



August 8, 2016

Robert Boyd
Comal County; Assistant Engineer
195 David Jones Drive
New Braunfels, TX 78132

Subject: Contract #17-18-06 Performing Agency Email: boydro@co.comal.tx.us

Dear Mr. Boyd

I am pleased to announce that the proposal you submitted in response to the Alamo Area Council of Governments' (AACOG) FY 2016-17 Municipal Solid Waste Pass-Through Grants Request for Applications was chosen for funding.

Please:

1. Sign both contract on page 2 – Performing Agency
2. Fill in the information and sign **Attachment F, Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts and Grants** (*pages 66-68 of your contract*);
3. Fill in the information and sign **Attachment G, Audit Certification Form** (*page 69 of your contract*);
4. Attach the required information on **Attachment H, Certification of Insurance** (*page 70 of your contract*);
5. Fill in the information and sign **Attachment I, Purchasing Policy Forms** (*page 71 of your contract*);
6. Read and Review **Attachment J, Compliance Tools for Applicable Statutes and Regulations** (*last six pages of contract*)
7. Return both copies back to AACOG, Attn: Dr. Georgia Zannaras. When they are signed a fully executed copy will be returned to you. You may not begin purchasing items for your grant until you receive your fully executed contract.

PLEASE NOTE: All purchases must be preapproved by AACOG; all contracts for services (HHW, etc) must be preapproved by AACOG. Copies of quotes/bids must be sent to AACOG.
If you have any questions please contact me at (210)362-5287

We look forward to working with you on these projects.

Sincerely yours,

A handwritten signature in blue ink that reads "Georgia Zannaras".

Dr. Georgia Zannaras
Resource Recovery Manager

GZ: clk

**ALAMO AREA COUNCIL OF GOVERNEMENTS SOLID WASTE
INTERLOCAL AGREEMENT**

**THE STATE OF TEXAS
COUNTY OF BEXAR**

THIS INTERLOCAL AGREEMENT (this "Agreement") is entered into by and between the State of Texas governmental entities shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

I. Contracting Parties

The Receiving Agency: Alamo Area Council of Governments (AACOG)

The Performing Agency: Comal County (PERFORMING AGENCY)
Grant Number- 16-18-G01

II. Statement of Services to be Performed: See Special Contract Provisions, Attachment A, Article 2; and Attachment B.

III. Basis for Calculating Reimbursable Costs

Actual Cost Reimbursement as documented by invoicing and proof of payment and submitted on forms in Attachment E.

IV. Agreement Amount

The total dollar amount of this Agreement shall not exceed \$12,500.00

V. Payment for Services

The Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers or authorized Purchase Orders drawn by the Receiving Agency payable to the Performing Agency. Insert after "based" upon submission of the completed request for reimbursement found in attachment E.

Checks/payments should be made payable and mailed to:

**COMAL COUNTY
195 DAVID JONES DRIVE
NEW BRAUNFELS, TX 78132**

Request for Reimbursement shall be sent to:
DR. GEORGIA ZANNARAS
RESOURE RECOVERY MANAGER
ALAMO AREA COUNCIL OF GOVERNMENTS
8700 TESORO DRIVE, SUITE160
SAN ANTONIO, TX 78217-6628

VI. Term and Termination

This Agreement shall begin on the day of full execution and shall, unless as otherwise provided for herein, terminate on June 30, 2017. Reporting requirement extend beyond the termination date. See special contract provisions, Attachment A, article 1

VII. Certifications

The undersigned Contracting Parties do hereby certify that each is authorized to perform the services required by this Agreement and that such services further a governmental function of Receiving Agency. Payment for the services performed by the Performing Agency will be made from current revenues available to the Receiving Agency.

The Texas Commission on Environmental Quality (TCEQ) has certified that it has the authority to contract with the Alamo Area Council of Governments (AACOG) by authority granted in the Current Appropriations; Texas Water Code, section 5.229 and Texas Health and Safety Code, Chapter 371. Funds for this subcontract are provided from the Solid Waste Disposal and Transportation Fees.

This Solid Waste Interlocal Agreement is entered into by and between the parties named below. Neither the TCEQ nor the State of Texas is a party to this agreement.

Receiving Agency	Performing Agency
Name: Diane Rath	Name:
Title: Executive Director	Title:
Signature: <i>Diane Rath</i>	Signature:
Date: 8/12/2016	Date:

**Alamo Area Council of Governments
Solid Waste Interlocal Agreement
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**Alamo Area Council of Governments
Solid Waste Interlocal Agreement
SPECIAL CONTRACT PROVISIONS
Attachment A**

Article 1. Period of Performance

The period of work performance of this Solid Waste Interlocal Agreement (hereafter, the Contract) begins on **September 1, 2016**. Final spending on this Interlocal Agreement ends **June 30, 2017**. Final reporting on this Interlocal Agreement ends **August 28, 2017**. A required one year follow up report must be submitted by **August 28, 2018**.

Article 2. Scope of Services

All parties agree that the PERFORMING AGENCY, in consideration of compensation hereinafter described, shall provide as specifically described in the Special Programs Provisions of this Solid Waste Interlocal Contract, of paying for the County residents to participate in the City of New Braunfels HHW Collection.

The PERFORMING AGENCY agrees to implement the Project according to the agreed upon budget in an amount not to exceed \$25,000.00 as detailed in Attachment C, Article 3 of this Contract.

Failure on the part of the PERFORMING AGENCY to comply with the conditions set forth in this Contract shall be a basis for termination of the Contract and/or revocation of any unexpended or inappropriately expended funds.

Article 3. Legal Authority

The PERFORMING AGENCY warrants and assures AACOG that it possess adequate legal authority to enter into this Agreement. The PERFORMING AGENCY's governing body, where applicable, has authorized the signatory official(s) to enter into this Contract and bind the PERFORMING AGENCY to the terms of this Contract and any subsequent amendments hereto. The activities funded under this Contract shall be in accordance with all provisions of this Agreement, all applicable state and local laws, rules, regulations, guidelines and revisions thereto. The main governing standards include, but may not be limited to the following:

1. Chapter 361, 363, and 364 of the Texas Health & Safety Code.
2. Title 30 TAC, Chapter 330, Subchapter O, Texas Commission on Environmental Quality (TCEQ) Rules.
3. Title 30 TAC, Chapter 14, TCEQ Rules.
4. The Uniform Grant and Contract Management Act, Texas Government Code, §§783.001, et. seq., and the Uniform Grant Management Standards, 1 TAC §§5.141-5.167 (collectively UGMS). Link: www.governor.state.tx.us/files/state-grants/UGMS062004.doc.
5. General Appropriations Act, 84th Regular Legislative Session.
6. Pursuant to §391 of the Local Government Code, funds received under this contract may be expended only subject to the limitations and reporting requirements set forth in this Article.
7. The supplemental financial administration guidance established by TCEQ to be applied to all contracts listed in Attachment C, Article 2 of this agreement.

Article 4. AACOG Obligations

(a). Municipal Solid Waste Disposal and Transportation Revenue Fee

It is the understanding of the parties that the source of the funds provided by AACOG and TCEQ is the Municipal Solid Waste Disposal and Transportation Revenue Fee (MSWDTRF). Due to demands upon that source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the MSWDTRF will be depleted prior to completion of this Contract. This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purpose of this Contract or the respective claim, suit, or obligation, as applicable, and the subsequent transfer of applicable funds by TCEQ to AACOG.

(b). Measure of Liability

In consideration of full and satisfactory performance hereunder, AACOG will be liable to PERFORMING AGENCY in an amount equal to the actual costs incurred by PERFORMING AGENCY in rendering such performance, subject to the following limitations:

1. AACOG is not liable for expenditures made in violation of the Authorized Budget and funding guidelines in Attachment C, which outline the standards which shall apply to the PERFORMING AGENCY'S use of funds provided under this Contract, including prohibited activities and expense categories as defined by the TCEQ.
2. AACOG is not liable for any costs incurred by PERFORMING AGENCY in the performance of this Contract which have not been billed to AACOG within forty-five (45) days following termination of this Contract.
3. AACOG is not liable to PERFORMING AGENCY for costs incurred or performance rendered by the PERFORMING AGENCY for costs incurred by PERFORMING AGENCY before commencement of this Contract or after termination of this Contract.
4. Except as specifically authorized by AACOG in writing, AACOG is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in the Texas Uniform Grant and Contract Standards, collectively UGMS, <http://www.governor.state.tx.us/files/state-grants/UGMS062004.doc>.
5. Notwithstanding any other provisions of this Contract, it is understood and agreed by the parties hereto that AACOG's obligation under this Agreement are contingent upon actual receipt of funds from the Texas Commission on Environmental Quality to meet AACOG liabilities hereunder.

(c). Method and Schedule of Payment

1. **Financial Reporting.** No later than the tenth day following the end of the first full quarter of the period of performance for this Contract, CONTRACTOR must submit to AACOG a report detailing allowable expenditures incurred during the previous quarter. Allowable expenditures are set forth in Attachment D of this Contract and are made on a reimbursement basis only. This report must be submitted on the AACOG Financial Report Form found at Attachment E together with such reporting documentation as AACOG may require. (*A quarterly financial report is due each quarter even if there are no expenses to report.*)

2. **Payments.** Upon review and approval of each AACOG Financial Report Form, AACOG will make payment to PERFORMING AGENCY against AACOG liabilities to be accrued hereunder.

Article 5. Additional Documentation and Financial Monitoring Program

1. **Financial Monitoring Program.** The PERFORMING AGENCY will adhere to the following financial monitoring requirements to receive reimbursement for authorized expenditures and ensure the expenditures incurred were reasonable and necessary to the project.

- (i) Payments to the PERFORMING AGENCY will be made only on a reimbursement basis. To receive reimbursement the PERFORMING AGENCY must submit the following:

- Form PT-F1 as found in Attachment E of this Contract
- Form PT-F2 as found in Attachment E of this Contract
- Supplemental Forms F2-A through F2-D (when appropriate) as found in Attachment E of this Contract
- Copies of checks, front and back
- Invoices
- List of bid responses for applicable purchases
- Copy of Request For Proposal and list of Request For Proposal responses (if applicable)

- (ii) The PERFORMING AGENCY must provide AACOG with a copy of the PERFORMING AGENCIES Purchasing Policy for AACOG to determine that the Purchasing Policy is being adhered to by the PERFORMING AGENCY. A copy of the purchasing policy must be forwarded with the signed contract. If the PERFORMING AGENCY does not have a Purchasing Policy in place, the PERFORMING AGENCY may follow UGMS–Texas Uniform Grant Management Standards.

- 1) AACOG may allow a pass-through grant recipient to account for expenses incurred and request reimbursement of outlays under either a cash or accrual basis, as defined and authorized under the UGMS. To be eligible for reimbursement under this Contract, a cost must have been incurred and either paid by the pass-through grant recipient prior to claiming reimbursement from AACOG or incurred by the last day of the grant period and liquidated no later than forty-five (45) calendar days after the end of that grant period.
- 2) The AACOG will review all materials provided by the PERFORMING AGENCY with a request for reimbursement (Forms PT-F1 and PT-F2), and will not make a reimbursement payment unless all required items listed under Article 5, Section 1(i) of this Attachment have been provided and are deemed to be accurate.
- 3) The AACOG shall reimburse or otherwise make payment to the PERFORMING AGENCY only for expenses incurred during the term of the Contract between AACOG and the PERFORMING AGENCY.
- 4) The AACOG will not reimburse or otherwise make payment to the PERFORMING AGENCY for an expenditure that is not authorized

under this Contract. If it is determined by either the AACOG or the TCEQ that an expenditure that was reimbursed is not an authorized expense, the AACOG shall request return of those funds from the PERFORMING AGENCY or, where appropriate, the application of those funds to other authorized expenses, and shall not provide additional reimbursements to the PERFORMING AGENCY until the funds are returned or are applied to other authorized expenses.

