

County of Rockwall
State of Texas



1111 E. Yellowjacket Lane, Ste 202
Rockwall, Texas 75087

Phone: 972-204-6050
Fax: 972-204-6059

Request for Proposal (RFP)

RFP#: Request for Proposals from interested and qualified proposers to provide road improvements to a designated portion of the subdivision known as Longbranch Community, Rockwall County, Texas.

Date Due: Submittals shall be received on September 23, 2019 no later than 10:00 a.m. Proposals received later than this date and time will not be considered. Return proposal to: Lisa Constant Wylie, Rockwall County Auditor 1111 E. Yellowjacket Lane, Ste. 202, Rockwall, Texas 75087

For additional information, contact Allana Mitchell, First Assistant Auditor, at 972-204-6050.

Carefully read all instructions, requirements and specifications. All submissions should be filled out properly and have appropriate supplemental information as requested. Please return proposal in a sealed envelope or package showing the RFP number, project description, proposal due date and time, and marked as a "sealed proposal".

You must sign below in ink; failure to sign will disqualify your submission. All prices must be typewritten or written in ink.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Taxpayer Identification Number (T.I.N.): _____

Telephone number: _____ Fax Number: _____

E-mail contact: _____ Date: _____

Print Name: _____ Signature*: _____

**Your signature attests to your offer to provide the goods and/or services in this proposal according to the published provisions of this job. When an award letter is issued, it becomes a part of this contract. Contract is not valid until award letter is issued.*

TABLE OF CONTENTS

Items listed below represent components that comprise this proposal package. If any portion of the package is missing, notify the County Auditor’s office immediately by calling Allana Mitchell at 972-204-6050.

Vendors are responsible for reporting, in writing, any errors found in the RFP specifications to the Rockwall County Auditor’s office. Verbal questions will not be entertained.

It is the Vendor’s responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your proposal packet. Once approved by the County of Rockwall your written proposal becomes a binding agreement/contract.

TABLE OF CONTENTS.....	2
INTRODUCTION.....	4
ANTICIPATED SCHEDULE OF EVENTS.....	4
GENERAL CONDITIONS AND REQUIREMENTS FOR PROPOSALS.....	5
Addenda.....	5
Alteration of Proposals.....	5
Assignment.....	5
Brand Names.....	5
Change of Ownership.....	5
Changes or Modifications.....	6
Clean-up.....	6
Confidentiality of Information.....	6
Contract Obligation.....	6
Contract Termination.....	6
Debt.....	7
Design, Standards and Practices.....	7
Disclosure Requirements.....	7
E-mail Addresses Consent.....	7
Errors and Omissions.....	7
Evaluation of Proposals.....	7
Force Majeure.....	9
Governing Forms.....	9
Governing Law and Venue.....	9

Hold Harmless Agreement.....	9
Insurance.....	9
Israel.....	10
Late Proposals.....	10
Labor and Materials.....	11
Owner’s Right to Stop the Work.....	11
Payment Terms.....	11
Performance Bond.....	11
Permits and Approvals.....	11
Point of Contact.....	12
Potential Conflicts of Interest.....	12
Proposal Form.....	12
Proposal Format:.....	12
Proposal Submittal Requirements:.....	13
Pre-Proposal Conference.....	14
Protections of Persons and Property.....	14
Sales Tax.....	14
Schedule.....	14
Severability.....	14
Silence of Specification.....	15
Site Visit.....	15
Special Requirements.....	15
Toll Fees.....	15
Warranty.....	15
Withdrawal of Proposals.....	15
Proposal AFFIDAVIT.....	16
PROJECT REFERENCES.....	18

INTRODUCTION

Specifications

Rockwall County has issued this request for the sole purpose and intent of obtaining road repair and improvements at Chisholm Trail located within the Longbranch Community subdivision in Rockwall County, Texas.

