

**Requests for Proposals
Contracted Hauling & Disposal Services
RFP Reference No. 20-01**



Jackson County, Texas

SUBMIT PROPOSALS TO:

Jackson County Auditor
Michelle Darilek/RFP#2020-Hauling
411 N Wells, Room 201
Edna, TX 77957

SUBMIT NO LATER THAN:

Thursday, Nov 5, 2020
2:00 PM (Central)

MARK ENVELOPE

RFP 20-01
Contract Hauling

*Requests for information must be in writing via email
and directed to:*

Michelle Darilek, CPA
Jackson County Auditor
m.darilek@co.jackson.tx.us

*Results will not be given by telephone.
Results will be provided after final agreement
approved by the Jackson County Commissioners
Court*

***ALL RFPs MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE AUDITOR'S OFFICE OF JACKSON COUNTY ON OR
BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

RFPs RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Jackson County website no later than 48 hours prior to bid opening.)
- Submit responses in accordance with requirements stated on the cover of this document.
 - DO NOT submit responses via email or fax.

Prepared 10/20/20
Issued 10/21/20

Vendor Information and Certification

Legal Name of Contracting Company Federal ID Number or Social Security Number

Telephone Number Facsimile Number

Complete Mailing Address (for Correspondence)

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Email Address

Name of Representative authorized to sign for Vendor:

Name and Title	Signature

All specifications and terms and conditions of the RFQ have been read.
The information contained in the Requests for Qualifications is true and complete.
I certify that the above information is correct:

Name and Title	Signature
Date:	

THIS FORM MUST BE RETURNED WITH PROPOSAL

**REQUEST FOR PROPOSAL
NO. RFP 20-01
CONTRACTED HAULING & DISPOSAL SERVICES**

PROJECT SUMMARY

The Commissioners’ Court of Jackson County is requesting proposals from qualified and experienced firms for the hauling and disposal of solid waste, and possibly recyclables, from the Jackson County Solid Waste Transfer Station and Recycling Center to a licensed disposal facility. The Jackson County Solid Waste Transfer Station and Recycling Center will hereinafter be known as the Transfer Station.

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required documents, attachments, and submissions will constitute the bid.

General, Process or Technical Questions concerning this solicitation should be directed to Michael Luera, Transfer Station Site Manager, at m.luera@co.jackson.tx.us.

Jackson County reserve the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards

No oral explanation or instructions will be given by Jackson County officials or employees in regard to the meaning of the proposal specifications before the award of the contract unless authorized by the Jackson County Auditor or their designee. Requests from interested proposers for additional information or interpretation of the information included in the specifications should be directed to Michelle Darilek, Jackson County Auditor by email only at m.darilek@co.jackson.tx.us.

SCOPE OF SERVICES

Jackson County seeks a qualified firm to provide or to furnish all labor and equipment necessary for the hauling and disposal of solid waste from the Jackson County Transfer Station and Recycling Center, 205 CR 4141, Ganado, TX 77962, to a licensed disposal facility in accordance with all applicable State and Federal regulations. In addition, firms have the option to propose on the hauling of all or some of the recyclable materials to a recycling facility or facilities.

GENERAL

The Jackson County Solid Waste Transfer Station and Recycling Center (“Transfer Station”) is a licensed MSW Transfer Station. The Transfer Station currently has a stationary compactor and three (3) 40 cubic yard compactor containers. For fiscal year 2019, the Transfer Station transferred and disposed of approximately 1,785 Tons of solid waste. Fiscal year 2020 is estimated to be approximately the same amount. These totals include both compacted solid waste and noncompacted construction and demolition waste.

The Transfer Station accepts the following materials for recycling:

Cardboard	Aluminum and tin	<i>Transfer Station will continue to dispose</i>
Newspaper	Glass	Metal
Mixed paper	Plastics #1-#7	Used Oil/Antifreeze
		Tires

Currently the citizen must separate all recyclables and place in the appropriate container. Paper products are placed in gaylord boxes and strapped when full. Plastic containers and cardboard are baled and strapped. The Transfer Station recycled approximately 57 tons of paper/cardboard, 9.8 tons of plastic 20 tons of glass and 2.4 tons of aluminum in fiscal year 2019.