- 5) If the PERFORMING AGENCY performs any work knowing or having reason to know that it is contrary to governing laws and applicable regulations, the PERFORMING AGENCY shall bear all claims, costs, losses and damages caused by, arising out of, or resulting there from.

2. **Documentation Required.** In general, expenditure documentation to be maintained by the PERFORMING AGENCY should be whatever is necessary to show that the work was performed and that the expense was, in fact, incurred. In addition, the documentation should also support the fact that the expenditure was reasonable and necessary to this Contract. Documents that should be maintained, as appropriate for the expense, include but are not limited to the following:

- (a) Salary/Wages – Timesheets that have been signed and approved.
- (b) Travel – Documentation which, at a minimum, is consistent with State Travel Regulations. The purpose of the travel should be documented and supported with actual receipts for hotel accommodations, public transportation receipts, airlines receipts, etc.
- (c) Equipment – Receipts, purchase orders, invoices, and canceled checks. Quotes and/or Bids where applicable.
- (d) Supplies – Receipts, purchase orders (if issued), invoices, and canceled checks.
- (e) Contractual – All of the above plus documentation that the costs were reasonable and necessary. The same standards will be applicable to subrecipients.
- (f) Other – All of the above apply.

3. **Additional Documentation.** If requested by the AACOG, the PERFORMING AGENCY agrees to provide to the AACOG the additional expense records and documentation materials, as listed in Section 2 of this Article and appropriate for the expense, for the time period requested by the AACOG, except that the PERFORMING AGENCY will not be asked to submit records that have already been provided to the AACOG with a Financial Status Report. The AACOG will provide reasonable time for the PERFORMING AGENCY to comply with a request for additional records. If the AACOG requests to review additional records to be provided by the PERFORMING AGENCY under the AACOG's financial monitoring program, the AACOG will review those records and provide the PERFORMING AGENCY a written summary of the findings of that review. The AACOG will also allow the PERFORMING AGENCY reasonable time to respond to any findings of noncompliance or other problems identified by the records review.

(c). **PERFORMING AGENCY Final Financial Status Report**

No later than forty-five (45) calendar days following spending termination of this Contract, the PERFORMING AGENCY must submit to AACOG a final "Financial Status Report," on which item (5) of the form indicates that the report is the "Final Report." If all expenditures have been completed before the end of the spending date Contract, the PERFORMING AGENCY shall submit the final "Financial Status Report" with final "Request for Reimbursement." If all expenditures have not been completed before the end of the spending date of the Contract, the PERFORMING AGENCY shall release unexpended or unencumbered funds to AACOG who will reprogram the funds or return the funds to TCEQ.

Article 6. Program Reporting Requirements

- (a). The PERFORMING AGENCY shall prepare and submit to the AACOG, quarterly progress and results reports as designated in **Attachment B** of this Contract. These reports concern the performance under this Contract, documenting program accomplishments and units of work performed under **Attachment B** of this Contract. These quarterly progress reports, to be submitted by the PERFORMING AGENCY, are found in Attachment E of this Contract and shall include Form PT-S1 which documents the progress and completion of tasks; Form PT-R1, the Waste Diversion Tracking Form; and Forms R1a, R1d or R1h (as applicable to the project or as requested by the AACOG). Payments (reimbursements) required under this contract may be withheld by the AACOG until such time as any past-due progress reports are received.
- (b). The PERFORMING AGENCY quarterly progress reports required under (a) of this Section contain descriptions of activities and costs for the AACOG to ensure that the provisions of this Contract are being complied with. In particular, any legal research and related legal activities shall be clearly detailed in the quarterly progress reports to assure the AACOG that the activities are not prohibited under **Attachment C**, Article 2 of this contract (relating to Supplemental Funding Standards). The PERFORMING AGENCY shall comply with any reasonable request by the AACOG for additional information on activities conducted for the AACOG to adequately monitor the PERFORMING AGENCIES progress in completing the requirements of and adhering to the provisions of this Contract.
- (c). The PERFORMING AGENCY will certify in writing to the AACOG, through a final progress report, the satisfactory completion of all activities and deliverables required under this Contract. The final quarterly progress report shall be provided by **August 28, 2017**. The final progress report shall consist of the forms mentioned in (a) of this Section (See Attachment B) and found in **Attachment E** of this Contract.
- (d). The PERFORMING AGENCY shall continue to document, as appropriate to the type of project, the results of the project activities for the life of the program or activity, even if the program or activity's life extends beyond the terms of this Contract. The PERFORMING AGENCY shall prepare and submit a follow-up project results report on a standard reporting form supplied to the PERFORMING AGENCY by the AACOG by **August 28, 2018**. This follow-up report must provide sufficient detail to allow the AACOG to submit a consolidated report to the TCEQ by **September 15, 2018**. The follow-up report is a requirement of this contract, but it does not negate the need to keep results if the project activities continue beyond the terms of this agreement. For example, if equipment such as a chipper funded by this grant is used for ten years, ten years of results should be kept. The date of the Follow-up Report may change if the information is requested earlier by TCEQ.

- (e). The PERFORMING AGENCY shall maintain the forms found in Attachment E of this Contract so that a follow-up results report can be prepared. The PERFORMING AGENCY shall provide the AACOG with a follow-up results report on **August 28, 2018** so that the AACOG can report to the TCEQ the results of the projects funded under this Contract.
- (f). The PERFORMING AGENCIES failure to comply with the requirements of this Article shall constitute a breach of this Contract.
- (g). The AACOG may require the PERFORMING AGENCY to provide any additional reports or information as may be necessary to adequately track the progress of the grant-funded project or respond to TCEQ inquiries.

Article 7. Monitoring Requirements

- (a). AACOG may periodically monitor the PERFORMING AGENCY for:
 - 1. The degree of compliance with the terms of this Contract, including compliance with applicable rules, regulations, and promulgations referenced herein; and
 - 2. The administrative and operational effectiveness of the project.
- (b). AACOG shall conduct periodic analysis of PERFORMING AGENCIES performance under this Contract for the purpose of assessing the degree to which contractual objectives and performance standards, as identified in this Contract or as subsequently amended, are achieved by PERFORMING AGENCY.
- (c). The AACOG shall conduct at least one visit to each implementation project funded under this Contract to evaluate the progress of the project. For any project that entails the purchase of equipment or expenditures for constructed facilities, the AACOG shall, whenever possible, view all equipment and facilities to verify the equipment purchases or the facility construction. The AACOG shall maintain records and documentation of all project site visits, to include pictures of project sites and equipment, documentation of visit dates, a summary of the status of the project, and any notes or other information about the visit.

Article 8. Title To and Management of Equipment and Constructed Facilities

Subject to the obligations and conditions set forth in this Contract, title to all equipment and/or facilities (hereinafter, "property") acquired under this Contract will vest, upon acquisition or construction, with the PERFORMING AGENCY.

- (a). Subject to the provisions of this Contract and as otherwise provided by state statutes, property acquired or replaced under this Contract or a subgrant contract shall be used for the duration of its normally expected useful life to support the purposes of this Contract whether or not the original projects or programs continue to be supported by state funds.
- (b). The use of property acquired under this Contract, both during the term of this Contract and for the useful life of the property or until compensation is provided to the TCEQ for the applicable percentage share of the fair market value of the property upon disposal, shall be in compliance with §361.014(b) of the Texas Health and Safety Code, which directs that a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.

(c). The PERFORMING AGENCY shall conduct physical property inventories, to maintain property records and necessary control procedures, and to provide adequate maintenance and protection with respect to all property acquired under this Contract for which the PERFORMING AGENCY retains title, as further set forth in Subsections (i) through (x) below.

(i) The PERFORMING AGENCY and subgrant recipients may develop and use their own property management systems, which must conform to all applicable federal, state, and local laws, rules and regulations. If an adequate system for accounting for property owned by the PERFORMING AGENCY or the subgrant recipient is not in place or is not used properly, the Property Accounting System Manual issued by the State Comptroller of Public Accounts will be used as a guide for establishing such a system. The property management system used by the PERFORMING AGENCY and subgrant recipients must meet the requirements set forth in this Section.

Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds title, the acquisition date, and the cost of the property, percentage of state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(ii) A physical inventory of all equipment acquired or replaced under this Contract shall be conducted no less frequently than once every two years and the results of such inventories reconciled with the appropriate property records. Property control procedures utilized by the PERFORMING AGENCY and the sub-grant recipients shall include adequate safeguards to prevent loss, damage, or theft of the acquired property. Any loss, damage, or theft shall be investigated. The PERFORMING AGENCY and the sub-grant recipients shall develop and carry out a program of property maintenance as necessary to keep both originally acquired and any replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event such property is sold.

Certain types of equipment are classified as "controlled assets" and are subject to annual revision. In accordance with the UGMS, the PERFORMING AGENCY and sub-grant recipients should contact the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's State Property Accounting User Manual available on the Internet, for the most current listing. The following equipment with costs between \$500 and \$5,000 shall be maintained on the inventory system: (1) stereo systems, (2) still and video cameras, (3) facsimile machines, (4) VCRs and VCR/TV combinations and (5) cellular and portable telephones. All single unit acquisitions equal to or greater than \$5,000 shall be maintained on the inventory system.

(iii) All property acquired or replaced under this Contract shall be used by the PERFORMING AGENCY to support the purposes of this Contract for as long as the equipment or facilities are needed for such purposes, whether or not the original projects or programs continue to be supported by State funds.

(iv) For property with a current fair-market, per-unit value of five thousand dollars or more (\geq \$5,000), the PERFORMING AGENCY shall, for the purpose of replacing the property acquired under this Contract, either trade-in or sell the property and

use the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.

- (v) For property with a current fair-market, per-unit value in excess of five thousand dollars (\$5,000), the PERFORMING AGENCY shall, for the purpose of replacing the property acquired under this Contract, obtain written authorization from the AACOG prior to trading in or selling the property and using the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.
- (vi) Property with a current fair-market, per-unit value of less than five thousand dollars (\$5,000), if no longer needed for the support of the authorized projects or programs under this Contract, whether original or replacement, may be used in support of other activities currently or previously supported by the AACOG, or, alternatively, may be made available for use on other projects or programs, providing such other use will not interfere with the work on those projects or programs for which such equipment or facilities were originally acquired or constructed.
- (vii) For property with a current fair-market, per-unit value in excess of five thousand dollars (\$5,000), if no longer needed for support of the authorized projects or programs under this Contract, whether original or replacement, the PERFORMING AGENCY shall obtain written authorization from the AACOG prior to changing the use of the property, to include selling or transferring ownership of the property. In requesting authorization for a change in use of the property, the PERFORMING AGENCY shall provide information as requested by the AACOG, to include information to assure that the new use of the property will adhere to the requirements of Section (b) of this Article. Prior to authorizing the PERFORMING AGENCY to change the use of the property, the AACOG may, at its discretion, require the PERFORMING AGENCY to notify and request input from private industry providers of recycling or solid waste services in the area of the proposed new use or activity, to determine that a competitive advantage issue does not exist.