The project consists of removing existing 6 inches of concrete (road width 25 foot with a roll curb) and replacing with 6 inches of concrete with minimum strength of 4000# with #3 rebar on 18 inch centers. There will be two areas repair. The first starts at SH205 and goes east for 480 feet to Hebron Street. The second goes from address 2120 Chisholm Trail to 2125 Chisholm Trail 390 feet of existing concrete street with a roll curb and replace. The sub grade will be evaluated after removal and if it needs to be repaired the County Road and Bridge department will remove and replace with compacted base rock back to the original grade.

The construction will be done according to NCTCOG standards and the Rockwall County Subdivision Rules and Regulations. The concrete will be 4000 lb. with #3 rebar on 18" centers for 6" depth. The contract is for repair only, lime stabilization is not required.

All inquiries regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing via e-mail or fax to Allana Mitchell, First Assistant Auditor at amitchell@rockwallcountytexas.com or 972-204-6059 respectively. All inquiries will be posted and answered on the County's website at www.rockwallcountytexas.com.

Pre-Proposal Conference

A pre-proposal conference has been scheduled for this RFP. A site visit/tour will be provided at the time of the conference, unless otherwise stated.

Attendance is not mandatory but all vendors should attend to discuss the requirements of this bid and receive answers to any questions.

ANTICIPATED SCHEDULE OF EVENTS

The following anticipated schedule of events outlines the RFP process and is tentative. The County and its partners reserve the right to modify this schedule as deemed necessary.

RFP Release and advertising date:	August 30 th , 2019
Pre-Proposal Conference	September 9 th , 2019
Site Visits:	by appointment only
Cut-off Date for Final Questions:	September 16 th , 2019
Proposals Due	September 23 th , 2019
Oral Presentation(s) / Product Demonstration(s):	Not applicable

Contract Award:	October 15 th , 2019, subject to change
-----------------	--

GENERAL CONDITIONS AND REQUIREMENTS FOR PROPOSALS

Read this entire document carefully, follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

General requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the special requirements/instructions. Review the Table of Contents and be sure your proposal package is complete.

In special circumstances, vendors may be required to allow duly authorized representatives of Rockwall County, the Rockwall County Proposal Evaluation Committee, or the State of the Texas and the federal government access to contracts, books, documents and records necessary to verify the nature and extent of the cost of services provided by the vendor.

Addenda

When specifications are revised, the Rockwall County Auditor will issue an addendum addressing the nature of the change. In each case, Vendors must sign it and include it in the returned proposal package.

Alteration of Proposals

Any interlineations, alteration, or erasure made before the submission deadline must be initialed by the signer of the proposal, guaranteeing authenticity.

Assignment

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the Rockwall County Commissioners Court.

Brand Names

If there are any uses of any brand names or trade names in this RFP they are only for illustrative purposes solely as a reference as to the product tier, design, features, and quality of the item mentioned. Such references should not be construed to imply that any brand name is preferred or would be given preference in the evaluation of responses to this RFP.

Change of Ownership

If ownership of your firm should change during the term of this contract, Rockwall County must be notified as soon as possible in writing within (10) days and a new declaration of relationships shall be submitted immediately to the Rockwall County Auditor. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

Changes or Modifications

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All changes to the contract must be approved by the Rockwall County Auditor and will be made in writing by the Rockwall County Auditor.

Clean-up

Following contract award, the vendor shall keep the work premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the vendor shall remove waste materials, rubbish, the vendor or subcontractor's tools, construction equipment, machinery and surplus material from and about the Project.

Confidentiality of Information

All information disclosed by Rockwall County or the County's project partners to the successful vendor for the purpose of the work to be performed or information that comes to the attention of the successful vendor during the course of performing such work is to be kept strictly confidential. Any material provided by the vendor to the County or its partner agencies that is to be considered as confidential in nature must be clearly marked on every page as such by the vendor and will, to the best of our ability, be treated as confidential by Rockwall County.

Contract Obligation

Rockwall County Commissioners Court must award the contract. Following the Court's approval the County Auditor shall send an award letter approving the contract and thereby the proposal becomes binding on Rockwall County and the vendor. Department heads are not authorized to execute a contract, or any amendment or modification there from for Rockwall County.

Contract Termination

This contract shall remain in effect until expiration, completion and acceptance of services or default. Rockwall County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules, or
2. Otherwise perform in accordance with the accepted proposal.