Sec. 1
RFP PROPOSAL INFORMATION FOR CONTENT & SUBMITTAL PROCEDURES

SEC. 1-A: PROPOSAL EVALUATION

Jackson County will review all qualified responses to this RFP and select the proposal that is determined to be in the best public interest in accordance with the intent of this RFP. All proposals will first be screened for adherence to the requirements of this RFP. The Entities will not consider non-responsive proposals. A non-responsive proposal is a proposal that was not timely submitted or fails to meet the material terms and conditions of this RFP as determined by the County.

The County reserves the right to waive any informality in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals. **The decision of the County shall be final.**

SEC. 1-B: RFP CRITERIA

The Proposals received in response to this RFP will be evaluated and ranked by the designee(s) for Jackson County in accordance with the process and evaluation criteria contained below. Responses will be evaluated using the material and substantiating evidence presented in the response, and not on the basis of what is inferred. After thoroughly reading and reviewing this RFP, each designee(s) for Jackson County will conduct their independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table. Point assignments for each evaluation criterion will be at the discretion of each designee(s) for Jackson County. Total point assignments from each designee(s) will be added together for a total overall score. This total score for each Proposer will determine the order of the Proposer's ranking.

Evaluation Criteria	Maximum Points
Qualifications/Experience	30
Resources and Availability	25
Project Approach and Management	20
Proposed Cost	25
TOTAL	100

SEC. 1-C: TIMELINE

<u>Milestone</u>	<u>Date</u>
RFP Published	10/21/2020
Deadline for Questions	11/3/2020 @ 2:00 PM (CST)
Submission Due Date	11/5/2020 @ 3:00 PM (CST)
Commissioners Court Permission to Negotiate	11/10/2020
Interviews, if necessary	TBA

SEC. 1-D: PRE-SUBMITTAL INSPECTION

Proposers are encouraged to conduct a Pre-Submittal Inspection of the Jackson Country Solid Waste Transfer Station & Recycling Center to familiarize themselves with the conditions that exist or difficulties that may be encountered in the execution of the services under the Proposed Agreement. Please contact Mike Luera, Site Manager, to set up a site-visit.

SEC. 1-E: ADDITIONAL INFORMATION

Proposals may be obtained from the Jackson County website, www.co.jackson.tx.us, under the Bid Notices and Results or at the office of Jackson County Auditor, Michelle Darilek-CPA, at 411 N. Wells, Room 201, Edna, Texas 77957. All questions must be received prior to the close of business on the date specified in *SEC. C (Timeline)*.

SEC. 1-F: PROPOSAL SUBMISSION PROCEDURES

All proposals must be received before **2:00 P.M. CST**, on the date specified in *SEC. C (Timeline)*

Jackson County Auditor Office
Attn: Michelle Darilek / RFP#20-01-Contract Hauling
411 N. Wells-Rm 201
Edna, Texas 77957

To be considered, a proposal must be received by the time/date as listed in *SEC. C (Timeline)*. Proposals postmarked by but not received by **2:00 P.M. CST**, on the date specified in *Sec. C (Timeline)* will not be considered. If proposals are sent by mail to the Jackson County Auditor, the Proposer shall be responsible for actual delivery of the Proposal package to the Jackson County Auditor. If mail is delayed either in the postal service or in the internal mail system of Jackson County beyond the date and hour set for the Proposal opening, proposals thus delayed will not be considered and will be disposed of as authorized. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

- The complete Original Proposal and Seven (7) Paper Copies of the completed Proposal and must be submitted in a sealed envelope/package.
- Original proposal must be clearly marked "ORIGINAL" and contain all original signatures in blue ink.
- Proposers shall file all documents necessary to support their proposal and include them with their proposal.
- All proposals shall be marked **RFP 20-01 Contract Hauling**.
- Proposals must include the name of the company submitting the proposal
- Any proposal received after the date and hour set for Proposal Opening (*SEC. C Timeline*) will not be accepted. Proposers will be notified.
- Right of Withdrawal - Proposals may not be withdrawn before the expiration of ninety (90) days from the proposal due date. Alterations made before opening time must be initialed by Proposer guaranteeing authenticity. Proposals become the property of the Entities and may not be amended, altered or withdrawn without the recommendations of the Jackson County Auditor and the approval of the Jackson County Commissioners Court.
- Gratuity Prohibition – Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of Jackson County, for influencing consideration of this proposal.