If any property acquired through this grant is no longer needed by the PERFORMING AGENCY, the PERFORMING AGENCY must contact AACOG before removing the property from the PERFORMING AGENCY'S inventory. AACOG will begin the disposition process in accordance with TCEQ guidelines.

- (viii) If any property acquired or replaced under this Contract is sold or transferred during its useful life, the TCEQ is entitled to a share of the proceeds from such sale or may require the transfer of ownership of the property to a third party, provided the fair-market, per-unit value of the property at the time of the sale is in excess of five thousand dollars (\$5,000). The TCEQ's share of the sale proceeds shall be the same percentage as was the funding provided under this Contract that enabled the original purchase or acquisition of the property in question. Property that is no longer needed and that has a fair market, per-unit value of five thousand dollars (\$5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the AACOG, provided the other requirements set forth in this Article are met, including the requirements of Section (b) of this Article.
- (ix) If, prior to the termination date of this Contract, the PERFORMING AGENCY determines that any property acquired with funds provided as a result of this Contract is no longer needed for the original intended project, the AACOG may

require the PERFORMING AGENCY to transfer title and possession of such property to a third party named by the TCEQ.

- (x) The PERFORMING AGENCY or subgrant recipient shall not grant or allow to a third party a security interest in any original or replacement property purchased or constructed with funds made available to the PERFORMING AGENCY under this Contract.

Real property must be maintained on an Inventory and is subject to the requirements of UGMS, Part III, Subpart C.

Article 9. Compliance with Applicable Laws

- (a). The PERFORMING AGENCY shall give all notices and comply with all laws, ordinances, rules, regulations and order of any public authority bearing on the performance of this contract, including, but not limited to, the laws referred to in this Contract. If the PERFORMING AGENCY or AACOG observes that this Contract is at variance there within any respect, the observing party shall promptly notify the other party in writing, and any necessary changes shall be adjusted by appropriate Contract modification. On request, the PERFORMING AGENCY shall furnish AACOG needed modification. The main governing standards includes, but may not be limited to the following:

1. Chapter 361, 363, and 364 of the Texas Health & Safety Code.
2. Title 30 TAC Chapter 330, Subchapter O, Texas Commission on Environmental Quality (TCEQ) Rules.
3. Chapter 14 of the TCEQ Regulations (30 TAC Chapter 14).
4. The Uniform Grant and Contract Management Act, Texas Government Code, §§783.001, et. seq., and the Uniform Grant Management Standards, 1 TAC §§5.141-5.167 (collectively UGMS). Link: www.governor.state.tx.us/files/state-grants/UGMS062004.doc.
5. General Appropriations Act, 84th Regular Legislative Session.
6. Pursuant to §391 of the Local Government Code, funds received under this contract may be expended only subject to the limitations and reporting requirements set forth in this Article.
7. The supplemental financial administration guidance established by TCEQ to be applied to all contracts listed in Attachment C, Article 2 of this agreement.

- (b). If the PERFORMING AGENCY performs any work knowing or having reason to know that it is contrary to Laws or Regulations, the PERFORMING AGENCY shall bear all claims, costs, losses and damages caused by, arising out of or resulting there from.

- (c). With each funded project, it is the responsibility of the PERFORMING AGENCY to identify the TCEQ rules and regulations which may apply to the activity funded. All funded entities must comply with all applicable rules are regulations, even if the local government is exempt from notifying the TCEQ of the funded activity, e.g., local government recycling initiatives. Attachment J contains links and charts that may be of assistance in ensuring compliance with the TCEQ rules and regulations.

Article 10. Authorized Representatives

- (a). The AACOG hereby designates the person at Exhibit A-1, Project Representative, as the individual authorized to give direction to the PERFORMING AGENCY for the purposes of this Contract. The AACOG Project Representative shall not be deemed to have authority to bind the AACOG in contract unless the EXECUTIVE DIRECTOR of the AACOG has delegated such authority.
- (b). The PERFORMING AGENCY shall identify at Exhibit A-1 its Project Representative, the person authorized to receive direction from the AACOG, to manage the work being performed, and to act on behalf of the PERFORMING AGENCY. The PERFORMING AGENCIES Project Representative shall be deemed to have authority to bind the PERFORMING AGENCY in contract unless the PERFORMING AGENCY, in writing, specifically limits or denies such authority to the PERFORMING AGENCIES Project Representative.
- (c). Either party may change its Project Representative. In addition, the Project Representative of either party may further delegate his or her authority as necessary, including any delegation of authority to a new Project Representative. The party making the change in Project Representative shall provide written notice of the change or delegation to the other party within ten (10) days.
- (d). The PERFORMING AGENCY shall ensure that its Project Representative, as designated in Exhibit A-1, Project Representative, or his or her delegate, is available at all times for consultation with the AACOG.

Exhibit A-1

The TCEQ hereby designates the individual below as the person to give direction to the AACOG as Project Representative of TCEQ:

Cheryl Untermeyer
Waste Permits Division, MC 126
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087
Telephone: (512) 239-6016; Fax: (512) 239-6166

The AACOG hereby designates the individual below as the person to give direction to the PERFORMING AGENCY as Project Representative of AACOG:

Georgia Zannaras, Ph.D., Resources Recovery Manager
Alamo Area Council of Governments (AACOG)
8700 Tesoro Drive, Suite 160
San Antonio, Texas 78217-6228
Telephone: (210) 362-5287; Fax: (210) 225-5937

The PERFORMING AGENCY hereby designates the individual named below as the person authorized to receive direction from the AACOG, to manage the work being performed, and to act on behalf of the PERFORMING AGENCY as a Project Representative:

Robert Boyd; Assistant Engineer

Comal County

195 David Jones Drive

New Braunfels, TX 78132

Telephone: (830)608-2090; Fax: (830)608-2009

Email: boydro@co.comal.tx.us

The PERFORMING AGENCY designates the following location for record access and review pursuant to *Attachment A* and *Attachment E* of this Contract or any other applicable provision:

David Renken; County Auditor

Email: renken@co.comal.tx.us

Telephone: (830)221-1200

**Alamo Area Council of Governments
Solid Waste Interlocal Agreement
WORK PROGRAM OF PERFORMING AGENCY
Attachment B**

PROJECT GOAL STATEMENT:

The goal of the Comal County's proposed project for door-to-door household hazardous waste collections is to provide a safer environment for Comal County citizens by reducing the presence of hazardous materials in local homes. This program address AACOG's goal #1, which is to provide for recovery of material resources by emphasizing reuse, reduction, and recycling. Most of the waste collected door-to-door by Waste Management is recycled.

Task 1:

- a. Activity and/or Deliverable: Execute Contract
 - Timeframe: Within one month of receipt ()
 - Responsible Entity: AACOG and Comal County

Task 2: Provide \$25,000.00 to the City of New Braunfels in accordance with the Interlocal Agreement for HHW Collection and between the City of New Braunfels and Comal County

- b. Activity and Deliverable:
 - Timeframe: to scheduling agreed upon by Comal County and the City of New Braunfels
 - Responsible Entity: Comal County

Responsible Entity: City of San Antonio

Task 4: Record Keeping and Reports

Deliverable:

- c. Turn in all applicable reports as listed below

d. Due Dates

1. Quarterly Reports*

- (a). December 10, 2017
- (b). March 10, 2017
- (d). June 10, 2017

2. Final Report

- (a). August 28, 2017

3. Follow-up Results Report

- (a). August 28, 2017*
(May change upon request from TCEQ)

Responsible Entity: Comal County

* One-time events will turn in quarterly reports just until the event is held. After the event is held, the next scheduled quarterly report will be the final quarterly report for that event. Final reports for the biennium and a follow-up report the following year will still be required.

* Reports may be submitted earlier than listed date.

DRAFT

Attachment C

D. PERFORMING AGENCY BUDGET AND AUTHORIZATIONS

Article 1. Expense Category Standards

In addition to the standards and requirements of this Contract, the definitions and requirements set forth in Sections (a)-(h) of this Article shall apply to the PERFORMING AGENCY'S use of funds provided under this Contract and assignment of expenses to the expense categories of the Authorized Budget.

(a). Personnel

1. Appropriate salaries and fringe benefits for employees working directly on the funded project may be authorized.
2. Proposed changes in personnel must be approved by AACOG.

(b). Travel

1. Travel expenses directly related to the conduct of the funded program, incurred by employees assigned to the project, may be authorized.
2. No out-of-state travel will be paid under this Contract. Special out-of-region travel to training events and conferences must be authorized. Acceptance as part of the budget in the agreement constitutes authorization.
3. In accordance with the UGMS, if the PERFORMING AGENCY does not have an established written travel policy approved by the local jurisdiction, all employee-related travel expenses must be claimed at no higher than the rates allowed by the State of Texas for its employees.

(c). Supplies

1. Expenses for supplies necessary for the conduct of the funded project may be authorized. Expenses include non-construction-related costs for goods and materials having a unit acquisition cost (**excluding freight**) of less than \$1,000. Such expenditures shall generally relate to routine purchase of office supplies and other goods consumed by the PERFORMING AGENCY in a relatively short time in the performance of this Contract.
2. Non-routine expenditures of goods and materials not defined as equipment should be charged to the "Other" expense category.

(d). Equipment

1. Equipment purchases necessary and appropriate for the approved project may be authorized and include expenditures for non-construction-related, tangible, personal property having a unit acquisition cost of \$5,000 or more (including freight and set-up costs) and an estimated useful life of more than one year.
2. No equipment is to be purchased by the PERFORMING AGENCY unless approved in advance by the AACOG.
3. Any equipment that will be used for other activities, in addition to the funded project, may only be funded at an amount reflecting the appropriate percentage of time it will be directly used for the funded project.

4. All applicable laws and regulations concerning purchases of equipment over \$5,000 according to the PERFORMING AGENCY'S local purchasing policy. If no local policy exists, consult AACOG.

(e). Construction

1. Appropriate construction costs, related to the enhancement or building of permanent facilities, may be authorized, including costs of planning, of materials and labor, of attached equipment and of any subcontracts performed as part of the project.
2. No expenditures under the "Construction" expense category shall be allowed unless approved in advance by AACOG in writing.
3. All applicable laws and regulations concerning bidding and contracting for service must be followed.

(f). Contractual Expenses

1. Expenses for professional services and tasks provided by a firm or individual who is not employed by the PERFORMING AGENCY, and which are related directly to the approved implementation project, may be authorized.
2. No contractual costs should be incurred by the PERFORMING AGENCY unless the contract is approved in advance by AACOG in writing.
3. All applicable laws and regulations concerning bidding and contracting for service must be followed for all the PERFORMING AGENCY, suppliers, and others.
4. All contractual expenditures using funds provided under this Contract shall meet all procurement laws and regulations applicable to the GRANTEE and its PERFORMING AGENCY'S and the Uniform Grant and Contract Management Act and the Uniform Grant Management Standards. Note that competitive bidding will generally be required.
5. THE PERFORMING AGENCY contractual costs must comply with allowable cost requirements. The PERFORMING AGENCIES that are governmental entities must engage in contractor selection on a competitive basis in accordance with their established policies. If the PERFORMING AGENCY has no competitive procurement policy or is a private entity, the PERFORMING AGENCY must generally select contractors by evaluation and comparison of price, quality of goods or services and past performance. All sub grants awarded by the PERFORMING AGENCY under this Contract shall be in accordance with Subpart C., Sec. __.37, Subsection (b) of the State Uniform Administrative Requirements for Grants and Cooperative Agreements as set forth in Part III of the *Uniform Grant Management Standards*.
6. Unless otherwise provided in the Contract, the PERFORMING AGENCY shall obtain and pay for all construction permits and licenses. The PERFORMING AGENCY shall pay all charges of utility owners for connections to the work, and the PERFORMING AGENCY shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

(g). Other Expenses

1. Other Expenses, not falling under the main categories, may be authorized, if appropriate for the proposed project.
2. Any "Other" category expenses not specifically spelled out below, including computer hardware or software purchases not included under the "Equipment" expense category shall be reimbursed only if approved in advance by AACOG in writing.
3. Other expenses, related directly to the approved implementation project, for which prior authorization is not generally required include:
 - (i) Books and reference materials, subscriptions, dues, membership, training and registration fees;
 - (ii) Postage, telephone, FAX and utilities expenses;
 - (iii) Space and equipment rentals, office furniture, repair and maintenance costs;
 - (iv) Printing and reproduction, advertising, public notices, signs.