Breach of contract or default authorizes the County to award to another vendor or purchase elsewhere and charge the full increase cost to the defaulting vendor.

Either party may terminate this contract by providing thirty (30) days written notice to the other party. The successful vendor must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid and properly addressed to the other party at the address on the affidavit for the contractor or to the Rockwall County Auditor, 1111 E. Yellowjacket Lane, Ste. 202, Rockwall, Texas 75087.

Debt

Rockwall County reserves the right to reject any proposal submitted by a vendor who owes a debt to the County. Debt includes delinquent taxes, fines, fees and delinquencies arising from written agreements with the County.

Design, Standards and Practices

Design, strength, quality of materials and workmanship must conform to the Rockwall County Subdivision Rules and Regulations.

Disclosure Requirements

Once awarded, the named vendor will deliver an executed and notarized disclosure form to the Rockwall County Auditor prior to the signing of the agreement. The vendor must generate Form 1295 by accessing the Texas Ethics Commission's website at <https://www.ethics.state.tx.us>. After receiving the signed and notarized disclosure form, Rockwall County must access the Texas Ethics Commission's website to acknowledge receipt of the filed disclosure form no later than 30 days after the contract is executed.

E-mail Addresses Consent

The vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Rockwall County. This consent is intended to comply with the requirements of the Texas Public Information Act and shall survive termination of this agreement. This consent shall apply to the e-mail addresses provided by the vendor, its employees, officers, and agents acting on the vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

Errors and Omissions

Due care and diligence have been used in preparation of this request for proposals and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented herein shall rest solely on the vendor. Rockwall County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the vendor to determine the full extent of the exposure.

Evaluation of Proposals

Proposal evaluation shall be used as a determinant as to which proposal is most advantageous for the County. Proposal evaluations will be in part based upon the following criteria:

- Bidder Qualifications (30pts)
 - Company background and History
 - References
 - Financial Stability and Capabilities
 - Demonstrate staffing and organizational structure able to support the contract

Operational Plan/Delivery Schedule (25pts)

Plan/Schedule

Backup Plan

Ability to perform plan

Timeliness to complete plan

Quality and Thoroughness of Response (10pts)

Pricing (35pts)

Rockwall County Auditor's office will make an initial review of the responses received in response to this RFP to verify that the proper signatures, bonds, insurance requirements and other similar required information have been properly addressed and provided. Copies of Proposals passing the initial Purchasing review will be provided to the County's Proposal Evaluation Committee for review, discussion, and evaluation. The identities of the members of the Proposal Evaluation Committee shall not be disclosed.

The Proposal Evaluation Committee will conduct an initial review of the proposals and may develop a short list of respondent(s) and the short listed respondent(s) may be invited and scheduled for a structured oral presentation and interview. Such presentation(s) will be provided at no cost to the County. Upon completion of the oral presentation(s) the information obtained during the presentation(s) will be factored into the evaluation process. The oral presentation(s) may be recorded and/or videotaped by the County.

The County may or may not request best and Final Offers, therefore vendors are encouraged to provide their best pricing at the time of proposal submission outlined in this RFP.

The award of this contract shall be made to the respondent offering the response which best meets the needs of Rockwall County and its project partners. The County may conduct investigations, as it deems necessary, to determine the capabilities of the vendor to create, manufacture, implement and acceptance test the required system. The vendor shall furnish to the County such data as the County may request for this purpose. The County reserves the right to reject any offer if the evidence submitted by the vendor or the investigation of the vendor fails to satisfy the County that the vendor is properly qualified to provide the system and associated services contemplated or required, or if the overall proposal response is deemed non-compliant.

It shall be based on factors that have a bearing on price and performance of the items in the user environment. All proposals are subject to negotiations by the Rockwall County Auditor and other appropriate departments, with recommendations to Commissioners Court. Compliance with all requirements, delivery, and needs of the using departments are considerations in evaluating proposals. Pricing is not the only criteria for making a recommendation. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets or confidential information contained in the proposals and identified as such. Rockwall County may

request representation and other information sufficient to determine vendor's ability to meet standards of adequate financial resources, ability to comply with delivery schedule, the provision of records of performance.