SEC. 1-G: PROPOSAL CONTENT:

Proposals submitted in response to this RFP should follow the format described below. Proposers are asked to respond fully and accurately to all questions/requests. Proposers are strongly encouraged to review the feasibility of their proposals prior to submission. Proposals should be organized and shall respond to each of the Criterion listed below in the same order listed. **ORIGINAL PROPOSAL SHALL BE EASILY REPRODUCIBLE. DO NOT BIND OR STAPLE ORIGINAL.**

The failure of any Proposer to provide detailed information regarding proposal content may result in the reduction of points in the evaluation process. Provide clear, detailed responses to each criterion below:

A. Qualifications / Experience:

Describe your firm’s qualifications and experience for providing Jackson County the requested services. Include the following at the minimum in your response:

- a-1 Length of time in business
- a-2 Length of time in providing proposed services
- a-3 Number of clients
- a-4 Number of clients in public sector

- a-5 *Disputes*- List of all active, and pending investigations, indictments, or litigation, audits or lawsuits, by any Federal, State, or local jurisdiction against the Proposer, any officer or director thereof, or management personnel or any Affiliate or related company or any companies related to or affiliated with any Principal of the Proposer.
- a-6 *Contracts Terminated*- Provide a list of any contracts that have been terminated unfavorably or that have been unsuccessful within the past five (5) years. Explain the reason for termination and include contact names, titles, and phone numbers/email address.
- a-7 *Litigation or Regulatory Action*- Provide a statement of any litigation or regulatory action for waste hauling and disposal facilities non-compliance, noting any violations of permits, fines or penalties, that has been filed against your firm(s) in the last three (3) years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect.

B. Resources & Availability:

This section shall clearly define the availability of the Proposer's managers and key personnel and equipment, as well demonstrate the Proposer's financial capability. At a minimum, the Proposer shall provide the following:

- b-1 *Personnel*-Number of full-time employees and area of involvement:
- b-2 *Subcontractors* - Provide a subcontractor plan to include a clear description of the percentage of work to be contracted out and how subcontractors will be notified to comply with all requirements. Indicate participation by local subcontractors.
- b-3 *Equipment*-Provide details of any equipment to be provided by the Proposer. Include the number, capacities, types and manufacturers of vehicles and trailers and equipment to be used to transport waste from the Transfer Station to a licensed disposal facility or recycling facility.
- b-4 *Current Workload/Contracts*-Provide a list of the Proposer's contractual obligations for hauling services. Include name of entity and their contact information. Describe firm's ability to manage multiple contracts. Provide reasonable assurance that such contracts will not interfere with or preclude the awarded firm from adequately meeting the Transfer Station's transportation needs at all time.
- b-5 *Financial Statement*-Provide Proposer's balance sheet and statement of profit and loss for the preceding two (2) calendar or fiscal years, certified by either an appropriate corporate officer, owner or an independent Certified Public Accountant.

C. Project Approach & Management

Briefly provide your firms proposed approach for each considered project.

c-1 Procedures for Response- Provide your firm’s procedures for hauling compacted solid waste, other waste and if applicable, recyclable materials, including but not limited to:

- Provide an estimate of when the firm would be ready for start-up.
- Identification of the Disposal Facility/Facilities to be used for disposal of solid waste and, if applicable, the recycling facility/facilities to be used for recycling of recyclable materials.
- Description of the proposed scheduling of waste transports.
- Description of the approach to handle waste delivery fluctuations, including peak and seasonal variations. State ability to secure additional vehicles, containers and qualified CDL drivers to address increased waste quantities.
- Driver health and safety training
- Incident Reporting
- Vehicle certification procedures
- Load tickets and associated reporting processes

c-2 Provide additional pertinent information as needed

c-3 Describe materials, equipment and any assistance that will be needed from Jackson County.

c-4 If Proposing on the hauling and recyclable materials, please describe the required collection process for each recyclable material the proposal includes. Include whether the recyclable materials are required to be sorted by the citizens or if all recyclables can be collected in one container. Also include if the recyclables must be baled by the Transfer Station or if the Proposer will bale.

D. Proposed Cost

d-1 The Proposer must submit a price proposal based on unit fees for tons of waste handled by the contractor. Submit a separate price per ton for compacted waste and for construction and demolition waste hauled and disposed at a disposal facility. If applicable, submit a price per ton for each recyclable material to be hauled and recycled.

d-2 Tons disposed will be determined by the weights recorded at the designated disposal facility.

d-3 Describe any required minimum tons per container for compacted waste, construction and demolition waste, and, if applicable, recyclable materials.

d-4 Detail any annual price increases and the method at which the increase is derived.

