



LEGAL NOTICE Advertisement for Request for Proposals

March 1, 2026

Notice is hereby given that sealed proposals will be accepted by Mason County Judge's Office for Request for Proposals (**RFP 26-4879DR-M**) **Term Contract for Road Building Materials for Mason County**. Solicitation packets, which include specifications for this project, may be obtained from the Mason County website <https://www.co.mason.tx.us> or at the County Judge's Office located in the Mason County Courthouse, 201 Ft. McKavett St., Mason, Texas, 76856.

Proposal packet is to be sealed and addressed to the County Judge with the RFP name and number marked on the outside of the envelope. Mason County does not accept proposals submitted electronically. Late proposals will be rejected as non-responsive.

RFP NAME: Term Contract for Road Building Materials for Mason County

RFP NUMBER: RFP 26-4879DR-M

DUE BY TIME/DATE: 10 AM CT April 2, 2026

MAIL OR DELIVER TO: Mason County Judge
PO Box 1726 (mailing)
201 Ft. McKavett St. (physical)
Mason, Texas 76856

Questions related to the bid process should be directed to County Judge Sheree Hardin at 325-347-5556 or sheree.hardin@co.mason.tx.us. Questions related to road material specifications should be directed to Road and Bridge Administrator Chris Magee at 325-347-2302 or chris.magee@co.mason.tx.us.

Mason County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), Veteran-Owned Business Enterprises (VBEs) and Historically Underutilized Businesses (HUBs) to participate in the solicitation process. Mason County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodation are requested to contact our office at least seven (7) days prior to the proposal due date at 325-347-5556.

All interested parties are invited to submit a proposal in accordance with the terms and conditions stated in the solicitation packet.

Proposers are strongly encouraged to carefully read the entire solicitation packet, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Sheree Hardin, County Judge Mason
County, Texas

PUBLISH:

Mason County News, The Llano News,
Fredericksburg Standard, Junction Eagle,
and Brady Standard-Herald

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PROPOSAL SUBMITTAL CHECKLIST

The Proposer's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the proposal.

Proposer shall check each box indicating compliance.

THE ITEMS ON THE CHECKLIST BELOW MUST BE INCLUDED IN YOUR PROPOSAL SUBMISSION

- Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Proposer is providing or has provided Term Contract for Road Building Materials of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Completed and Signed FORM 1295.
- Copy of Certificate of Insurance (COI). The COI at a minimum should reflect your firm/company's general insurance coverage.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.
- One (1) Original and three (3) Response Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

Each Proposer shall ensure that required parts of the response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Please read the "Proposal Submittal Checklist" included in this package.

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

SECTION 1. INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

This Request for Proposal (RFP) is to receive proposals from qualified contractors regarding Term Contract for Road Building Materials. Mason County intends to award an initial contract term of three (3) years with two (2) optional one (1) year renewals.

Mason County reserves the right to award one or more contracts or no contracts under this RFP.

The following items are provided as general information and specifications as required by Mason County.

1.1 PROPOSER INSTRUCTIONS

Read the document carefully. Follow all instructions. Proposer is responsible for fulfilling all requirements and specifications.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein. Be sure your proposal package is complete.

1.2 GOVERNING LAW

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that Mason County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer shall immediately notify County Judge Sheree Hardin of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Proposer fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

Contractors in receipt of this RFP shall notify, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 PROPOSAL PREPARATION COST

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to Mason County.

1.6 SIGNATURE OF PROPOSAL

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposer contractually. If the Proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to Mason County prior to the submission of the proposal or with the proposal.

1.7 ECONOMY OF PRESENTATION

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 PROPOSAL OBLIGATION

The contents of the proposal and any clarification thereof submitted by the selected Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County’s response to questions; (2) the Contractor’s Best and Final Offer, and (3) the Contractor’s response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor’s Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

1.10 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, Mason County’s interpretation shall govern.

1.11. IMPLIED REQUIREMENTS

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this Request for Proposals describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP will result in disqualification.

1.13 PROPOSER REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

PROPOSERS doing business with Mason County are required to be registered with The System for Award Management (SAM), with an “active” status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

In instances where a PROPOSER has either an “Inactive” SAM Registration or is not currently registered with the System for Award Management, the County may initially accept proof (printout from the SAM website) that the PROPOSER has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as “responsive” to the specifications for the project.

However, the SAM Registration must be completed (showing “active” status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

ALL NON-EXEMPT PROPOSERS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH PROPOSAL SUBMISSION.