Rockwall County reserves the right to request further information for clarifications purposes after the proposals are submitted.

Force Majeure

To the extent either party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

Governing Forms

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Rockwall County's interpretation shall govern.

Governing Law and Venue

This request for proposals is governed by the competitive bidding requirements of the County Purchasing Act of the Texas Local Government Code. Vendors shall comply with all applicable federal, state and local laws and regulations. The vendor is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Rockwall County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Rockwall County Criminal District Attorney concerning any portion of these requirements. Venue will lie in Rockwall County, Texas, or the District Court for the Northern District of Texas – Dallas Division.

Hold Harmless Agreement

Successful vendor shall defend, indemnify and save harmless Rockwall County and all its elected officials, officers, agents and employees from all suits, actions or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendor shall pay any judgment with cost which may be obtained against Rockwall County growing out of such injury or damages.

Insurance

Any vendor that conducts business with Rockwall County, whether it is goods and/or services, must maintain lawful worker's compensation/self-insured employee coverage requirements and adequate liability limitations.

The vendor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Texas, possessing a current A.M. Best Inc. rating of "A" or better.

The County reserves the right to require additional insurance if necessary.

The requirements stipulated in this document do not establish limits of vendor/contractor liability.

The policies may provide coverage, which contain deductible or self-insured retention. Such deductible and/or self-insured retention shall not be applicable with respect to the coverage provided to Rockwall County under such policies. The vendor shall be solely responsible for all deductibles and/or self-insured retention.

Within ten (10) days after contract award and prior to commencement of any work or delivery, the County Auditor requires the successful vendor to submit verification of their general liability coverage. The insurance coverage, except worker's compensation and professional liability, required by this contract, the interest of each insured may appear. Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments and/or cancellation of the contract.

The vendor shall purchase insurance for protection for claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the vendor' operations and completed operations under the Contract, whether such operations be by the vendor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability required by law. Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County. The vendor shall cause the commercial liability coverage required by the Contract Documents to include: (1) the County, the Consultant as additional insured's for claims caused in whole or in part by the vendor's negligent acts or omissions during the vendor's operations; and (2) the County as an additional insured for claims caused in whole or in part by the vendor's negligent acts or omissions during the vendor's completed operations.

The vendor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

Israel

Pursuant to chapter 2270 of the Texas Government Code, any vendor that conducts business with Rockwall County acknowledges that it does not currently, and shall not during the term of this contract, boycott Israel.

Late Proposals

Proposals received in the County Auditor's Office after the submission deadline shall be considered void and unacceptable. Rockwall County is not responsible for lateness of mail, carrier, etc., and the time and date stamped by the Auditor's office shall be the official time of receipt.

Labor and Materials

Unless otherwise provided in the Contract Documents, the vendor shall provide and pay for labor, materials, equipment, tools, vehicles, construction equipment and machinery, water, heat and other facilities and services necessary for proper execution of the Work.

Owner's Right to Stop the Work

If the vendor fails to correct work which is not in accordance with the requirements of the Contract Documents, the County may order to the vendor to stop the Work, or any portion thereof, until the cause for such order is eliminated.

Payment Terms

All invoices shall be submitted to the County Auditor's office at 1111 E. Yellowjacket Lane, Ste. 202, Rockwall, Texas 75087. Payment terms are "net 30" from the date the invoice is approved by the Rockwall County Road & Bridge Administrator; therefore, payment to the vendor may be up to one (1) month from the date the invoice is approved by the Rockwall County Road & Bridge Administrator.

Performance Bond

A guaranty shall be submitted with each bid that the bidder will execute and furnish a performance and /or payment bond within ten days after award of the contract and prior to the start of construction. Guaranty may be submitted in either of these forms:

- a. Individual bid bond payable to Rockwall County for 5% of the total amount of each separate bid, or
- b. Bank cashier's check payable to Rockwall County for 5% of the total amount of each separate bid.

