions, and shall hold the Respondent responsible for performing in strict accordance with the specifications in this Request for Proposals. Ellis County reserves the right to accept any, all or none of the

exception(s)/substitution(s) deemed to be in the best interest of the County.

10. Any interpretations, corrections or changes to this Request for Proposals and specifications will be made by addendum. The sole issuing authority of such addendum(s) shall be vested in Ellis County.
11. Proposals must comply with all applicable federal, state, county and local laws concerning these types of services.
12. The apparent silence of these specifications as to any detail or the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
13. A prospective Respondent must affirmatively demonstrate Respondent's responsibility. A prospective Respondent must meet the following requirements:
 - Have adequate financial resources, or the ability to obtain such resources as required;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics; and
 - Be otherwise qualified and eligible to receive an award.

Ellis County may request representation and other information sufficient to determine Respondent's ability to meet these minimum standards.

Ellis County is aware of the time and effort you expend in preparing and submitting proposals to the County. Please let us know of any proposal requirements causing you difficulty in responding to our Request for Proposals. We want to facilitate your participation so that all responsible vendors can compete for the County's business.

If you have any questions concerning this Request for Proposals and specifications, please contact Ellis County Purchasing Agent.

IX. CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

The Filing Process:

1. Prior to award by Commissioners Court, your firm will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print, sign and notarize Form 1295.
3. **Within ten (10) business days** from notification of pending award by the Ellis County Purchasing Agent, the completed Form 1295 **must** be submitted to Ellis County.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to an Ellis County contract.

Instruction and information are available at <https://www/ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

**BY SIGNING ON THE "COMPLIANCE PAGE"
YOUR FIRM AGREES TO ADHERE TO HB 1295 REFERENCED ABOVE.**

X. COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a bid or proposal in response to this solicitation, the Respondent/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list at the time of bid/proposal submission and time of award, the Respondent/proposer will notify the Ellis County Purchasing Agent. Failure to do so may result in terminating this contract for default.

DISCLOSURE OF INTERESTED PARTIES

By submitting a bid or proposal in response to this solicitation, the Respondent/Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Ellis County Purchasing Agent, or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within ten (10) business days from notification of award, renewal, amended or extended contract.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

Signature _____ **X**

THIS FORM MUST BE SIGNED.

THE ORIGINAL WITH ORIGINAL SIGNATURE AND ONE (1) COPY MUST BE RETURNED WITH BID!

XI. RESPONDENT DEBARMENT FORM

NOTICE TO RESPONDER: This document should be signed to be deemed eligible for the award. Please submit this document with your bid submittal. Respondent's signature affirms compliance with the following:

I. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(a) In accordance with the provisions of Appendix A to 49 CFR (Code of Federal Regulations), Part 29, the Respondent certifies to the best of the Respondent's knowledge and belief, that it and its principals:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government department or agency, including the Universal Service Administration Company (USAC) for the administration of the ERate Rules;

(2) have not within a three (3) year period preceding this offer been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in (a)(2) above; and

(4) have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.

(b) Where the Respondent is unable to certify to any of the statements above, the Respondent shall attach a full explanation to this offer.

(c) For any subcontract at any tier expected to equal or exceed \$25,000:

(1) In accordance with the provisions of Appendix B to 49 CFR, Part 29, the prospective lower tier sub-contractor certifies, by submission of this offer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to the statement, above, an explanation shall be attached to the offer.

(3) This certification (specified in paragraphs (c)(1) and (c) (2), above, shall be included in all applicable subcontracts and a copy kept on file by the

prime Respondent. The prime Respondent shall be required to furnish copies of the certifications to the Authority upon request.

SIGNATURE OF RESPONDENT: _____

PRINTED/TYPED NAME OF RESPONDENT: _____

COMPANY NAME: _____

TELEPHONE #: _____ **DATE:** _____

XII. FAMILY CONFLICT OF INTEREST QUESTIONNAIRE

This Questionnaire must be completed by every individual or entity that contracts or seeks to contract with Ellis County for the sale or purchase of property, goods, or services.

The questionnaire(s) required by this policy shall be filed with the Ellis County Purchasing not later than the seventh (7th) business day after the date that the individual or entity begins contracts discussions or negotiations with Ellis County or submits to Ellis County an application, response to a request for proposals or bids, correspondence, or other writing related to a potential agreement with Ellis County. If the individual or entity becomes aware of new facts or change of facts that would make the completed questionnaire(s) inaccurate, the individual or entity shall file an amended questionnaire(s) within seven (7) days of the date the individual or entity first learned of the new facts or changes in facts.

Family or family relationship means a member of an individual’s immediate family, including spouse, parents, children (whether natural or adopted), aunts, uncles, and siblings.