INSTRUCTIONS:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.

PROPOSERS must enter the required information on Form 1295 and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded PROPOSER), to Mason County WITH RFP PROPOSAL SUBMISSION.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 9.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), PROPOSERS entering into contracts and professional agreements with Mason County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory, and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contracts exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and of any qualified PROPOSER is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295													
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY													
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE		Must file online at www.ethics.state.tx.us/File													
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS															
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE.															
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)												
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; padding: 2px;">Controlling</th> <th style="width: 50%; padding: 2px;">Intermediary</th> </tr> <tr> <td style="text-align: center; padding: 2px;">X</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center; padding: 2px;">X</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>	Controlling	Intermediary	X			X						
Controlling	Intermediary														
X															
	X														
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.															
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.															
5 Check only if there is no Interested Party. CHECK BELOW IF APPLICABLE <input type="checkbox"/>															
6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. My name is _____, and my date of birth is _____. My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) <div style="text-align: right; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>															
ADD ADDITIONAL PAGES AS NECESSARY															

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017
NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

In the event of an emergency or if Mason County is declared a disaster area, by the County, State, or Federal Government, a contract (executed in response to this Request for Proposal) may be subjected to unusual usage. Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in the contract shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the contract, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

1.16 EVALUATION

Mason County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Mason County shall have sole responsibility for determining a reliable source. Mason County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of Mason County.

1.17 WITHDRAWAL OF PROPOSAL

The Proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to Mason County any time prior to the submission deadline. The Proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.18 SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of Mason County to increase the participation of Small, Minority (MBE), Women-owned (WBE), Veteran-owned Business Enterprises (VBE), and Historically Underutilized Business (HUB) in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

Dallas Fort Worth MBDA Business Center

8828 N. Stemmons Freeway, Ste. 550 B
Dallas, TX 75247
214-920-2436
Website: <https://www.mbdadfw.com>
Email: admin1@mbdadallas.com

El Paso MBDA Business Center

2401 East Missouri Avenue El
Paso, TX 79903
915-351-6232
Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>
Email: treed@ephcc.org

Houston MBDA Business Center

3100 Main Street, Ste. 701

Houston, TX 77002

713-718-8974

Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>

Email: mbda@hccs.edu

San Antonio MBDA Business Center

501 W. Cesar E. Chavez Blvd., Ste. 3.324 B

San Antonio, TX 78207

210-458-2480

Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>

Email: Jacqueline.jackson@utsa.edu

Small and woman-owned business may be eligible for assistance from **U.S. Small Business Administration (SBA)**:

Website: <https://www.sba.gov/local-assistance>

Dallas/Fort Worth District Office

150 West Parkway, Ste. 130

Eules, TX 76040

817-684-5500

Website: <https://www.sba.gov/district/dallas-fort-worth>

Email: dfwdo.email@sba.gov

El Paso District Office

211 N. Florence St, Ste. 201 El

Paso, TX 79901

915-834-4600

Website: <https://www.sba.gov/district/el-paso>

Email: Suzanne.aguirre@sba.gov

Houston District Office

8701 S. Gessner Dr, Ste. 1200

Houston, TX 77074

713-773-6500

Website: <https://www.sba.gov/district/houston>

Email: houston@sba.gov

Lower Rio Grande Valley District Office

2422 E. Tyler Ave, Suite E

Harlingen, TX 78550

956-427-8533

Website: <https://www.sba.gov/district/lower-rio-grande-valley>

Email: lrgvdo.email@sba.gov

San Antonio District Office

615 E. Houston St, Ste 298

San Antonio, TX 78205

210-403-5900

Website: <https://www.sba.gov/district/san-antonio>

Email: sado.email@sba.gov

West Texas District Office

1205 Texas Ave, Room 408

Lubbock, TX 79401

806-472-7462

Website: <https://www.sba.gov/district/west-texas>

Email: lubdo@sba.gov

HUB certification information can be found at:

Statewide Procurement Division VetHUB Program

P.O. Box 13186

Austin, TX 78711

512-463-5872 or 888-863-5881

Website: <https://comptroller.texas.gov/purchasing/PROPOSER/hub>

Email: VetHUBProgram@cpa.texas.gov

**PROPOSER: INSERT HUB, SBE, MBE, WBE, or VBE Certification behind this page.
(if applicable)**

1.19 AWARD

Mason County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Proposer, and/or to reject any or all proposals. In the event the highest dollar Proposer meeting specifications is not awarded a contract, the Proposer may appear before Commissioners' Court and present evidence concerning his responsibility.