If the successful bidder submits a bank cashier's check as guaranty, Rockwall County may elect to hold the check until all provisions of the contract have been completed, or require the contractor to make a performance and/or payment bond. The performance and/or payment bond shall be in the amount equal to the amount of money to be paid by the County under the contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas.

If the guaranty is not submitted to the Rockwall County Auditor's office within ten (10) days, Rockwall County has the right to render the award ineffective. Written verification of the validity of the bond shall be received by the County Auditor from the contractor's surety before any payments will be made.

Permits and Approvals

All work done under this contract shall comply with all local and state codes. Where code requirements are less than those shown in the contract documents, the contract documents shall be followed. The selected vendor shall obtain all permits, inspections and approvals as required by all authorities having jurisdiction. All fees and costs for these items shall be paid for by the vendor.

Point of Contact

Rockwall County Auditor's office shall be the sole point of contact for any and all issues pertaining to this procurement and its process. The office may designate an alternate point of contact for specific purposes. Contacting any member other than the County Auditor's office or their designated representative could result in disqualification. Do not rely on oral instructions or clarifications. Request from interested Vendor's for additional information or interpretation of the information included in the specifications should be directed in writing to the Rockwall County Auditor's office.

Potential Conflicts of Interest

An outside consultant or vendor is prohibited from submitting a bid or proposal for services on a Rockwall County project of which the consultant or vendor was a designer or previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or vendor submits a prohibited bid or proposal, that bid or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Rockwall County. A CIQ form should be filed with the Rockwall County Clerk prior to the submission of this proposal. A copy of the file-stamped CIQ should accompany the submission of this proposal.

Proposal Form

The vendor is to fill out and return to the County Auditor, one original proposal form (marked original). Proposal packaging must show the proposal number and be marked "sealed proposal". A company representative authorized to submit the proposal and bind the company in a contract with the County must sign the proposal cover sheet. Completion of this form is intended to verify that the vendor has submitted the proposal, is familiar with its contents and has submitted the material in accordance with all requirements.

Proposal Format:

Proposals submitted in response to this RFP shall be organized and configured in the following format.

Section 1 – Executive Summary

The proposal shall include an Executive Summary of ten (10) pages or less, which provides in brief, concise terms a summation of the proposal.

Section 2 – Overview of the Firm and its Experience in Delivering Systems of this Nature

The proposal shall include an overview of the firm, its background, history, and experience. Provide the full name and address of your organization and identify the parent company if you are a subsidiary.

Specify the branch office or other subordinate element that will perform, or assist in performing, work herein. Identify whether or not that branch is located in the Dallas Metropolitan area. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate. Provide the name, phone number, and fax number for your proposal contact. Provide the number of years your firm has been in business and the number of years it has been providing this type of road repair and improvements for cities and counties. Provide a list of previously completed road repair and improvements. Provide the required project references and system summaries with a customer name and contact information so that the Proposal Evaluation Committee may contact your project references.

Section 3 – Proposed Work Plan

Provide a detailed description of your work plan and proposal for satisfying all RFP requirements:

- Actions the vendor will take complete the repairs.
- Identify tasks to be accomplished, your approach to task accomplishment and a timeline for completion of tasks
- Describe quality control methods and standards
- Detailed work schedule that will be followed by the vendor upon award of contract

Section 4 – Vendor Pricing

Provide detailed information about vendor pricing for all materials and labor individually.

Section 5 – Exceptions and Deviations

Provide a statement expressing the vendor’s understanding and willingness to comply with all provisions of the RFP. If there are provisions of the RFP that the vendor is unwilling or unable to comply with, the vendor shall identify the paragraph number, list the provision in its entirety and provide the reason for non-compliance. If there are provisions of the RFP that the vendor would like to propose an alternative solution, the vendor shall identify and list the provision in its entirety and provide the alternative solution.

Proposal Submittal Requirements:

Vendors who submit a proposal in response to this RFP shall provide the following:

- **Five (5)** complete printed copies of the proposal, including one (1) printed original signed in **BLUE** ink and five (5) complete copies
- **One (1)** searchable electronic soft copies of the entire proposal shall be provided on a jump drive.