(h). Indirect Costs:

AACOG may authorize indirect costs under an agreement with a subgrant recipient, in accordance with the procedures established in the UGMS. In accordance with the UGMS, when a subgrant recipient has a negotiated agreement signed within the past 24 months by a federal cognizant agency or state single audit coordinating agency, the indirect rate authorized in that agreement may be accepted by AACOG. Alternatively, AACOG may authorize a subgrant recipient to recover up to 10% (percent) of the direct salary and wage costs of providing the service (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation.

Article 2. Supplemental Funding Standards

- (a) In addition to the standards set forth in applicable statutes and regulations, the standards outlined below apply to all uses of the funds provided under this Contract. Unless authorization is otherwise specifically provided for in or under the terms of this Contract, the PERFORMING AGENCY shall ensure that the use of funds provided under this Contract, to include funds provided for pass-through grants, is in accordance with the supplemental funding standards set forth in this Article.
- (1) **Payment of Fees.** Pass-through grant recipients must not be in arrears on payment of their solid waste disposal fees to the State of Texas at the time an implementation project is selected for funding.
 - (2) **Land Acquisition Costs.** Funds provided under this Contract may not be used to acquire land or an interest in land.
 - (3) **Municipal Solid Waste-Related Programs Only.** Funds provided under this Contract may not be used for programs dealing with wastes that are not considered solid waste as defined in 30 TAC 330.3, TCEQ Rules.
 - (4) **Programs Solely Related to Collection of Certain Special Wastes.** Funds provided under this Contract may not be used for programs and activities solely related to the management of scrap tires, used oil, oil filters, antifreeze, lead-acid batteries or other special wastes excluded from disposal in MSW landfills. However, collection of these materials may be included as part of a comprehensive program, as long as that is not the sole intent of the program.

- (5) **Activities Related to the Disposal of Municipal Solid Waste.** Funds provided under this Contract may not be used for activities related to the disposal of municipal solid waste. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; any landfill-related facilities or activities, including the closure and post-closure care of a landfill; or other activities and facilities associated with the ultimate disposal of municipal solid waste. However, this provision does not apply to activities specifically included under an authorized project category, to include landfill scales, citizen's collection stations and small registered transfer stations. In addition, activities that would otherwise be eligible for funding, such as recycling, but that are located at a disposal facility may be funded.
- (6) **Projects Requiring a TCEQ Permit.** Funds provided under this Contract may not be used for expenses related to projects or facilities that require a permit from the TCEQ. This provision, however, does not apply to projects or activities that may be located at a permitted facility that, by themselves, would not require a permit and would be otherwise be eligible for funding. Prior approval of the exempted project or activities must be obtained from TCEQ.
- (7) **Projects Requiring TCEQ Registration.** Projects or facilities that require registration with the TCEQ under state regulations, and which are otherwise eligible for funding, may be funded as an implementation project. However, only those expenses related to design and engineering work necessary prior to obtaining a registration may be reimbursable by the AACOG before the registration is finally received. No actual site development, construction, equipment purchases, or similar expenses may be reimbursed prior to and until such time that a required registration is received.
- (8) **Projects that Create a Competitive Advantage over Private Industry.** In accordance with Section 361.014(b) of the Texas Health and Safety Code and 30 TAC §330.649(d), TCEQ Rules, a project or service funded under this Contract must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry includes non-profit entities and not for profit-non-profit governmental entities.
- (9) **Supplanting Existing Funds.** Funds may not be used to supplant salaries of an existing staff position, where the functions assigned to that position will not change. Staff positions where the assigned functions will remain the same and that were active at the time of the grant application, and were funded from a source other than a previous solid waste grant, are ineligible for grant funding.
- (10) **Acquisition of Goods and Services.** Recipients of funds under this Contract must comply with all state and local laws and regulations pertaining to the acquisition of goods and services. In recognition of the requirement that projects not create a competitive advantage over a private industry, it is a goal of this program that competitive processes be used to the extent possible for all purchases using grant funds. In addition, grant sub-recipients are encouraged to participate in the State Cooperative Purchasing Program.
- (11) **Legislative and Lobbying Expenses.** In accordance with state laws and regulations, funds provided under this Contract may not be used for expenses to

support political activity, either directly or indirectly. As required under §33, Article IX of H.B. 1, the standards set forth in §5, Article IX of H.B. 1, shall apply to the use of funds provided under this Contract.

- (12) **Food/Entertainment Expenses.** In accordance with UGMS, funds provided under this Contract may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized per diem expenses for food costs incurred while on travel status.
- (13) **Use of Alcoholic Beverages.** As required under §33, Article IX of H.B. 1, the standards set forth in §11, Article IX of H.B. 1, shall apply to the use of funds under this Contract. In accordance with those standards, no funds provided under this Contract shall be used for the payment of salaries to any employee who uses alcoholic beverages on active duty. None of these funds shall be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.
- (14) **Funds to Law Enforcement Agencies.** Funds provided under this Contract may not be provided to any law enforcement agency regulated by Chapter 1701, Texas Occupations Code as provided by the General Appropriations Act (80th Leg. R.S.) of the Texas Government Code, unless the law enforcement agency is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701 of the Texas Occupations Code, or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.
- (15) **Funds may not be used to assist an entity or individual to comply with an existing or pending federal, state, or local judgment or enforcement action.** This restriction includes assistance to an entity to comply with an order to clean up and/or remediate problems at an illegal dump site. However, the TCEQ may waive these restrictions, at its discretion and on a limited case-by-case basis, to address immediate threats to human health or the environment, and where it is demonstrated that the responsible party does not have the resources to comply with the order.
- (16) **Funds may not be used to pay penalties imposed on an entity for violation of federal, state, or local laws and regulations.** This restriction includes expenses for conducting a supplemental environmental project (SEP) under a federal or state order or penalty. Funds may be used in conjunction with SEP funds to support the same project.

Article 3. PERFORMING AGENCIES Authorized Budget

- (a). AACOG's obligation for expenses (costs) authorized under this Contract shall in no case exceed the maximum AACOG obligation amount set forth in this attachment of this Contract.

(b). Budgeted expenses for reimbursement under this Contract are as follows:

BUDGET CATEGORY	GRANT FUNDING
1. Personnel/salaries	\$0
2. Fringe benefits	\$0
3. Travel	\$0
4. Supplies	\$0
5. Equipment	\$0
6. Construction	\$0
7. Contractual (other than construction) Contractor to provide a county-wide HHW collection: Funding for Comal County's portion in accordance with the Interlocal Agreement for HHW Collection by and between the City of New Braunfels and Comal County	\$12,500.00
8. Other:	\$0
TOTAL DIRECT COSTS (sum of 1 – 8)	\$0
9. Indirect costs *	\$0
TOTAL PROJECT COSTS (sum of 1 – 9)	\$12,500.00

*Any indirect charges must be in accordance with approved cost allocation plan, or in accordance with the Indirect Cost Computation Table in the current UGCMS, which is available from AACOG. If you have an approved cost allocation plan, please enclose documentation of your approved indirect rate.

(c). The PERFORMING AGENCY shall provide prior notification and written approval by AACOG of the specific details of an expense or purchase set forth in this section if the expenses are not already authorized under the original grant application and included in this pass-through agreement.

**Alamo Area Council of Governments
Solid Waste Contract
GENERAL CONTRACT PROVISIONS
Attachment D**

Article 1. Legal Authority

The PERFORMING AGENCY warrants and assures the AACOG that it possesses adequate legal authority to enter into this Contract. The PERFORMING AGENCIES governing body, where applicable, has authorized the signatory official(s) to enter into this Contract and bind the PERFORMING AGENCY to the terms of this Contract and any subsequent amendments hereto. The PERFORMING AGENCY agrees to adhere to the provisions of section 330.649 of the TCEQ Municipal Solid Waste Regulations and the Uniform Grant & Contract Management Standards (UGCMS).

Article 2. Scope of Services

The services to be performed by the PERFORMING AGENCY are herewith outlined in the General Contract (*Attachment D*) and Special Contract Provisions (*Attachment A*), which are hereby incorporated into and made a part of this Contract as if set out word-for-word herein.

Article 3. Purpose

- (a). The purpose of this Contract is to accomplish the provisions of §361.014(b) of the Texas Health and Safety Code as they relate to distributing solid waste fee revenue funds to support local and regional solid waste projects consistent with the regional solid waste management plans approved by the TCEQ and to update and maintain those plans.
- (b). Under the overall goals of the funding program established under House Bill 3072, the purposes of this Contract are:
 1. To enable the AACOG to carry out or conduct various municipal solid waste management-related services and support activities within the AACOG's regional jurisdiction; and
 2. To enable AACOG to report to the Legislature and promote the continuation of pass-through grant funding; and
 3. To administer an efficient and effective, region-wide, pass-through (subgrantee) assistance grants program and/or, where authorized by the AACOG in accordance with Article 5 of this Attachment, to conduct various AACOG - managed projects.
- (c). The specific purposes of this grant contract, to implement paragraph (b) above are:
 1. As specified in Special Contract Provisions, Attachment A, Article 2.

Article 4. Eligible Entities

- (a). Only those local and regional political subdivisions located within the State of Texas as listed below are eligible to receive funding from the AACOG as a pass-through grant:
 1. Cities;
 2. Counties;

3. Public schools and school districts (does not include Universities or post secondary educational institutions); and
 4. Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities.
- (b). Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and whose fee payments are in arrears, as determined by the AACOG, are not eligible to receive pass-through grant funding from the AACOG. The AACOG shall allow a potential pass-through grant applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed the state. If the potential applicant provides the AACOG with documentation of payment of the fees, such as a canceled check or receipt from the state, the AACOG may consider that applicant to be eligible to receive pass-through grant funding under this Contract. The AACOG shall notify the TCEQ of any applicants for which a determination of eligibility was made under this subsection.
- (c). Local and regional political subdivisions that are barred from participating in state contracts are not eligible to receive subgrant funds from AACOG.

Article 5. Implementation Project Categories

Only the following project categories are eligible for funding. Under each category heading is a brief description of the purpose of that category, as well as certain special requirements.

(a). Category 1: Educational and Training Projects

This category is intended to fund educational projects or training events dealing with a variety of municipal solid waste management topics. This category does not include the educational components of projects funded under the other categories.

Funding limitations applicable to this category are listed below.

1. Educational and training programs and projects funded under this program must be primarily related to the management of municipal solid waste, and funds applied to a broader education program may only be used for those portions of the program pertaining to municipal solid waste.