In addition to the above requested information, the following forms must be included with the Proposal Packet. Failure to include the following forms with the submitted proposal will not be considered:

- 1. Vendor Information & Certification**
- 2. References**
- 3. Blocked Persons Affirmation**
- 4. W-9 Form**
- 5. Current Certificate of Insurance**

SEC. 1-H: PUBLIC INFORMATION ACT NOTICE

Proposers shall identify those portions of their proposals that they deem to contain confidential and/or proprietary information. Such information must be individually and specifically noted, either at the location in the proposal, or in a separate listing contained within the proposal. Justification must also be provided, explaining why the material should not be subject to disclosure by the Entities upon request under the Texas Public Information Act. Proposers may not declare their entire proposal to be confidential or proprietary. Failure to provide specific identification and justification may result in release of the information if the Entities are requested to do so under the Act. After the official opening, Proposals become the property of the Entities and will not be returned.

SEC. 1-I: REJECTION OF BIDS

The Commissioners Court of Jackson County reserve the right to reject any or all proposals, to waive any and all formalities and to accept any proposal considered advantageous to the Entities. In the case of ambiguity or lack of clearness, the Entities reserve the right to construe a proposal in a manner most advantageous to the Entities or to reject such proposal.

SEC. 1-J : EXCEPTIONS TO THE RFP

Provide all exceptions to RFP terms and conditions (cite specific RFP sections applicable to each exception). These exceptions shall be considered to be negotiable items and any final agreements will be in addition to the RFP's Standard Terms and Conditions as well as any future items and conditions incorporated via Addendum to this RFP.

SEC. 1-K : INDEMNIFICATION

Proposer agrees to defend, indemnify, and hold the Entities whole and harmless against any and all claims for damages, costs and expenses to persons or property to the extent that they arise out of, or be occasioned by any negligent act or omission of Proposer or any officer, agent, servant, employee, or associate of Proposer in the execution or performance of this agreement.

Proposer further agrees to indemnify the Entities against all claims for damages that may arise from any claim made by an officer, agent, employee, associate, or subcontractor of Proposer or as a result of the entry of any of Proposer's officers, agents, employees, associates or subcontractors onto the property of the Entities. The duty to indemnify provided by the previous sentence shall apply regardless of the acts or omissions of the Entities if the damage arises from (1) personal injury, (2) death, (3) property injury or (4) any other expense that arises from the personal injury, death, or property injury. This indemnity shall not apply to any claim to the extent to which Engineer is prohibited from indemnifying a governmental entity pursuant to Tex. Local Gov't Code §271.904 or other law. Furthermore, any money due the successful Proposer under this Contract shall be considered necessary to the Entities may be retained for the use of the Entities to secure this indemnity.

SEC. 1-L : DEBARMENT

By submitting a proposal, the Proposer certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

SEC. 1-M : WAIVER OF INTEREST

The Proposer selected by the Entities shall waive all rights to interest on retainage as called for in Section 2252(2), Government Code, and shall execute a waiver of these rights simultaneously with the execution of the contract.

SEC. 1-N: CONFLICT OF INTEREST

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. the Entities) must disclose the in the **Questionnaire Form CIQ** (FORM D) the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By Law, the Questionnaire must be filed with Jackson County, County Auditor's Office and/or City Secretary of the Cities, no later than seven (7) days after the date the person begins contract discussions or negotiations with the Entities, or submits an application or response to a request for proposals or bids,

correspondence, or another writing related to a potential agreement with the Entities. Updated Questionnaires must be filed in conformance with Chapter 176.

Any questions about compliance should be directed to your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

SEC. 1-O: COMPLIANCE WITH LAWS

In connection with the furnishing of supplies or performance of work under the contract, the proposer agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

SEC. 1-P: TAX EXEMPT

The County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This project will be deemed a separate project for Texas tax purposes, and as such, Jackson County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this project. Respondent to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, Respondent should state these items at cost.

Sec. 2

CONTRACT CONDITIONS, TERMS, PAYMENT, OTHER RELATED INFORMATION

SEC. 2-A: RIGHT OF NEGOTIATION

The County reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract

SEC. 2-B: CONTRACT

The contract between the County and awarded Contractor shall consist of:

- (1) the Request for Proposal (RFP) and any amendments thereto, and
- (2) the proposal submitted by the Proposer in response to the RFP, including any resultant negotiation.