1.20 OWNERSHIP OF PROPOSAL

All proposals become the property of Mason County and will not be returned to Proposers.

1.21 DISQUALIFICATION OF PROPOSAL

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Mason County certifies that the Proposer has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Proposers.

1.22 CONTRACTUAL DEVELOPMENT

The contents of the RFP and the selected proposal will become an integral part of the contract but may be modified by provisions of the contract as negotiated. Therefore, the Proposer must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.23 ASSIGNMENT

The selected PROPOSER(s) may not assign, sell, or otherwise transfer this contract without written permission of the Mason County Commissioners' Court.

1.24 CONTRACT OBLIGATION

Mason County Commissioners' Court must award the contract, and the County Judge or other person authorized by Mason County Commissioners' Court must sign the contract before it becomes binding on Mason County or the Proposer. **Department heads are not authorized to sign agreements for Mason County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.25 TERMINATION

Mason County reserves the right to terminate the contract for default if the awarded PROPOSER breached any of the terms therein, including warranties of proposal, or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Mason County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Mason County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

1.26 DEFECTIVE MATERIALS

The contractor/supplier shall, at their own expense, promptly remove and replace any materials that fail to meet project specifications, including material testing results.

1.27 TESTING

Mason County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review.

Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.28 LOSS, DAMAGE, OR CLAIM

The Proposer shall totally indemnify Mason County against all claims by its employees, agents, or representatives or

personal injury arising from any cause. In addition, the Proposer shall totally indemnify Mason County against all claims of loss or damage to the Proposer's and Mason County's property, equipment, and/or supplies.

1.29 TAXES

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

1.30 NON-DISCRIMINATION

The successful Proposer(s) will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.31 CONFLICT OF INTEREST

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract, and none has been promised contingent upon the award of contract. And will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

By submitting a proposal in response to this RFP, all Proposers affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Proposer, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Proposer, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. **Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.**

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

If any material in the proposal submission is considered by Proposer to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Proposer), **Proposer must clearly mark the applicable pages of Proposer's proposal submission to indicate each claim of confidentiality. Additionally, Proposer must include a statement on company letterhead identifying all Proposal section(s) and page(s) that have been marked as confidential.** Mason County will protect from public disclosure such portions of a proposal, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire proposal submission is protected from disclosure because it contains some proprietary information is not acceptable and will make the entire proposal submission subject to release under the Texas Public Information Act.

By submitting a proposal, Proposer agrees to reproduction by Mason County, without cost or liability, of any copyrighted portions of Proposer's proposal submission or other information submitted by Proposer.

1.33 WAIVER OF SUBROGATION

Proposer and Proposer's Insurance Carrier waive any and all rights whatsoever with regard to subrogation against Mason County as an indirect party to any suit arising out of personal or property damages resulting from the Proposer's performance under this agreement.

- 1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.
- 1.36.4 If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with Mason County showing that coverage has been extended.
- 1.36.5 The Contractor shall obtain from each person providing services on a project, and provide to Mason County:
- 1.36.5.1 A certificate of coverage, prior to that person beginning work on the project, so Mason County will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 1.36.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 1.36.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.36.7 The Contractor shall notify Mason County in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.36.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers’ Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 1.36.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 1.36.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 1.36.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 1.36.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 1.36.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 1.36.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 1.36.9.4.2 The coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 1.36.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 1.36.9.6 Notify Mason County in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

- 1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.36.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to Mason County that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 1.36.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles Mason County to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from Mason County.

PROPOSER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For proposal purposes, a general COI will suffice. However, a COI that includes the notation "Mason County as an additional insured" will be required from Awarded Proposer(s) prior to the issuance of a Task Order.

SECTION 2. FEMA MANDATED CONTRACT PROVISIONS

ADDITIONAL TERMS AND CONDITIONS FOR FEMA PUBLIC ASSISTANCE GRANT PROJECTS - Effective 10/1/2024

The following terms and conditions are required and apply when the non-federal entity "NFE" expends federal funds to be reimbursed by the FEMA Public Assistance Grant for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between "NFE" and - _____ ("Contractor") in all situations where Contractor has been paid or will be paid with federal funds.

2.1 LEGAL/CONTRACTUAL/ADMINISTRATIVE REMEDIES FOR BREACH OF CONTRACT

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.