(b). Category 2: Source Reduction and Recycling

This category may include projects which are intended to provide a direct and measurable effect on reducing the amount of MSW going into landfills, by diverting materials from the MSW disposal stream for, recycling or reuse, or by reducing waste generation at the source. This category does not include the collection, processing, and/or recycling of scrap tires.

Funding limitations applicable to this category are listed below.

1. Any program or project funded under this program with the intent of demonstrating the use of products made from recycled and/or reused materials shall have as its primary purpose the education and training of residents, governmental officials, private entities, and others to encourage a market for using these materials.
2. Any revenues realized from recycling efforts funded through this program by a subgrant recipient must be placed back into the respective solid waste management program and may not be placed into a funded entities general revenue fund. Any monies realized must be used to promote sustainability of the funded program.

(c). Category 3: Local Enforcement:

This category consists of projects which contribute to the prevention of illegal dumping of MSW, including liquid wastes. Under this category, grant recipients would investigate illegal dumping problems; enforce laws and regulations pertaining to the illegal dumping of MSW, including liquid waste; establish a program to monitor the collection and transportation of municipal liquid wastes, through administration of a manifesting system; and/or educate the public on illegal dumping laws and regulations.

Funding limitations to this category are listed below:

1. Funds may not be provided to any law enforcement agency regulated by Chapter 1701, Texas Occupations Code, unless: (a) the law enforcement agency is in compliance with all rules developed by the Commission on Law Enforcement Standards and Education pursuant to Chapter 1701, Texas Occupations Code; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.
2. When funding is to be provided for salaries of local enforcement officers, the funds recipient must certify that at least one of the officers has attended or will attend within the term of the funding the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.
3. Local enforcement vehicles and related enforcement equipment purchased entirely with funds provided under this program may only be used for activities to enforce laws and regulations pertaining to littering and illegal dumping, and may not be used for other code enforcement or law enforcement activities. Vehicles and equipment that are only partially funded must be dedicated for use in local enforcement activities for a percentage of time equal to the proportion of the purchase expense funded.
4. Entities receiving funds for a local enforcement officer, enforcement vehicles, and/or related equipment for use by an enforcement officer, must investigate major illegal dumping problems, on both public and private property, in addition to investigating general litter problems on public property.
5. Entities receiving funds to conduct a local enforcement program must cooperate with the TCEQ's regional investigative staff in identifying and investigating illegal dumping problems. Lack of cooperation with the TCEQ staff may constitute a reason to withhold future funding to that entity for local enforcement activities.
6. Funds may not be used for investigation and enforcement activities related to the illegal dumping of industrial and/or hazardous waste. Instances where industrial or hazardous waste is discovered at a site do not preclude the investigation of that site, so long as the intent and focus of the investigation and enforcement activities are on the illegal dumping of municipal solid waste.

(d). Category 4: Household Hazardous Waste (HHW) Management

This category includes projects which provide a means for the collection, recycling or reuse, or proper disposal of household hazardous waste (HHW), including household chemicals, used oil and oil filters, antifreeze, lead-acid batteries, household electronic waste, and other materials. Funded activities can include: collection events; consolidation and transportation costs associated with collection activities; recycling or reuse of materials; proper disposal of materials; permanent collection facilities; education and public awareness programs; and School Chemical Clean-out Campaign (SC3) events and programs.

Funding limitations applicable to this category are listed below.

1. All HHW events must meet the requirements of 30 TAC 335, Subchapter N, and must be coordinated through the TCEQ HHW Program.
2. All HHW collection event activities must be conducted under an operational plan which meets the requirements of 30 TAC 335.405(a), to be maintained onsite, which addresses collection, ingress and egress, storage, transportation, recycling, and disposal.
3. All contractors must meet all Texas requirements for HHW transporting and handling.
4. The COG or funded entity must submit to the TCEQ HHW Program a 45 Day Notice which meets the requirements of 30 TAC 335.403(b). This notice must be submitted in one of the following formats through one of the following avenues:

Mailed to: TCEQ/SBEA (MC-113)
HHW Program
P.O. Box 13087
Austin TX 78711-3087

E-mailed to: Recycle@tceq.texas.gov

Faxed to: (512) 239-1065, Attn. HHW Program

Via courier to the following physical address:

TCEQ/SBEA (MC113)
HHW Program
12100 Park 35 Circle, Building F
Austin TX 78753

(e). Category 5: Citizens' Collection Stations, Recycling Facilities and "Small" Registered Transfer Stations

This category includes projects to construct MSW collection facilities in areas of the state that are underserved by collection services or lack public access to proper disposal facilities. Projects funded under this category include citizens' collection stations, as these facilities are defined under the TCEQ's MSW regulations (30 TAC Chapter 330.3); and construction of small municipal solid waste and liquid waste transfer stations that qualify for registration under §330.9(b)(1) through (3) or §330.11(e)(1), (2), or (5) of the TCEQ rules may also be funded.

Periodic community collection events, to provide for collection of residential waste materials for which there is not a readily-available collection alternative, may also be funded. This type of project may not include regular solid waste collection efforts, such as weekly waste collection. Collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system.

Funding limitations applicable to this category are listed below.

1. The design and construction of citizens' collection stations, as those facilities are defined under 30 TAC Chapter 330, TCEQ Regulations, may be funded. The costs associated with operating a citizens' collection station once it is completed may not be funded.
2. The design and construction of small municipal solid waste and liquid waste transfer stations that qualify for registration under §330.4(d) or §330.4(r), TCEQ Regulations, may be funded. Other permitted or registered transfer stations may not be funded. A municipal solid waste transfer facility may be eligible for a registration if it serves a

municipality with a population of less than 50,000, or a county with a population of less than 85,000, or is used in the transfer of 125 tons or less of municipal solid waste per day. A liquid waste transfer station may qualify for a registration if it will receive less than 32,000 gallons or less per day. The costs associated with operating a transfer station once it is completed may not be funded.

3. Periodic community collection events, to provide for collection and proper disposal of non- recyclable residential waste materials for which there is not a readily-available collection alternative, may be funded. This type of project may not include regular solid waste collection activities, such as weekly waste collection. Funded collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents.

(f). Category 7: Litter and Illegal Dumping Cleanup

This category may include both ongoing and periodic activities to clean up litter and illegal dumping of MSW, excluding cleanup of scrap tire dumping sites. Projects under this category may support Lake and River Cleanup events, conducted in conjunction with the TCEQ's and Keep Texas Beautiful's Lake and River Cleanup program. Eligible expenses include waste removal, disposal or recycling of removed materials, fencing and barriers, and signage. Placement of trash collection receptacles in public areas with chronic littering problems may also be funded. Reuse or recycling options should be considered for managing the materials collected through these efforts, to the extent feasible. Cleanup of hazardous waste will not be eligible for funding.

Funding limitations applicable to this category are listed below.

1. Lake and River Cleanup events must be coordinated with the TCEQ's cleanup program staff and/or the Keep Texas Beautiful organization, which is contracted by the TCEQ to administer the Lake and River Cleanup program.
2. Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor or the COG. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses. The local government sponsor or the COG must either contract for and oversee the cleanup work, or conduct the work with its own employees and equipment.
3. The costs for cleanup of hazardous waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.
4. The costs for cleanup of Class 1 non-hazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment. The cleanup of Class 2 and 3 non-hazardous industrial wastes that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.
5. All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Regulations, and

30 TAC Chapter 350, TCEQ's Risk Reduction Regulations, must be complied with as part of any activities funded under this program.

6. All materials cleaned up using funds provided under this program must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that materials removed from a site be reused or recycled. For projects to clean up large amounts of materials, the COG should consider withholding at least ten (10%) percent of the reimbursements under a pass-through grant or subcontract, until documentation is provided that the cleanup work has been completed and the materials properly managed.
7. Periodic community collection events, to provide for collection and proper disposal of non-recyclable residential waste materials for which there is not a readily-available collection alternative, may be funded. This type of project may not include regular solid waste collection activities, such as weekly waste collection. Funded collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents.

(g). Category 8: Other Types of Projects – Tire Collections

Other types of projects, not specifically prohibited from funding under the more detailed funding standards and restrictions, may be considered by TCEQ on a case-by-case basis

Any project or project category not listed as specifically eligible above, must be identified in the amended regional solid waste management plan. The COG will also need to request authorization from TCEQ to fund the proposed project or type of project. If approved by TCEQ, the additional project eligibility information will be incorporated into the grant contract. Additionally, other types of projects will not be considered for eligibility by the TCEQ if those projects are not included in the amended regional solid waste management plan.

Tire collections do appear in the Alamo Regional Solid Waste Management Plan and have been approved by TCEQ.

Funding limitations applicable to this category are listed below.

1. Tire transporters must meet TCEQ registration rules.
2. Transporters should take tires somewhere other than a landfill. Such options include reuse and/or recycling facilities.

Article 6. Insurance, Liability and Indemnification

- (a) THE PERFORMING AGENCY shall maintain insurance or legally authorized self-insurance coverage for work performed or services rendered under this Contract.
- (b) THE PERFORMING AGENCY understands and agrees that it shall be liable to repay and shall repay upon demand to AACOG any amounts determined by AACOG, its independent auditors, or any agency of state or federal governments to have been paid in violation of the terms of this Contract.
- (c) THE PERFORMING AGENCY will purchase and maintain Directors and Officers insurance or equivalent insurance coverage or other financial assurance sufficient to protect the interests of the state and AACOG in the event of an actionable actor or omission by a director or officer of the PERFORMING AGENCY.

- (d) In all subcontracts and subgrants, AACOG shall require it's PERFORMING AGENCIES and their contractors to obtain and maintain, at their own expense, insurance as will protect AACOG, the PERFORMING AGENCY and the TCEQ, its employees, and its officers from all such claims arising from the performance by the PERFORMING AGENCY'S contractors or contractor's employees resulting from the functions and services required under this Contract. Sufficient coverage shall include Workman's Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.
- (e) To the extent permitted by law, the PERFORMING AGENCY agrees to indemnify, defend and hold harmless AACOG and TCEQ and all of their employees and officers against and from any and all liability, loss, or damage arising out of the performance of this Contract. To the extent that any activity conducted by the PERFORMING AGENCY with funds provided under this Contract entails significant risk of loss or injury to individuals and third parties or their property, the PERFORMING AGENCY will secure and maintain insurance sufficient to protect PERFORMING AGENCY, AACOG and the TCEQ, and their employees and officers against claims arising from the conduct of such activities.
- (f) The PERFORMING AGENCY is required to submit a Certificate of Insurance with the signed Contract.

Article 7. Audit/Access to Records

- (a). The PERFORMING AGENCY shall maintain and make available for review, inspection and/or audit books, records, documents and other evidence reasonably pertinent to performance on all work under this Contract, including negotiated changes or amendments thereto, in accordance with accepted professional practice, appropriate accounting procedures and practices at the PERFORMING AGENCY'S Texas office. The PERFORMING AGENCY shall also maintain and make available at its Texas office the financial information and data used by the PERFORMING AGENCY or its designee (including independent financial auditors) in the preparation or support of any cost submission or cost (direct or indirect), price or profit analysis for this Contract or any negotiated subagreement or change order and a copy of the cost summary submitted to AACOG. The AACOG, TCEQ, Texas State Auditor's Office or any of AACOG's duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of review, inspection and/or audit. During the conduct of any such review, audit or inspection, PERFORMING AGENCY'S books, records, and other pertinent documents may, upon prior conference with the PERFORMING AGENCY, be copied by the AACOG or any of its duly authorized representatives. All such information shall be handled by the parties in accordance with good business ethics. The PERFORMING AGENCY shall provide proper facilities within the State of Texas for such access and inspection.
- (b). Audits conducted pursuant to this provision shall be in accordance with state law, regulations and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(s).
- (c). The PERFORMING AGENCY agrees to the disclosure of all information and reports resulting from access to records pursuant to Section (a) above to AACOG. Where the audit concerns the PERFORMING AGENCY, the auditing agency will afford the

PERFORMING AGENCY an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.