For individuals who contract or seek to contract with Ellis County for the sale or purchase of any property, goods, or services:

Identify every family relationship between yourself (and any member of your family) and any full-time Ellis County employee (and any member of such employee’s family) (please include the name and sufficient information that will allow proper identification of any named individual):

For entities that contract or seek to contract with Ellis County for the sale or purchase of property, goods, or services:

Identify every full-time Ellis County employee (and any member of the employee’s family) who serves as an officer or director of the entity, or holds an ownership interest of 10 per cent or more in the entity (please include the name and sufficient information that will allow proper identification of any named individual):

If more space is required, please attach a second page. If the answer to any question is none, or not applicable, please write “None” or “Not Applicable” in the space reserved for that answer. “I certify that the answers contained in this questionnaire are true and correct.”

SIGNATURE OF RESPONDENT: _____

PRINTED/TYPED NAME OF RESPONDENT: _____

COMPANY NAME: _____

TELEPHONE #: _____ **DATE:** _____

PUBLIC NOTICE

ELLIS COUNTY PURCHASING AGENT, JODI PLATT, WILL DISTRIBUTE SPECIFICATIONS AND RECEIVE SEALED PROPOSALS IN THE PURCHASING DEPARTMENT 101 WEST MAIN, SUITE 203, HISTORIC ELLIS COUNTY COURTHOUSE, WAXAHACHIE, TEXAS 75165 UNTIL THURSDAY, JANUARY 31, 2019 AT 2:00 PM. THE SPECIFICATIONS WILL BE AVAILABLE ON ELLIS COUNTY'S WEBSITE @ www.co.ellis.tx.us UNDER THE PURCHASING DEPARTMENT.

RFP-2019-004

CONCRETE IMPROVEMENTS FOR ROAD AND BRIDGE PRECINCT 2, ENNIS, TEXAS

DATES TO RUN AD: One (1) time Friday, January 18, 2019 and one (1) time Friday, January 25, 2019.

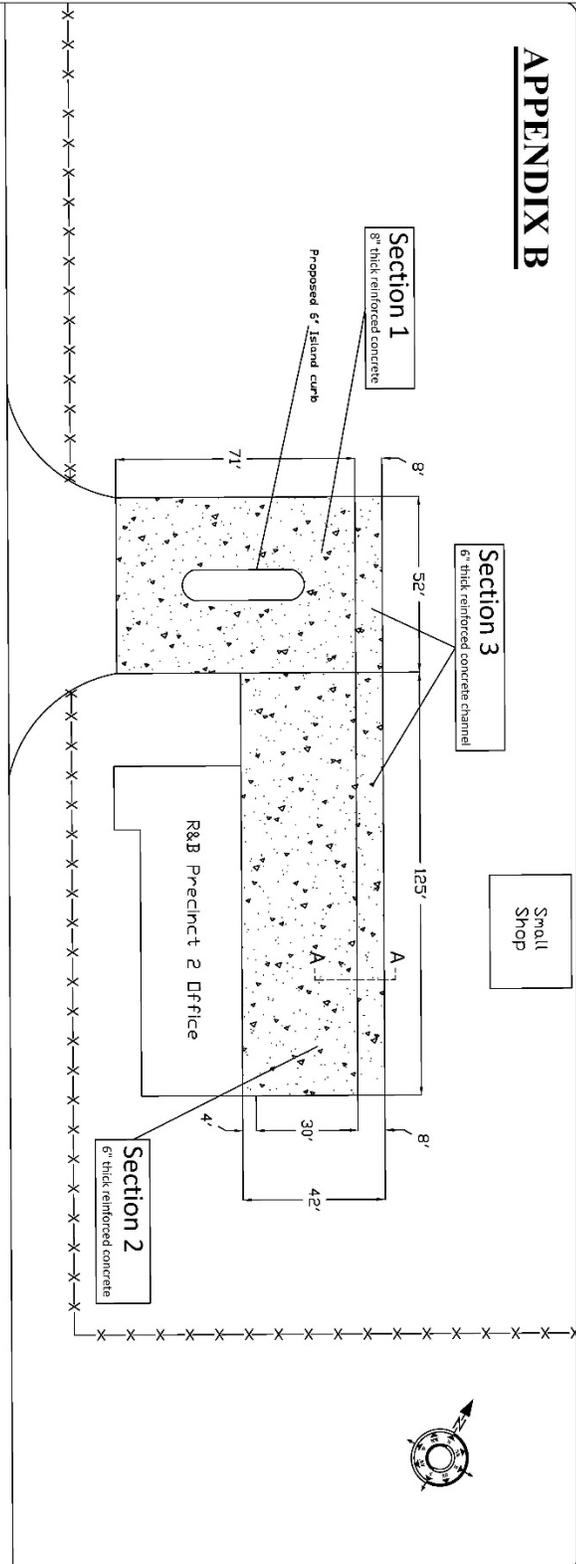
Ellis County Purchasing
101 West Main, Suite 203
Waxahachie, TX 75165
Office: 972-825-5117
Fax: 972-825-5119