2.2 TERMINATION FOR CAUSE AND CONVENIENCE

Pursuant to Federal Rule (B) above, when "NFE" expends federal funds, "NFE" reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a task order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. "NFE" also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if "NFE" believes, in its sole discretion that it is in the best interest of "NFE" to do so. Contractor will be compensated for work performed and accepted and goods accepted by "NFE" as of the termination date if the contract is terminated for convenience of the NFE. Any award under this procurement process is not exclusive and "NFE" reserves the right to purchase goods and services from other Contractors when it is in "NFE"'s best interest.

2.3 COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

2.3.1 Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2.3.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1). of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

2.3.3 Withholding for unpaid wages and liquidated damages. NFE shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on

account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

2.3.4 Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

2.4 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

2.4.1 Clean Air Act

2.4.1.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2.4.1.2 The contractor agrees to report each violation to NFE and understands and agrees that NFE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

2.4.1.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.4.2 Federal Water Pollution Control Act

2.4.2.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2.4.2.2 The contractor agrees to report each violation to NFE and understands and agrees that NFE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

2.4.2.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.5 DEBARMENT AND SUSPENSION

2.5.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2.5.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

2.5.3 This certification is a material representation of fact relied upon by NFE. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to NFE, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- 2.5.4** The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.6 BYRD ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (APPENDIX A to this document). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.7 PROCUREMENT OF RECOVERED MATERIALS

- 2.7.1** In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

2.7.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

2.7.1.2 Meeting contract performance requirements; or

2.7.1.3 At a reasonable price.

- 2.7.2** Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- 2.7.3** The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

2.8 PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- 2.8.1** Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

- 2.8.2** Prohibitions.

- 2.8.2.1** Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- 2.8.2.2** Unless an exception in paragraph 3 of this clause applies, contractor and any subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds received from the Federal Emergency Management Agency to:
- 2.8.3** Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
- 2.8.4** Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
- 2.8.5** Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system; or
- 2.8.6** Provide, as part of its performance of this contract, any subcontract; any other contractual instrument; or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

2.9 EXCEPTIONS

- 2.9.1** This clause does not prohibit contractor or subcontractors from providing:
 - 2.9.1.1** A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or
 - 2.9.1.2** Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- 2.9.2** By necessary implication and regulation, the prohibitions also do not apply to:
- 2.9.3** Covered telecommunications equipment that:
- 2.9.4** Is not used as a Substantial or Essential Component of any system and
- 2.9.5** Is not used as Critical Technology of any system.
- 2.9.6** Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

2.10 REPORTING REQUIREMENT

- 2.10.1** In the event contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical Technology as part of any system, or if contractor is notified of such by a subcontractor at any tier or by any other source, contractor shall report the information in paragraph 4b of this section to NFE, unless procedures for reporting the information are established elsewhere in this contract.
- 2.10.2** Contractor shall report the following information to contractor pursuant to paragraph 4(a) of this section:

- 2.10.2.1** Within one business day from the date of such identification or notification: contract number; order

number(s), if applicable; contractor name; contractor unique entity identifier (if known); contractor Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2.10.2.2 Within ten business days of submitting the information in paragraph 4(b)(i) of this section, any further available information about mitigation actions undertaken or recommended. In addition, contractor shall describe (a) the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services and (b) any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.

2.10.3 Subcontractor. Contractor shall cause to be inserted into all subcontracts and other contractual instruments relating to the performance of this contract the substance of this Section H, including this paragraph 5.

2.11 DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2.12 ACCESS TO RECORDS

2.12.1 The contractor agrees to provide NFE, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2.12.2 The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

2.12.3 The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

2.12.4 In compliance with the Disaster Recovery Act of 2018, NFE and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2.13 CONTRACT CHANGES AND MODIFICATIONS

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

2.14 DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

2.15 COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2.16 NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to NFE, contractor, or any other party pertaining to any matter resulting from the contract.

2.17 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the contract.

2.18 COPYRIGHT AND DATA RIGHTS

The Contractor grants to the NFE a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the (insert name of the non-federal entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the NFE data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the NFE.

Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. It is further acknowledged that contractor certifies compliance with all provisions, laws, acts, regulations, etc., as specifically noted above.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

**2.19 CERTIFICATION REGARDING LOBBYING
APPENDIX A – 44 C.F.R. PART 18**

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by title 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

2.20 DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid/proposal. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor _____ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

<p>REQUIRED FORM Proposer: Please complete this form and include with proposal submission.</p>

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

Each Respondent shall ensure that required parts of the RFP response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Respondent is responsible for submitting: One (1) original and three (3) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

The County requests that response submissions NOT be bound by staples or glued spines.