Proposals shall be printed on double sided 8.5 x 11 inch paper with a reasonable allowable exception for pages that need to be printed on 11 x 17 inch media to facilitate readability. Such pages might include the proposed project schedule. Proposals shall be provided in three ring binders with tabs separating each section.

Vendors must return all completed proposals to the office of the Rockwall County Auditor at 1111 East Yellowjacket Lane, Suite 202, Rockwall, Texas 75087 before 10 a.m. CST in Rockwall, Texas on the date specified, September 23rd, 2019.

Late proposals will not be accepted.

Proposal submittals shall be delivered in a sealed package bearing the following information:

Proposal for Longbranch Community Road Repair and Improvements

RFP Number 19-08-003

Submitted by: _____

Due date: September 23rd, 2019

Pre-Proposal Conference

A Pre-Proposal Conference will be held on September 9th, 2019 at 9:00 AM at the following location:

Longbranch Community

Intersection of Hebron Street and Chisholm Trail

The County recommends that vendors read all sections of the RFP prior to attending the conference.

Protections of Persons and Property

The vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. Employees on the work site and other persons who may be affected thereby;
2. The work site and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the vendor or the vendor's subcontractors or sub-subcontractors; and
3. Other property at the work site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of implementation.

Sales Tax

Rockwall County is, by statute, exempt from the state sales tax and federal excise tax.

Schedule

The successful vendor will be responsible for preparing, maintaining and updating the official detailed project schedule from start to finish. The schedule shall not exceed time limits current under the Contract Documents and shall be updated at appropriate intervals.

Severability

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion has been omitted.

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 are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Site Visit

Vendors are highly encouraged to participate in a site visit prior to preparation of their proposals, however attendance is not mandatory.

Special Requirements

Coordination of the project will be through the Rockwall County Road & Bridge Administrator.

The rates quoted in the Vendor Pricing section must be all-inclusive. All-inclusive shall be construed as costs incorporating all charges for labor, material, equipment and any other cost incurred.

The vendor shall comply with all requirements stated in the Rockwall County Subdivision Rules and Regulations.

Toll Fees

Any and all toll fees incurred by the vendor during the term of this contract will be responsibility of the vendor.

Warranty

Provide a detailed description of your proposed system warranty program. If there are any exclusions or deviations from the requirements in this RFP they must be clearly noted and described in this section. Identify who will provide the warranty support and the number of personnel the provider has who are trained in warranty and repair of the proposed project. Identify the warranty provider's location response times to both major and minor problems.

Withdrawal of Proposals

Proposal AFFIDAVIT

The undersigned certifies that the proposed prices contained in this proposal have been carefully reviewed and are submitted as correct and final. The vendor further certifies and agrees to furnish any and/or all products upon which prices are extended at the price offered, and upon the conditions contained in the specifications of the RFP package.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who

after being duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent for

(Name of firm)

and have been duly authorized to execute the foregoing on behalf of the said

Longbranch Community Road Repair and Improvements

and I also hereby certify that the foregoing proposal has not been prepared in collusion with any other proposer or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/product proposed on, or to influence any person or persons to propose or not to propose thereon."

Name and address of vendor: _____

Telephone No.: _____

By: _____ (printed name)

Signature: _____ Title: _____

SUBSCRIBED AND SWORN to before me by the above-named _____

_____ on this the _____ day of _____

_____ 2019.

Notary Public

For the State of _____

PROJECT REFERENCES

Company References

Provide a minimum of five reference projects of similar or larger size and scope which have been completed by your company. Use the format below:

Longbranch Community Road Repair and Improvements

Customer Reference Name and Title: _____

Address: _____

Street/PO Box

City

State

Zip

Telephone No.: _____ Fax _____

Email: _____

Project Manager References

Provide a minimum of three customer references for your proposed project manager and identify which systems were involved. Provide at a minimum the following information in the format below:

Customer Reference Name and Title: _____

Address: _____

Street/PO Box

City

State

Zip

Telephone No.: _____ Fax _____

Email: _____

Project Manager's name: _____

Number of years with your company: _____

Percent of project manager's time dedicated to this project: _____