REQUEST FOR PROPOSALS RESPONSE PACKAGE CHECK LIST

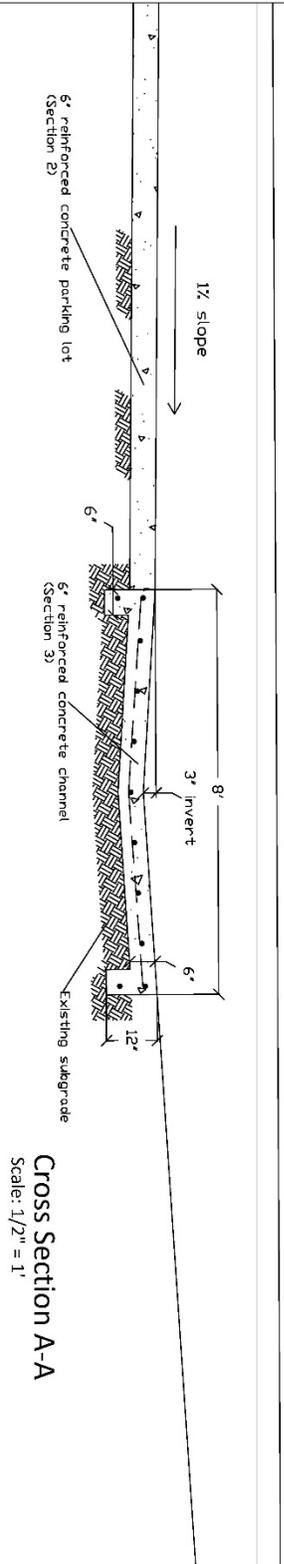
Response package should include the following documents:

Required Forms	Included in Submission Packet
1. Certificate of Insurance	
2. Bond Requirement Acknowledgement Form	
3. HB 1295 – Certificate of Interested Parties	
4. Compliance Form	
5. Debarment Form	
6. Family Conflict of Interest Form	
7. Contract Signature Form	
8. Proposal Pricing Sheet	
9. W-9	

APPENDIX B



Site Layout
Scale: 1" = 30'



Cross Section A-A
Scale: 1/2" = 1'

Revision	Date	01/02/2019	Scale	As Shown
	Drawn By:	J. Jackson, P.E.		
	Checked By:	T. Kanoff, P.E.		
R&B Precinct 2 Improvements				
Road and Bridge Precinct 2				
Sheet Title	Site Layout	Cross Section	Sheet Number	1 of 2
			Itaska County Engineering Department 109 South Jackson Street Waukegan, WI 53157 Phone: (920)525-5112	

Section 1 Construction Notes:

1. Install approximately 3,400 sq.ft of 8" thick reinforced concrete
2. Concrete to be reinforced by #4 bars @ 12" O.C.E.W.
3. All concrete shall be minimum 3000 psi compressive strength and 4" maximum slump
4. All rebar shall be lapped a minimum of 30 bar diameters
5. Dowel #4 bars a minimum of 12" long @ 12" O.C. into existing concrete approach at FM 1183 / South Oak Grove Road (stagger with existing rebar)
6. Install 6" island curb as shown (approximately 36' x 8')
7. Install expansion joints as needed
8. Saw cut and seal as needed
9. Subgrade to be prepared by Ellis County

Section 2 Construction Notes:

1. Install approximately 4265 sq.ft of 6" thick reinforced concrete
2. Concrete to be reinforced by #4 bars @ 18" O.C.E.W.
3. All concrete shall be minimum 3000 psi compressive strength and 4" maximum slump
4. All rebar shall be lapped a minimum of 30 bar diameters
5. Provide saw cuts, install expansion joints, and dowel as needed
6. Subgrade to be prepared by Ellis County

Section 3 Construction Notes:

1. Install approximately 1,416 sq.ft of 6" thick reinforced concrete pilot channel (See Section A-A) at 0.5% slope minimum
2. Concrete to be reinforced by #4 bars @ 12" O.C.E.W.
3. All concrete shall be minimum 3000 psi compressive strength and 4" maximum slump
4. All rebar shall be lapped a minimum of 30 bar diameters
5. Provide saw cuts, install expansion joints, and dowel as needed
6. Subgrade to be prepared by Ellis County

APPENDIX C

Revisions	Date	01/02/2019	Sheet Title	General Notes	Sheet Number	2 of 2	Ellis County Engineering Department
	Scale:	As Shown	R&B Precinct 2 Improvements	Road and Bridge Precinct 2	2 of 2		107 South Jordan Street Waskom, TX 75789 Phone: (972)855-5112
	Drawn By:	J. Jackson, P.E.					
	Checked By:	T. Kammor, P.E.					