Respondent shall monitor Mason County Website for any addenda, additional instructions, or RFP updates.
<https://www.co.mason.tx.us>

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Responses must be submitted in complete original form by mail or messenger to the following address:

**Mason County Judge
PO Box 1726 (mailing)
201 Ft. McKavett St. (physical)
Mason, Texas 76856**

Respondent shall submit response in a tightly sealed envelope or box, plainly marked "SEALED RFP RESPONSE." The outside of the envelope or box shall also include the RFP Number, RFP Name, RFP Due Date, and the Respondent's Name and Address; and shall be addressed to Mason County Judge.

All submissions must be received by 10 AM CT on Thursday, April 2, 2026.

- Late responses will not be accepted and will be returned unopened to the Respondent.
- Mason County will not accept any responsibility for responses being delivered by third party carriers.
- RFP responses will be accepted at the above address until the time and date specified herein.
- Mason County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP.
- All responses submitted in response to this solicitation shall become the property of Mason County and will be a matter of public record available for review.
- All protests should be coordinated through Mason County prior to award recommendation to Commissioners' Court.

Please direct questions related to the bid process to County Judge Sheree Hardin at sheree.hardin@co.mason.tx.us. Questions related to road material specifications should be directed to Road and Bridge Administrator Chris Magee at chris.magee@co.mason.tx.us.

COUNTY HOLIDAYS 2026

~~January 1 (Thursday) - New Year's Day~~
~~January 19 (Monday) - Martin Luther King Day~~
~~February 16 (Monday) - Presidents' Day~~
April 3 (Friday) - Good Friday
May 25 (Monday) - Memorial Day
June 19 (Friday) - Juneteenth
July 3 (Friday) - Independence Day
September 7 (Monday) - Labor Day
October 12 (Monday) - Columbus Day
November 1 (Wednesday) - Veterans' Day
November 15, 26, & 27 (Wednesday, Thursday, & Friday) - Thanksgiving
December 24 & 25 (Thursday & Friday) - Christmas

SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFP closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known PROPOSERS interested in the project to extend the deadline. It will be the responsibility of the PROPOSER to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by Mason County by the exact time specified in the RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held at 10 AM CT on Friday, March 13, 2026. The location of the Pre-Proposal Conference:

**Mason County Courthouse
Commissioners Courtroom
201 Ft. McKavett St.
Mason, Texas 76856**

3.2 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

Questions related to the bid process should be directed to County Judge Sheree Hardin at sheree.hardin@co.mason.tx.us. Questions related to road material specifications should be directed to Road and Bridge Administrator Chris Magee at chris.magee@co.mason.tx.us.

The Deadline for asking questions or requesting additional information (in writing) is **March 20, 2026, at 10 AM CT.**

3.3 TENTATIVE SCHEDULE OF EVENTS

Week of March 1, 2026	First advertisement of RFP
Week of March 8, 2026	Second advertisement of RFP
March 13, 2026	Pre-Proposal Conference, 10 AM CT
March 20, 2026	Last Day for Questions, 10 AM CT
March 27, 2026	Final Q&A Addendum issued by Mason County
April 2, 2026	10 AM CT Proposals Due (late proposals will not be considered)
April 10, 2026	Evaluation Committee Convenes to Evaluate and Tabulate Scoring
April 13, 2026	Recommendation for Award to Commissioners Court

Please note:

The above schedule of events is *tentative* in nature. Dates listed are subject to change.

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered, and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

The County requests that proposal submissions NOT be bound by staples or glued spines.

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Qualifications, Experience, Logistical Capacity, & Safety Record
- D. Proposer Identifying Information
- E. Cost Proposal Form (PAGE 35)
- F. Copy of RFP Specifications and any Addenda in their entirety.
(Note: All forms should be completed, and any information requested should be inserted/included)

4.3 TAB 1 - TRANSMITTAL LETTER

The Proposer must submit a transmittal letter that identifies the entity submitting the proposal and includes a commitment by that entity to provide the materials or services required by the County. The transmittal letter must state that the proposal is valid for **(90)** days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than **(90)** days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