In the event of a conflict in language between the two documents reference above, the provisions and requirements set forth and/or referenced in the RFP shall be govern. However, the County reserve the right to clarify any contractual relationship in writing with the concurrence of the awarded Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the service provider’s proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

SEC. 2-C: CONTRACT TERM

The contract term shall begin upon award and the approval of the Commissioners Court of Jackson County and shall be for up to an 8 year term. Once the contract has terminated, the Contractor must rebid. The Entities retain the right to reject any and all bids or to request new bids at any time if in the best interest of the Entities.

SEC. 2-D: TERMINATION OF CONTRACT FOR NONAPPROPRIATION

If, during budget planning and adoption, the Jackson County Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Jackson County, the County may terminate this Agreement after giving Contractor sixty (60) calendar days written notice that this Agreement is terminated due to the failure to fund it. If the County terminates the agreement due to failure to fund, the County may not procure the same service and/or asset from a different vendor. This provision is required as a County cannot legally obligate funds beyond a fiscal year.

SEC. 2-E: TERMINATION OF CONTRACT – DEFAULT

If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its specifications and completion in accordance with the Contract, or any extension thereof, the Entities may, by written notice to the Contractor, terminate and cancel the Contract. In such event, the Contractor shall have the right to be compensated for work performed up until the time of termination, which shall become effective on the date as specified in the Notice of Cancellation sent to the Contractor. the Entities shall be the sole authority in determining the amount of equitable payment to the Contractor.

Upon receipt of such notice, the Contractor shall:

- 1) Immediately discontinue any part or all services as directed by the authorized authority or representative of the County, and
- 2) Deliver to the County, the originals of all data, records, reports, load tickets, and such other information and materials as may have been accumulated by the Contractor in performing under this contract, whether completed or in progress.

SEC. 2-F: ADDITIONAL CONDITION OF AWARD - CERTIFICATE OF INTEREST PARTIES FORM 1295

Effective January 1, 2016, pursuant to Texas Government Code, Section 2252.908 (the “Interested Party Disclosure Act”), the County and/or City may not award a contract to a bidder unless the bidder submits a “Certificate of Interested Parties Form 1295 (the “Disclosure Form”) to the Entities as prescribed by the Texas Ethics Commission (“TEC”). In the event that the bidder’s bid for the Entities’ is the best bid received, the Entities or either of its consultants, will promptly notify the bidder. That notification will serve as the conditional verbal acceptance of the bid. Upon this acceptance, the winning bidder must promptly, not later than 4:00pm on the Tuesday following award by one or more of the Entities, electronically file Form 1295. **Form 1295 can be found and filed electronically at www.ethics.state.tx.us/.**

Neither Jackson County nor its consultants have the ability to verify the information included in a Disclosure Form, nor do they have an obligation nor undertake responsibility for advising any business entity with respect to proper completion of the Disclosure Form.

Change or Amended Contracts: Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

SEC. 2-G: INDEPENDENT CONTRACTOR

The parties intend that Proposer, in performing services under this contract, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The Proposer shall be free to contract for similar services to be performed for other persons, firms or corporations and Proposer is not be considered an agent or employee of the County and is not entitled to participate in any employee benefits of the County. Further, the County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker’s Compensation Insurance except with respect to the employees of the County.

SEC. 2-H: PLACE OF PERFORMANCE

Applicable Law and Venue: This contract is performable in Jackson County Texas, and shall be governed by the law of the State of Texas (excluding conflict of laws rules if the application of such rules would require the application of the laws of a different state or nation). Venue for any action hereunder, at law or in equity, shall be in a court of competent jurisdiction located in Jackson County, Texas.

SEC. 2-I: WARRANTY OF AUTHORITY

If any of the undersigned is acting on behalf of a partnership, corporation or other entity recognized by the law of the State of Texas, such person hereby REPRESENTS, WARRANTS, and COVENANTS that such person has the authority to do so, and that the signed instrument is binding upon such partnership, corporation or other entity according to its terms.