- (d). Records under Sections (a) above shall be maintained and made available during the entire period of performance of this Contract and until three (3) years from the date of final AACOG payment for the project. In addition, those records which relate to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken shall be maintained and made available until completion of such action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- (e). Access to records is not limited to the required retention periods. The authorized representative designated in Section (a) of this Article shall have access to records at any reasonable time for as long as the records are maintained.
- (f). The audit/access to records Article applies to financial records pertaining to all subagreements and all subagreement change orders and amendments. In addition, this right of access applies to all records pertaining to all subagreements, subagreement change orders and subagreement amendments: to the extent the records reasonably pertain to subagreement performance; if there is any indication that fraud, gross abuse or corrupt practices may be involved; or if the subagreement is terminated for default or for convenience.
- (g). The AACOG reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records kept by the PERFORMING AGENCY on work performed under this Contract.
- (h). The PERFORMING AGENCY agrees to include Sections (a) through (g) of this Article in all subagreements and all change orders directly related to project performance.
- (i). The PERFORMING AGENCY must submit a signed Audit Certification Form with the signed Contract.

Article 8. Independent Financial Audit

The PERFORMING AGENCY shall adhere to the Single Audit requirements of the UGMS, Part IV. The PERFORMING AGENCY shall deliver to the AACOG any applicable audit report within thirty (30) days of completion of the audit report. The PERFORMING AGENCY is responsible for including the Single Audit requirements in all subagreements and shall be responsible for insuring adherence to those requirements by all subgrantees and performing agencies.

AACOG reserves the right to conduct or cause to be conducted an independent audit of all funds received under this Contract which may be performed by the local government audit staff, a certified public accountant firm, or other auditors as designated by the AACOG. Such audit conducted in accordance with applicable professional standards and practices. The PERFORMING AGENCY understands and agrees that the PERFORMING AGENCY shall be liable to the AACOG for any costs disallowed as a result of audit.

Article 9. Amendments to Contracts

Any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal Law or Regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or regulation, provided if the PERFORMING AGENCY may not legally comply with such change, the PERFORMING AGENCY may terminate its participation herein as authorized by Article 10.

AACOG may, from time to time, require changes in the Scope of the Services of the PERFORMING AGENCY to be performed hereunder. Such changes that are mutually agreed upon by and between AACOG and the PERFORMING AGENCY in writing shall be incorporated into this Contract.

Any changes in personnel whose salaries are funded under this Contract or any other Contract amendments, including increasing or decreasing the amount of total funding, altering budget category allocations, extending or shortening the term of the agreement, or making minor changes in the scope of work, schedule, or deliverables, **must be approved in advance by the AACOG**. A detailed description of the proposed change(s) shall be submitted in writing by the PERFORMING AGENCY to AACOG for approval. Requests asking for an increase or decrease in the amount of total funding or a significant change in the scope of work are major changes and must be forwarded to TCEQ for approval. Upon approval by TCEQ, authorization to amend the Contract will be documented in writing for signature by both parties and copies of the budget form and signature page retained in the files of both AACOG and the PERFORMING AGENCY. All other changes such as altering budget categories (line items), work extensions, changes in the scope of work, schedules or deliverables will be considered minor adjustments to the contract not requiring additional signatures. Such authorizations will be documented in writing and copies of the authorization retained in the files of both the AACOG and the PERFORMING AGENCY. Authorization to amend the Contract will be documented in writing and copies of the authorization retained in the files of both the AACOG and the PERFORMING AGENCY.

Article 10. Termination of Contract

The PERFORMING AGENCY and AACOG acknowledge that this Contract may be terminated under the following circumstances:

(a). Convenience

AACOG may terminate this Contract in whole or in part without cause at any time by written notice by certified mail to the contractor whenever for any reason AACOG determines that such termination is in the best interest of AACOG. Upon receipt of notice of termination, all services hereunder of the PERFORMING AGENCY and its employees and subcontractees shall cease to the extent specified in the notice of termination. In the event of termination in whole, the PERFORMING AGENCY shall prepare a final invoice within 30 days of such termination reflecting the services actually performed pursuant to the Contract and to the satisfaction of the Executive Director or his designee which has not appeared on any prior invoice. AACOG agrees to pay the PERFORMING AGENCY, in accordance with the terms of the Contract, for services actually performed and accruing to the benefit of AACOG.

The PERFORMING AGENCY may at its discretion cancel or terminate this Contract upon thirty (30) days written notice by certified mail to AACOG. The PERFORMING AGENCY may not give notice of cancellation after it has received notice of default from AACOG. In the event of such termination prior to completion of the contract provided for herein, AACOG, agrees to pay services herein specified on a prorated basis for work actually performed and invoiced in accordance with the terms of this Contract.

(b). Default

AACOG may, by written notice of default to the PERFORMING AGENCY, terminate the whole or any part of the Contract in any one of the following circumstances:

1. If the PERFORMING AGENCY fails to perform the services herein specified within the time specified herein or any extension thereof; or
2. If the PERFORMING AGENCY fails to perform any of the other provisions of this Contract, or so fails to make progress or so violates the Contract in a manner which significantly endangers substantial performance of the Contract or completion of the services herein specified within a reasonable time, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer periods of time as may be authorized by AACOG in writing) after receiving written notice by certified mail of default from AACOG. In the event of such termination, all services of the PERFORMING AGENCY and its employees and subconsultants shall cease and the PERFORMING AGENCY shall prepare a final invoice reflecting the services actually performed pursuant to the Contract and to the satisfaction of the Executive Director of AACOG or his designee which has not appeared on a prior invoice. AACOG agrees to pay the PERFORMING AGENCY , in accordance with the terms of this Contract, for services actually performed and accruing to the benefit of AACOG as reflected on said invoices, less payment of any unearned compensation previously paid and less any costs or damages incurred by AACOG as a result of such default, including an amount agreed to in writing by AACOG and the PERFORMING AGENCY to be necessary to complete the services herein specified, in addition to that which would have been required had the PERFORMING AGENCY completed the services herein specified as required herein.

(c). **Additional Requirements**

1. In accordance with §2261, Texas Government Code, the following schedule of remedies applies to this contract in the event of substandard performance or other failure to conform to the requirements of the contract or applicable law as set forth in this Section.
 - (i) Reject substandard performance and request corrections without charge to the AACOG.
 - (ii) Issue notice of substandard performance or other non-conforming act or omission.
 - (iii) Request and receive return of any over payments or inappropriate payments.
 - (iv) Reject reimbursement request and suspend payment pending accepted revision of substandard performance or non-conformity.
 - (v) Suspend all or part of the work and/or payments pending accepted revision of substandard performance or non-conformity.
 - (vi) Reject reimbursement requested and withhold all or partial payments. Funds may be retained by the AACOG for recovery or administrative costs or returned to funding source as authorized by agreements with the funding source and by state or federal law.
 - (vii) Terminate the contract, demand and receive: return of all equipment purchased of contract funds, return of all unexpected funds, and repayment of expended funds.

2. If the AACOG evaluation finds the PERFORMING AGENCY'S performance to be substandard, AACOG may provide its written evaluation report to other governmental entities at any time. AACOG may also provide its written evaluation report to the public as authorized by law.
3. AACOG may avail itself of any remedy or sanction provided in this Contract or in law to recover any losses rising from or caused by the PERFORMING AGENCY'S substandard performance or any non-conformity with the agreement or the law. The remedies and sanctions available to AACOG in this Contract shall not limit the remedies available to the AACOG under law.
4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the Schedule of Remedies, obligations imposed upon the PERFORMING AGENCY by these General Conditions, and all other rights and remedies available to AACOG there under, are in addition to, and are not to be in any way as limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available, by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract in connection with each particular duty, obligation, right and remedy to which they apply.
5. The pass-through grant agreements shall include requirements for the pass-through grant recipient to document the results of the grant-funded project and to provide those results to the AACOG for use in evaluating program effectiveness and for providing regional results information to the TCEQ as required under this Contract. The results reporting documentation and reporting requirements shall specifically cover reporting on results during the term of the pass-through grant agreement, with additional provisions for the pass-through grant recipient to agree to continue to document, as appropriate to the type of project, the results of the project activities for the life of the program or activities. The AACOG shall further include in these provisions the requirement that the pass-through grant recipient agree to provide the AACOG with follow-up results information on a schedule established by the AACOG, to include a report or reports sufficient to allow the AACOG to provide the TCEQ a report in August 10, 2014, on the continued results of projects funded under this Contract.

Article 11. Severability

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

Article 12. Data and Publicity

All data and other information developed under this Contract shall be furnished to the AACOG and shall be public data and information except to the extent that it is exempted from public access by the Texas Open Records/Public Information Act, Vernon's TEX. GOV'T CODE, §552. Upon termination of this Contract, all data and information shall become the joint property of the AACOG and the PERFORMING AGENCY.

Article 13. Intellectual Property

- (a). For purpose of this Article, "intellectual property" refers to (1) any discovery or invention for which patent rights may be acquired; (2) any photographs, graphic designs, plans, drawings, specifications, computer programs, technical reports, operating manuals or other copyrightable materials; and (3) any other materials in which intellectual property rights may be obtained.
- (b). If the PERFORMING AGENCY first conceives of, actually puts into practice, discovers, invents or produces intellectual property during the course of its work under this Contract, it shall report that fact to AACOG and TCEQ.
- (c). The PERFORMING AGENCY may obtain governmental protection for rights in the intellectual property. However, the AACOG and TCEQ hereby reserve a nonexclusive, royalty-free and irrevocable license to use, publish or reproduce the intellectual property for sale or otherwise, and to authorize others to do so. The AACOG and TCEQ also reserve a royalty-free nonexclusive, and irrevocable license to use, publish, or reproduce for sale or otherwise, and to authorize others to use, publish, or reproduce, for sale or otherwise (to the extent consistent with the rights of third parties) any intellectual property for which the PERFORMING AGENCY obtains rights with funds received under this Contract.
- (d). In performing work under this Contract, the PERFORMING AGENCY shall comply with all laws, rules and regulations relating to intellectual property, and shall not infringe on any third-party's intellectual property, rights. It shall hold the AACOG and the TCEQ harmless for, and to the extent permitted by the laws and Constitution of the State of Texas, defend and indemnify the AACOG against, any claims for infringement related to its work under this Contract.

Article 14. Energy Efficiency Standards

The PERFORMING AGENCY is encouraged to follow standards and policies on energy efficiency which are contained in the Texas State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Article 15. Hazardous Substances, Waste Disposal and Manifests

The PERFORMING AGENCY, performing agencies and sub-grantees must comply with all applicable Laws and Regulations, including but not limited, to those relating to hazardous substances, waste disposal and manifests.