4.4 TAB 2- TABLE OF CONTENTS

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

4.5 TAB 3 - QUALIFICATION, EXPERIENCE, LOGISTICAL CAPACITY, & SAFETY RECORD

- 4.5.1 The County will evaluate based on the Proposer's qualifications and successful experience in project/contracts of similar scope. County will consider the relevance of experience for all parties proposed as a part of the team
- 4.5.2 Provide a one-page narrative that describes Proposer's overall qualifications.
- 4.5.3 Submit a list of at least three (3) similar contracts performed by Proposer. The list should include names, telephone numbers, and email addresses of the clients, preferably counties, if possible
- 4.5.4 Description of Proposer's safety record listing all warnings, notifications, violations and/or citations received from pertinent federal, and/or state agencies in the past three (3) years by the Proposer, transporter, storage facility and/or disposal facility
- 4.5.5 Provide name, title, address, telephone and fax number, and email address of your single point of contact to represent your company with the County during the Contract
- 4.5.6 Indicate the physical address of the plant site being offered on road building materials to be picked up by the County. If more than one (1) site, please indicate which materials are being offered by location
- 4.5.7 Include information for Subcontractors, if applicable
- 4.5.8 Proposer shall provide a brief narrative that clearly and concisely describes the Respondent's organization and approach to the contract to include general availability, current Quality Assurance/Quality Control (QA/QC) procedures and problem resolution, current Safety procedures/policies, and any additionally relevant information.

4.6 TAB 4 - PROPOSER IDENTIFYING INFORMATION

Proposers must provide the following identifying information with their proposal submission:

- 4.6.1 Name and address of business entity submitting the proposal;
- 4.6.2 Type of business entity (i.e., corporation, partnership);
- 4.6.3 Place of incorporation, if applicable;
- 4.6.4 Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;
- 4.6.5 Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;
- 4.6.6 The Proposer's Federal Employer Identification Number
- 4.6.7 Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project; and
- 4.6.8 A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

4.7 TAB 5 – COST OF GOODS AND SERVICES

- 4.7.1 The County will evaluate price as an important, but not sole factor, considering the cost of base services and optional services if applicable.
- 4.7.2 Proposer shall submit the required pricing in the format of the Cost Proposal Form in this solicitation on Page 35.

4.8 TAB 6 - COPY OF RFP SPECIFICATIONS AND ANY ADDENDA IN THEIR ENTIRETY.

(Note: All forms should be completed, and any information requested should be inserted/included)

SECTION 5. SCOPE OF WORK

5.1 SCOPE OF CONTRACT - INDEFINITE QUANTITY

Mason County (herein after referred to as "County") is seeking qualified Contractor(s) to provide Road Construction Materials, for delivery and/or allowances for County to pick up road construction materials at Contractor's plant, on an as-need basis.

No guarantee of quantities is being offered by the County in the section of the form marked as "Indefinite Delivery/Indefinite Quantity". The Cost Proposal Form also includes a section for estimated quantities related to permanent repair to damages related to DR-4879 Texas Severe Storms, Straight-line Winds, and Flooding. These estimates are based on current project information and could adjust up or down by 20%.

Road Construction Materials shall include, but not be limited to, granite gravel, caliche, crushed limestone, asphalt, liquid asphalt, chip seal rock, and unclassified fill.

- 5.1.1** Task Orders may be issued from date of Award. All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a Task Order and this contract, the contract shall control.
- 5.1.2** Upon receipt of Task Order from County is considered "issued". Task Orders may be issued by mail, fax or confirmation email.
- 5.1.3** If the County's requirements do not result in orders in the quantities described as "ESTIMATED" on the Cost Proposal Form, that fact shall not constitute the basis for an equitable price adjustment.
- 5.1.4** If the County urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the County may acquire the urgently required goods or services from another source.
- 5.1.5** Any Task Order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and County's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

5.2 CONTRACTOR REQUIREMENTS

5.2.1 QUALIFICATIONS

Specified services shall be performed by a Contractor with a minimum of three (3) years' experience or documented experience specializing in this type of work. Contractor shall hold all proper and current licenses and bonds. In addition, the Contractor is responsible for obtaining all required permits and inspections, as applicable.

5.2.2 GENERAL REQUIREMENTS

The Contractor shall supply all labor, equipment, materials, transportation, and tools necessary for the proper execution and completion of the work; and shall perform in the best and most workmanlike manner the complete scope of services and everything incidental thereto, as stated in the specifications or reasonably implied in accordance with the contract documents.

The Contractor shall be solely responsible for their vehicles, equipment, tools, supplies, materials, and other property. The Contractor shall remove such items from the work sites at the end of each delivery, as practical, and keep them in the Contractor's possession unless otherwise approved by the County.