SEC. 2-J: COUNTY TAXES

If the Contractor subsequently becomes delinquent in the payment of County taxes, that may be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

Sec. 3
INSURANCE & BONDS

SEC. 3-A: INSURANCE

All respondents must submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. At contract execution, contractor shall furnish County with property executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from a reputable insurance company or companies licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum:

Workers' Comp & Employer's Liability (contractor must comply with requirements of Tex. Labor Code § 406.096 and 28 TAC § 110.110). In addition, insurance certificate must provide:

- a. Policy Limits --- "Statutory Limits" box should be checked on certificate & coverage must comply with rules of Texas Workers' Compensation Commission applicable to public construction contracts.
- b. Waiver of Subrogation against the Entities and its officers, agents, and employees shall be included.
- c. If any of the Contractor's employees engaged in hazardous work on the project under this contract are not protected under the Worker's Compensation Statute, then the Contractor shall provide adequate employer's general liability insurance for the protection of this class of employees.

General Public Liability Insurance as follows:

\$250,000 for injuries to one person per occurrence; \$500,000 for injuries to all persons in a single occurrence per occurrence; and \$100,000 for property damage per occurrence

OR

\$600,000 combined single limit per occurrence.

The policy shall name the Entities as an additional insured, be on the commercial general liability form, and include a waiver of subrogation against the County and its officers, agents, and employees. The policy shall provide a products/completed operations endorsement and coverage for contractual liability and acts of independent contractors. No XCU exclusions will be allowed.

Comprehensive Motor Vehicle Liability

Comprehensive Motor Vehicle Liability Insurance on all motor vehicles (other than off-road equipment) used in connection with the contract: Contractor shall comply with the insurance requirements of the State of Texas for operating a motor vehicle used to commute to the worksite; however, if the work on the worksite will be performed with a motor vehicle registered with the State of Texas, then the requirements shall be as follows:

\$250,000 for injuries to one person per occurrence; \$500,000 for injuries to all persons in a single occurrence per occurrence; and \$100,000 for property damage per occurrence

OR

\$600,000 combined single limit per occurrence.

The policy shall name the Entities as an additional insured and include a waiver of subrogation

against the County and its officers, agents, and employees.

Owner's Protective Liability

If the contract is for more than \$100,000, Owner's Protective Liability, issued in the name of the Entities, on a separate Certificate of Insurance as follows:

- \$250,000 for injuries to one person per occurrence;
- \$500,000 for injuries to all persons in a single occurrence per occurrence;
- and \$100,000 for property damage per occurrence OR
- \$600,000 combined single limit per occurrence.

1.11.4 Umbrella Policy

If the contract is for more than \$100,000, Umbrella Policy Coverage of at least \$500,000 overlying commercial general liability and motor vehicle liability policies with The Entities shall be named an additional insured on this policy,
OR

at least \$1,000,000 Combined Single Limit on both General Public Liability and Comprehensive Motor Vehicle Liability Insurance.

The Contractor will require all subcontractors who provide services on the project to adhere to these requirements.

REFERENCES

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

Failure to supply required reference will deem Respondent as non-responsive and it will not be considered for award. Respondent involvement with reference checks is not permitted. Only Jackson 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: _____

E-mail Address: _____

Scope of Work: _____

Contract Period: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Telephone Number: _____

E-mail Address: _____

Scope of Work: _____

Contract Period: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Telephone Number: _____

E-mail Address: _____

Scope of Work: _____

Contract Period: _____

BIDDER/PROPOSER'S SDNs/BLOCKED PERSONS AFFIRMATION

CERTIFICATION OF ELIGIBILITY

By submitting a Proposal in 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 Proposal submission and time of award, the Respondent will notify Jackson County and the Entities. Failure to do so may result in terminating this 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 OTHER FOREIGN TERRORIST ORGANIZATIONS.

Effective September 1, 2017, Respondent verifies that they do not boycott Israel and will not boycott Israel during the term of this contract. Texas Government Code Section 808.001, effective September 1, 2017, defines the term "boycott Israel". Respondent further verifies that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTEREST PARTIES

By submitting a Proposal in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Jackson County and Entities purchasing departments 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.

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

1) Pursuant to 44 CFR Part 13.35, the Proposer, hereby affirms that Proposer: *(Check all that are applicable)*

Is **NOT** excluded from doing business at the Federal Level.

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

2) Pursuant to Government Code Chapter 2270, Subtitle F and Government Code Chapter 2252, the Proposer/Bidder:

Does **NOT** boycott Israel or invest in companies that boycott Israel

Does **NOT** conduct business with Iran, Sudan, or a foreign terrorist organization

SIGNATURE: _____

PRINT NAME: _____

THIS FORM MUST BE RETURNED WITH PROPOSAL