Article 16. Identification of Funding Sources

The PERFORMING AGENCY shall acknowledge the financial support of TCEQ and the AACOG whenever work funded, in whole or part, by this Contract is publicized or reported in news media or publications. All reports and other documents completed as a part of this Contract, other than documents prepared exclusively for internal use within the AACOG, shall carry the following notation on the front cover or title page:

**FINANCED WITH FUNDS FROM THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)
THROUGH THE
ALAMO AREA COUNCIL OF GOVERNMENTS (AACOG)**

Article 17. Dispute Resolution

Disputes under this Contract shall first be addressed by good faith efforts between the parties. AACOG's position shall first be reduced to writing and served upon the PERFORMING

AGENCY. The PERFORMING AGENCY shall respond to AACOG's notice within thirty (30) days. Issues unresolved between the parties thereafter shall be submitted to mediation; if unresolved, to binding arbitration by Contract of the parties. Venue for all disputes shall lie in Bexar County, Texas.

Article 18. Oral and Written Contracts

All oral or written agreements between the parties hereto relating to the subject matter of this Contract which were developed and executed prior to the execution of this Contract have been reduced to writing and are contained herein.

Article 19. Safety and Protection

Where applicable, the PERFORMING AGENCY shall be responsible for requiring PERFORMING AGENCIES and sub-grantees to maintain and supervise all necessary safety precautions and programs in connection with the work. The PERFORMING AGENCY shall take all necessary safety precautions.

Article 20. Equal Employment Opportunity and Nondiscrimination Practices

The PERFORMING AGENCY agrees that in the performance of this Contract, it will not discriminate against any employee or applicant because of race, religion, color, sex, age, or national origin and it will comply with the Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). The SUBRECIPIENT assures that no person will, on the ground of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of, or be subject to discrimination under any program or activity funded in whole or in part under this Contract.

Article 21. Americans with Disabilities Act (ADA)

The PERFORMING AGENCY shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 Title, Chapter 126 §§12101-12213, as well as state and federal statutes relating to nondiscrimination which include, but are not limited to, those listed in the UGMS.

Article 22. Force Majeure

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

Article 23. Conflict of Interest

- (a). The PERFORMING AGENCY agrees to comply with its internal policy prohibiting conflict of interest and with Chapter 171 of the TEX. LOCAL GOVT. CODE ANN. in carrying out this Contract.
- (b). If the PERFORMING AGENCY learns that one of its governing body members, officers, employees, or agents has violated or may violate its internal policy or Chapter 171, the PERFORMING AGENCY agrees promptly to take corrective and appropriate

disciplinary action and to notify AACOG in writing of the actual or potential violation and the corrective and disciplinary action taken.

Article 24. Debarment

The PERFORMING AGENCY certifies that neither it or its principals, agents, performing agencies or sub-grantees are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

The PERFORMING AGENCY shall furnish AACOG with written documentation necessary to provide satisfactory proof of compliance, including but not limited to the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts and Grants", attached hereto and made a part of this Agreement as if fully set forth herein.

The PERFORMING AGENCY shall provide immediate written notice to AACOG, if, at any time during the term of the Agreement, including renewals, learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

Should the PERFORMING AGENCY be debarred by AACOG or another Federal or State agency, pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within AACOG's sole and absolute discretion, be grounds for termination of this Agreement for cause.

Article 25. Survival of Obligations

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion and acceptance of the work and termination or completion of the Contract.

Article 26. Entire Contract

This Contract represents the entire Contract between the contracting parties and supersedes any and all prior contracts between the parties, whether written or oral.

FY 2016 - 2017 REGIONAL SOLID WASTE GRANT
PASS-THROUGH GRANT RECIPIENT
REQUEST FOR FUNDS - FORM PT- F1
Attachment E

1. From:

(Grantee)

2. Date: _____

(Business Address)

3. Contract/Project Number: _____

(City) (Zip)

(Contact person name and phone number)

4. These funds are requested to cover expenditures for the period: _____ through _____

5. Pass-Through Grant funds received/requested to date: \$ _____

6. Total project expenditures to date, as of _____: \$ _____

7. How much of item 6 is to be covered by grant funds? \$ _____

8. Net (subtract item 7 from item 5): \$ _____

9. Amount requested: \$ _____

10. Submitted by:

Printed Name of Certifying Official Signature Date

TO BE COMPLETED BY PAYING AGENCY

Agency Approvals:

Signature Title Date

Signature Title Date

**FY 2016 - 2017 REGIONAL SOLID WASTE GRANT
PASS-THROUGH GRANT RECIPIENT
REQUEST FOR FUNDS - FORM PT- F1**

Detailed Instructions

Please type or print legibly.

Item Entry

1. Self-explanatory
2. Self-explanatory
3. Enter your grant contract number
4. Period for which you are requesting reimbursement.
5. Enter total funds received since the beginning of the grant period plus funds requested but not yet received to date (DO NOT include this request).
6. Enter total PROJECT expenditures (actual/accrued) from the beginning of the grant period to a cut-off date (NOT A PROJECTED DATE). This includes any local match.
7. Enter the amount that will be covered by grant funds from the amount in Item 6.
8. Self-explanatory.
9. Enter the amount of grant funds requested.
10. The original signature of the authorized certifying official is required.

**FY 2016 - 2017 REGIONAL SOLID WASTE GRANTS PROGRAM
SUMMARY OF PASS-THROUGH GRANT EXPENDITURES - FORM PT-F2**

1. COUNCIL OF GOVERNMENTS TO WHICH REPORT IS SUBMITTED:				
2. VENDOR IDENTIFICATION NUMBER:	3. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):			
4. CONTRACT/PROJECT NUMBER:				
5. FINAL REPORT: <input type="checkbox"/> YES <input type="checkbox"/> NO				
1. ACCOUNTING BASIS: <input type="checkbox"/> Cash <input type="checkbox"/> Accrual				
7. TOTAL GRANT PERIOD: FROM: _____ TO: _____	8. PERIOD COVERED BY THIS REPORT: FROM: _____ TO: _____			
9. BUDGET CATEGORIES	Total Budget	Project Cost This Report	Cumulative Project Cost	Total Balance
a. Personnel/Salaries				
b. Fringe Benefits				
c. Travel				
d. Supplies				
e. Equipment				
f. Contractual				
g. Construction				
h. Other				
i. Total Direct (Sum a - h)				
j. Indirect Costs				
k. Total (Sum i & j)				
<p>¹List (Itemize) on the appropriate supplemental form, component expenses comprising the total cost.</p> <p>10. CERTIFICATION: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.</p> <p>Signature of Authorized Certifying Official _____</p> <p>Typed or Printed Name and Title _____</p> <p>Telephone (area code, number and ext.) _____ Date Submitted: _____</p>				

**FY 2016 - 2017 REGIONAL SOLID WASTE GRANT
SUMMARY OF PASS-THROUGH GRANT EXPENDITURES - FORM PT-F2**

Detailed Instructions

Form PT-F2

Please type or print legibly. A completed Form PT-F2, and appropriate supplemental forms, must be submitted with each request for reimbursement. The grant recipient may modify these forms to allow for electronic generation, so long as the applicable information is still provided.

Item

Entry

1. Enter the Council of Governments to which the report is submitted.
2. Enter your 14-digit vendor identification number assigned by the State Comptroller's Office.
3. Enter organization name and complete address.
4. Enter the contract or project number.
5. Indicate whether or not this submittal constitutes the final report of expenses incurred under the contract.
6. Indicate accounting basis (cash or accrual).
7. Enter the contract term.
8. Enter the reporting period. Reports are required to be submitted with each request for reimbursement and/or on a schedule set forth in the grant contract.
9. For each category listed in the contract budget, enter the appropriate amount under each vertical column heading. Do not include expenditures funded from other sources.
10. The report must be signed and dated by the authorized official of the submitting agency.

Supplemental Forms

Form F2-A

Itemize all expenditures (for this report period) from the Personnel/Salaries and Travel budget categories. Supplemental documentation (time sheets, travel receipts, etc.) is not required to be attached to this form, but must be retained by the grant recipient.

Form F2-B

Itemize all equipment purchases and contractual expenditures (for this report period) from the Equipment and Contractual budget categories. Legible receipts, if required, must be attached to this form for each listed item or expenditure.

Form F2-C

Itemize all expenditures (for this report period) from the Construction budget category. Legible receipts, if required, must be attached to this form for each listed item or expenditure.

Form F2-D

Itemize all expenditures (for this report period) from the Supplies and the other budget categories. Legible receipts, if required, must be attached to this form for each listed item or expenditure.

DRAFT

**FY 2016 - 2017 REGIONAL SOLID WASTE GRANTS PROGRAM
ITEMIZATION OF PERSONNEL/SALARIES AND TRAVEL COSTS
SUPPLEMENTAL FORM F2-A**

PERSONNEL/SALARIES EXPENDITURES (during this report period)

EMPLOYEE NAME	TITLE/POSITION	SALARY THIS PERIOD
TOTAL PERSONNEL/SALARY EXPENDITURES (Must agree with line 9a on Form PT-F2)		\$

TRAVEL EXPENDITURES (during this report period)

DESCRIPTION	REASON	COST THIS PERIOD
TOTAL TRAVEL EXPENDITURES (Must agree with line 9c on Form PT-F2)		\$

Supplemental documentation (time sheets, travel receipts, etc.) is not required to be attached to this form, but must be retained by the grant recipient.

ATTACH ADDITIONAL SHEETS, IF NEEDED

**FY 2016 - 2017 REGIONAL SOLID WASTE GRANTS PROGRAM
ITEMIZATION OF EQUIPMENT AND CONTRACTUAL COSTS
SUPPLEMENTAL FORM F2-B**

EQUIPMENT PURCHASES (during this report period)

NUMBER PURCHASED	ITEM DESCRIPTION	UNIT COST	TOTAL COST
TOTAL EQUIPMENT EXPENDITURES (Must agree with line 9e on Form PT-F2)			\$

CONTRACTUAL EXPENDITURES (during this report period)

PERFORMING AGENCY (NAME)	FOR	TOTAL COST
TOTAL CONTRACTUAL EXPENDITURES (Must agree with line 9f on Form PT-F2)		\$

**Legible receipts must be attached to this form for each listed item or expenditure.
ATTACH ADDITIONAL SHEETS, IF NEEDED**

**FY 2016 - 2017 REGIONAL SOLID WASTE GRANTS PROGRAM
ITEMIZATION OF CONSTRUCTION COSTS
SUPPLEMENTAL FORM F2-C**

CONSTRUCTION COSTS (during this report period)

Description	Purpose	Total Cost

Legible receipts must be attached to this form for each listed item or expenditure.

ATTACH ADDITIONAL SHEETS, IF NEEDED

**FY 2016 - 2017 REGIONAL SOLID WASTE GRANTS PROGRAM
ITEMIZATION OF SUPPLIES AND OTHER COSTS
SUPPLEMENTAL FORM F2-D**

SUPPLIES EXPENDITURES (during this report period)

NUMBER PURCHASED	ITEM DESCRIPTION	UNIT COST	TOTAL COST
TOTAL SUPPLIES EXPENDITURES (Must agree with line 9d on Form PT-F2)			\$

OTHER EXPENDITURES (during this report period)

NUMBER PURCHASED	ITEM DESCRIPTION	UNIT COST	TOTAL COST
TOTAL OTHER EXPENDITURES (Must agree with line 9h on Form PT-F2)			\$

Legible receipts must be attached to this form for each listed item or expenditure.