Contractor is required to have a centralized point of contact and shall provide full time supervision of qualified personnel with demonstrated experience to perform the work required under this solicitation. Unless specified to the contrary, all material used shall be new and of the best kind and grades specified and all workmanship shall be up to the best recognized standards known to the various trades. Contractor shall not subcontract or assign the performance of any of the services in this contract without the prior written approval of the County.

5.2.3 SPECIFICATIONS

All materials shall adhere to the TxDOT 2024 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges and to ADA Standards for Accessible Design. Any quantities noted in the Cost Proposal Form are to assure equitable bidding and may vary greatly in the contract.

Unit prices for delivery options must be all inclusive of all labor, materials, and equipment for the performance of specified services. There shall be no additional charges for fuel, insurance, supplies, or any other separate charges.

SECTION 6. PROPOSAL EVALUATION AND SELECTION PROCESS

6.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

The proposal evaluation and selection process is detailed in this section, as are other factors and the format in which the cost response of each proposal must be submitted.

6.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 35 -36 of these specifications** in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 35-36 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

6.3 EVALUATION COMMITTEE

The Evaluation Committee will consist of three members representing the County.

6.4 EVALUATION PROCESS

RFP Submittals that do not conform to the instructions or which do not address all the materials as specified within this RFP specifications packet may be eliminated from consideration. Delivery options and other options proposed are not mandatory responses. However, Mason County reserves the right to accept such a submittal if it is determined to be in the best interest of the County.

While Mason County appreciates a brief, straightforward, and concise reply, proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the proposer. The proposal document may be incorporated into any contract which results from this RFP, and PROPOSER(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the PROPOSER to meet such claims will result in a requirement that the PROPOSER provide resources necessary to meet submitted claims.

Mason County may initiate discussions with selected PROPOSERS; however, discussions may not be initiated by PROPOSERS.

Mason County expects to conduct discussions with PROPOSER's representatives authorized to contractually obligate the PROPOSER with an offer. **PROPOSERS shall not contact any Mason County personnel during the RFP process without the express permission from the Mason County Judge. Mason County will disqualify any PROPOSER who has made site visits, contacted Mason County personnel, or distributed any literature without authorization from the Mason County Judge.**

All correspondence relating to this RFP, from advertisement to award shall be sent Mason County to the attention of County Judge Sheree Hardin. All presentations and/or meetings between Mason County and the PROPOSER relating to this RFP shall be coordinated by the Mason County Judge.

Mason County expects to conduct negotiations with PROPOSER representatives authorized to contractually obligate the PROPOSER with an offer. If PROPOSER is unable to agree to contract terms and conditions, Mason County reserves the right to terminate contract negotiations with that PROPOSER and initiate negotiations with another PROPOSER.

6.5 PROPOSAL EVALUATION CRITERIA

- PROPOSER QUALIFICATIONS– 20%
- EXPERIENCE IN PROJECTS OF SIMILAR SCOPE AND SIZE – 20%
- LOGISTICAL CAPACITY AND DELIVERY – 20%
- SAFETY RECORD – 15%
- COSTS OF GOODS AND SERVICES – 25%

ADDENDA

**PROPOSER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

**COST PROPOSAL FORM – TERM CONTRACT FOR ROAD BUILDING MATERIALS
RFP #26-4879DR-M**

Name of Proposer:	
Signature:	
Title:	

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

County Materials – Indefinite Quantity/Indefinite Delivery

Item #	Item Description	Unit of Measure	Unit Price
1	Decomposed Granite Gravel	Cubic Yard	
2	Caliche	Cubic Yard	
3	Crushed Limestone	Cubic Yard	
4	Unclassified Fill	Cubic Yard	
5	LRA TY 1 GR AA Plus (Asphalt Base)	Ton	
6	Hot Mix Cold Lay Type D (Patching/Level Up Material)	Ton	
7	Chip Seal Rock #3	Ton	
8	Chip Seal Rock #4	Ton	
9	Chip Seal Rock #5	Ton	
10	Liquid Asphalt -TR Fog	Gallon	
11	Liquid Asphalt – CRS-2P	Gallon	

Materials – FEMA DR-4789 Project

Estimates are based on current project information and could adjust up or down by 20%

Item #	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Estimated Total
1	Decomposed Granite Gravel	310,919	Cubic Yard		
2	Caliche	51,652	Cubic Yard		
3	Crushed Limestone	6,142	Cubic Yard		
4	Unclassified Fill	14,982	Cubic Yard		
5	LRA TY 1 GR AA Plus (Asphalt Base)	7,086	Ton		
6	Hot Mix Cold Lay Type D (Patching/Level Up Material)	300	Ton		
7	Chip Seal Rock #3	1,000	Ton		
8	Chip Seal Rock #4	3,675	Ton		
9	Chip Seal Rock #5	2,520	Ton		
10	Liquid Asphalt -TR Fog	50,000	Gallon		
11	Liquid Asphalt – CRS-2P	220,000	Gallon		

Delivery Option

Vehicle Type	Price Per Loaded Mile				
	0-10 Miles	11-30 Miles	31-60 Miles	61-100 Miles	101+ Miles
Dump Truck					
• 10-yard					
• 12-yard					
• 14-yard					
	Price Per Loaded Mile				
Truck with Belly Dump Trailer	0-10 Miles	11-30 Miles	31-60 Miles	61-100 Miles	101+ Miles
• 20-yard (min)					
Truck with End Dump Trailer					
• 20-yard (min)					

Optional Items (Attach additional sheets as needed)

	Description	Qty.	UOM	Proposer Notes
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

END OF PUBLISHED COST PROPOSAL FORM

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

RFP Number & Name: RFP 26-4879DR-M, Term Contract for Road Building Materials for Mason County

Proposer's Company/Business Name: _____

Proposer's Federal TAX ID Number: _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address

Address

City, State, Zip Code

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

PROPOSER REFERENCES FORM

Proposer: Please list at least three (3) companies or governmental agencies (preferably a county) where the same or similar products and/or services as contained in this specification package were recently provided.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REQUIRED FORM
Proposer: Please complete this form and include with proposal submission.

SIGNATURE PAGE

This Proposal/RFP Response shall remain in effect for **90 days** from RFP opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFP Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFP response in collusion with any other Respondent, and that the contents of this RFP response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFP Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFP. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

RFP Respondent (Contractor Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

<p>REQUIRED FORM Proposer: Please complete this form and include with proposal submission.</p>

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

<p>_____</p> <p>Signature of Contractor's Authorized Official</p> <p>_____</p> <p>Name and Title of Contractor's Authorized Official <i>(Please Print)</i></p> <p>_____</p> <p>Date</p>
--

<p>REQUIRED FORM</p> <p>Proposer:</p> <p>Please complete this form and include with proposal submission.</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

CONFLICT OF INTEREST QUESTIONNAIRE

For PROPOSER doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code§ 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code§ 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a PROPOSER if:
- (2) the PROPOSER:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and PROPOSER has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the PROPOSER;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and PROPOSER has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the PROPOSER.

Local Government Code§ 176.006(a) and (a-1)

- (a) A PROPOSER shall file a completed conflict of interest questionnaire if the PROPOSER has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the PROPOSER:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the PROPOSER becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the PROPOSER has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Mason County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Non-resident RFP Respondent" refers to a person who is not a resident.
- (4) "Resident RFP Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that _____ [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal/response:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Mason County.

Mason County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by Mason County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located.

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of (company or business name) _____ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

Date

On this _____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Notary Signature

Date

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

Senate Bill 252 Certification Form

Prohibition on Contracts with Terrorist Organizations

The Texas Legislature approved legislation that will impact all government contracts for goods and services. This addendum requires a certification from any vendor/independent contractor entering into a contract with Port Neches-Groves ISD to ensure the vendor/contractor complies with the requirements stipulated herein.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153:

SB 252 prohibits governmental entities from contracting with parties on the State Comptroller's list of companies known to have contracts with, or provide supplies or services to, an organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. As a result of this law, governmental entities are required to certify that vendors/independent contractors are not on the listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan, or any Foreign Terrorist Organization.

I, (authorized official) _____
do hereby depose and certify the truthfulness and accuracy of the contents of the statements submitted on this certification, that the company named below:

- 1) does not do business with Iran, Sudan or any Foreign Terrorist Organization; and
- 2) will not do business with Iran, Sudan or any Foreign Terrorist Organization during the term of the contract; and
- 3) is not listed on the website of the Comptroller of the State of Texas

Company Name

Signature of Authorized Signature

Title of Authorized Signature

Date

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

RESPONDENT'S AFFIDAVIT

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Mason County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Mason County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

By:

Sworn to and subscribed before me

Signature

this _____ day of _____, 20__

Name & Title, Type or Printed

Mailing Address

Telephone Number

Notary Public

City, State, Zip Code

State of _____

My Commission Expires: _____

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.