ATTACH ADDITIONAL SHEETS, IF NEEDED

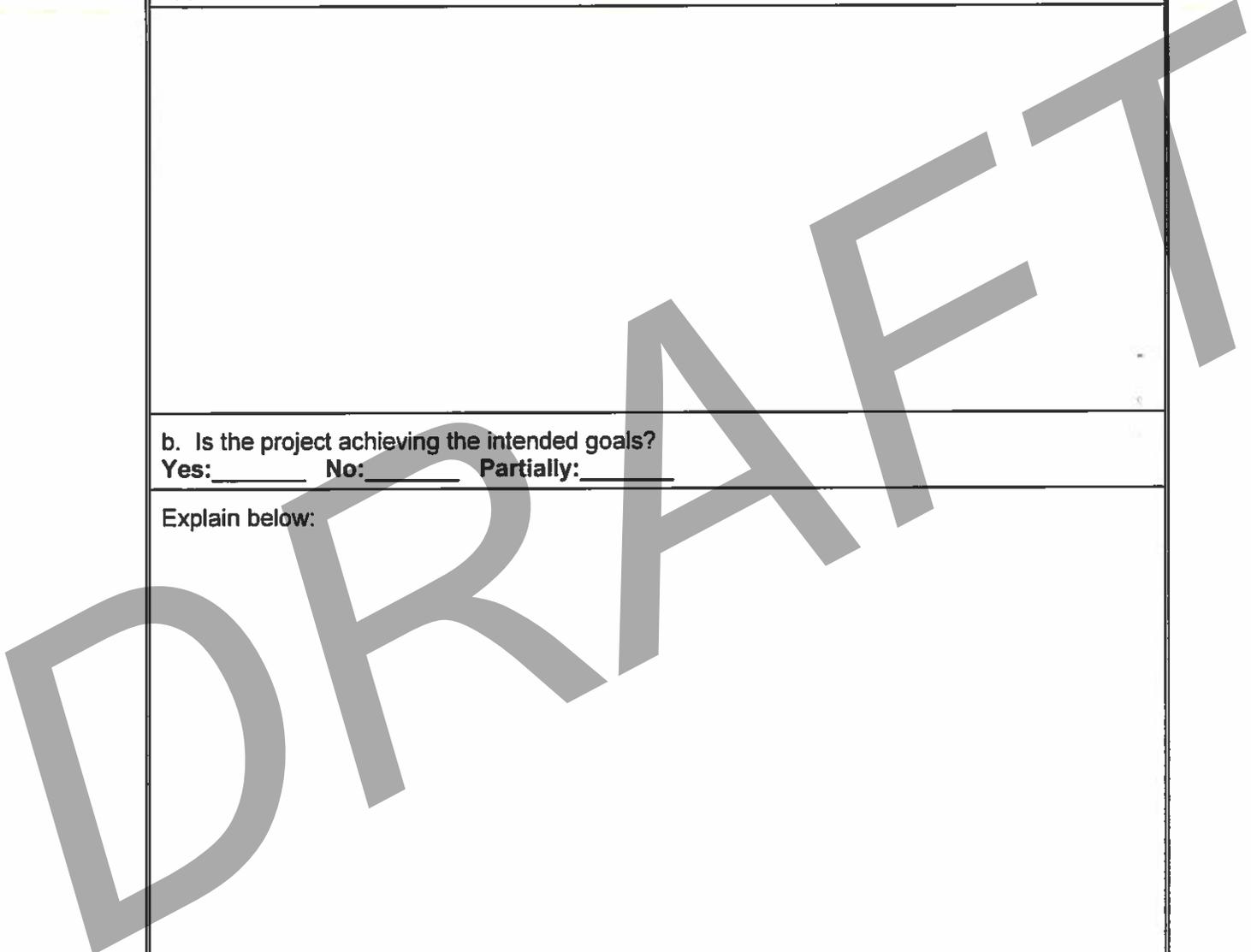
**Results Report
Page 2**

Effectiveness of the Grant-Funded Project

a. Describe the goal of the grant-funded project (should be consistent with the initial application information):

b. Is the project achieving the intended goals?
Yes: _____ No: _____ Partially: _____

Explain below:



**VOLUME-TO-WEIGHT CONVERSION FACTORS
FOR PT-R1 REPORTING PURPOSES**
(for programs that cannot weigh materials or determine their own factors)

Detailed Instructions

To standardize reporting and maximize accuracy, recycling programs are encouraged to weigh their materials or develop their own volume-to-weight conversion factors (densities). The following table is provided to help programs without access to scales convert volumes to weights for reporting purposes. These factors are not intended for use in determining payments for handling or sales of materials. These factors were compiled from several sources (primarily by Resource Recycling Magazine) and do not necessarily represent your conditions, particularly for yard trimmings. Where references listed a range of values, a mid-range density is tabulated below.

Wherever possible, you should indicate the conversion factors that you used in reporting the quantities of materials recovered. Volumetric equivalents are provided at the end of the table to help determine volumes in cubic yards knowing other volumetric measures or numbers of certain containers. To report in tons, divide weights in pounds by 2000 pounds per ton.

OTHER CONVERSION FACTORS:

- 1 Pallet = 30 to 100 pounds each, averaging 40 pounds each
- 1 Passenger Tire = 20 pounds each (19.8 pounds by statute)
- 1 Truck Tire = 60 to 90 pounds each

VOLUMETRIC EQUIVALENTS

- 27 cubic feet = 1 cubic yard
- 46656 cubic inches = 1 cubic yard
- One Gaylord box (40x48x36) = 1.48 cubic yards

To get volume in cubic yards:

- Divide the number of cubic feet by 27
- Divide the number of cubic inches by 46656
- Multiply number of Gaylord boxes by 1.48
- Multiply number of 55-gallon barrels by 0.27

**FY 2016 - 2017 REGIONAL SOLID WASTE GRANTS PROGRAM
Individual Project Results Reports
Form PT-R1 (Supplemental)**

MATERIAL	LEVEL OF PROCESSING	POUNDS PER CUBIC YARD
GLASS CONTAINERS		
Whole		500
Semi-crushed (manually broken)		1000
Crushed to less than 1-1/2" (mechanically broken)		1800
Furnace ready, less than 1/4"		2700
METAL		
Aluminum Cans	Whole	60
	Flattened	200
	Baled	350
	Densified	1080
	Shreds	400
Steel (Tin) Cans	Whole	150
	1/3 Flattened	235
	Flattened	400
	Baled	850
	Densified	1600
Appliances	Uncompacted	200

MATERIAL	LEVEL OF PROCESSING	POUNDS PER CUBIC YARD
ORGANICS		
Grass Clippings	Loose, green	350
	Compacted, green	650
Leaves	Loose, dry	150
	Shredded, dry	300
	Vacuumed	400
	Compacted	550
Brush & Branches	Loose	250
	Chipped, 3" Screen	600
Yard Trimmings	Loose	600
	Compacted	1040
Clean Wood Material	Chipped	500
Vegetative Food Material	From the kitchen	800
	Solid & liquid fats	1500
E-WASTE		
CPU's		20-40 lbs. ea.
Hard Drives		1 lbs. ea.
Keyboards		2 lbs. ea.
Laptops		5 - 12 lbs. ea.
Monitors		15 - 35 lbs. ea.
Printers		35 - 100 lbs. ea.
Speakers		3 lbs. ea.

MATERIAL	LEVEL OF PROCESSING	POUNDS PER CUBIC YARD
PAPER		
Newspaper	Loose	430
	Loose, stacked	600
	Baled	650
	Baled, horizontal, single ram	700
	Baled, horizontal, double ram	800
Corrugated Containers	Loose	100
	Compacted, packer truck	250
	Baled, downstroke	500
	Baled, horizontal, single ram	650
	Baled, horizontal, double ram	750
Office/Computer Paper	Loose	350
	Baled	750
Mixed Paper	Loose	150

MATERIAL	LEVEL OF PROCESSING	POUNDS PER CUBIC YARD
PLASTIC		
PET Soft Drink Bottles	Whole	34
	Flattened	75
	Baled	400
	Baled and perforated	650
	Granulated	550
HDPE Milk or Water Bottles	Whole	30
	Flattened	65
HDPE Colored Bottles	Whole	45
	Flattened	90
HDPE Bottles	Baled	400
	Granulated	550
PET & HDPE Milk or water bottles	Whole, loose	32
PET & HDPE Colored Bottles	Whole, loose	38
Plastic Film	Baled	850
TEXTILES		
	Loose	600
	Baled	600

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**FY 2016/2017 Regional Solid Waste Grant
Results Report Form 10a: Local Enforcement**

Reporting Parameter	Cumulative FY 2016/2017 Results
Total amount of grant funding	\$
Total number of illegal dumping sites investigated	
Number of Class C misdemeanor sites investigated (5 lbs or less)	
Number of Class B misdemeanor sites investigated (5 -500 lbs.)	
Number of Class A misdemeanor sites investigated (500 - 1000 lbs.)	
Number of Felony sites investigated (1000 lbs. or more)	
Total number of chronic dump sites routinely investigated	
Total number of violators identified	
Total number of fines issued	
Total amount of fines collected	\$
Total number of illegal dumping sites cleaned up through enforcement actions	
Total amount of waste (<i>in pounds</i>) removed from illegal dumping sites through enforcement actions	
If surveillance camera(s) purchased: Number of days camera(s) were used	

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

**FY 2016/2017 Regional Solid Waste Grant
Results Report Form 10b: Litter/Illegal Dumping Cleanup
& Community Collection Event**

Reporting Parameter	Cumulative FY 2016/2017 Results
Total grant funding amount	\$
Total number of participants/volunteers:	
For community collection events:	
Total number of individual collection events held	
Total amount of waste collected for disposal (<i>in tons</i>)	
Total amount of materials diverted for recycling/reuse (<i>in tons</i>)	
Total revenue from sale of diverted materials	\$
For river/lake and community litter cleanups:	
Total number of individual cleanup events held	
If applicable, total waterfront cleaned up (<i>in miles</i>)	
If applicable, total estimated land area cleaned up (<i>in acres</i>)	
Total debris/litter collected for disposal (<i>in pounds</i>)	
Total amount of materials collected for recycling/reuse (<i>in pounds</i>)	
For periodic or ongoing cleanup of illegal dump sites:	
Total number of litter and illegal dump sites cleaned up	
Total estimated land area cleaned up (<i>in acres</i>)	
Total amount materials collected for disposal (<i>in pounds</i>)	
Total amount of material collected for recycling/reuse (<i>in pounds</i>)	

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

**FY 2016/2017 Regional Solid Waste Grant
Results Report Form 10c: Source Reduction & Recycling**

Reporting Parameter	Cumulative FY 2016/2017 Results
Total grant funding amount	\$
Total amount <i>(in tons)</i> of materials diverted	
Amount <i>(in tons)</i> of brush/yard waste diverted	
Amount <i>(in tons)</i> of glass diverted	
Amount <i>(in tons)</i> of metal diverted	
Amount <i>(in tons)</i> of plastic diverted	
Amount <i>(in tons)</i> of cardboard diverted	
Amount <i>(in tons)</i> of newspaper diverted	
Amount <i>(in tons)</i> of other paper diverted	
Amount <i>(in tons)</i> of C&D debris diverted	
Number of months materials collected <i>(to be used in obtaining averages)</i>	
Average monthly diversion amount <i>(in tons)</i>	
Total number of persons served	
Total revenue from sale of diverted materials	\$
Average monthly revenue	\$
Total disposal costs avoided <i>(i.e., what it would have cost to landfill the total amount of materials diverted)</i>	\$
Average monthly disposal costs avoided	\$

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

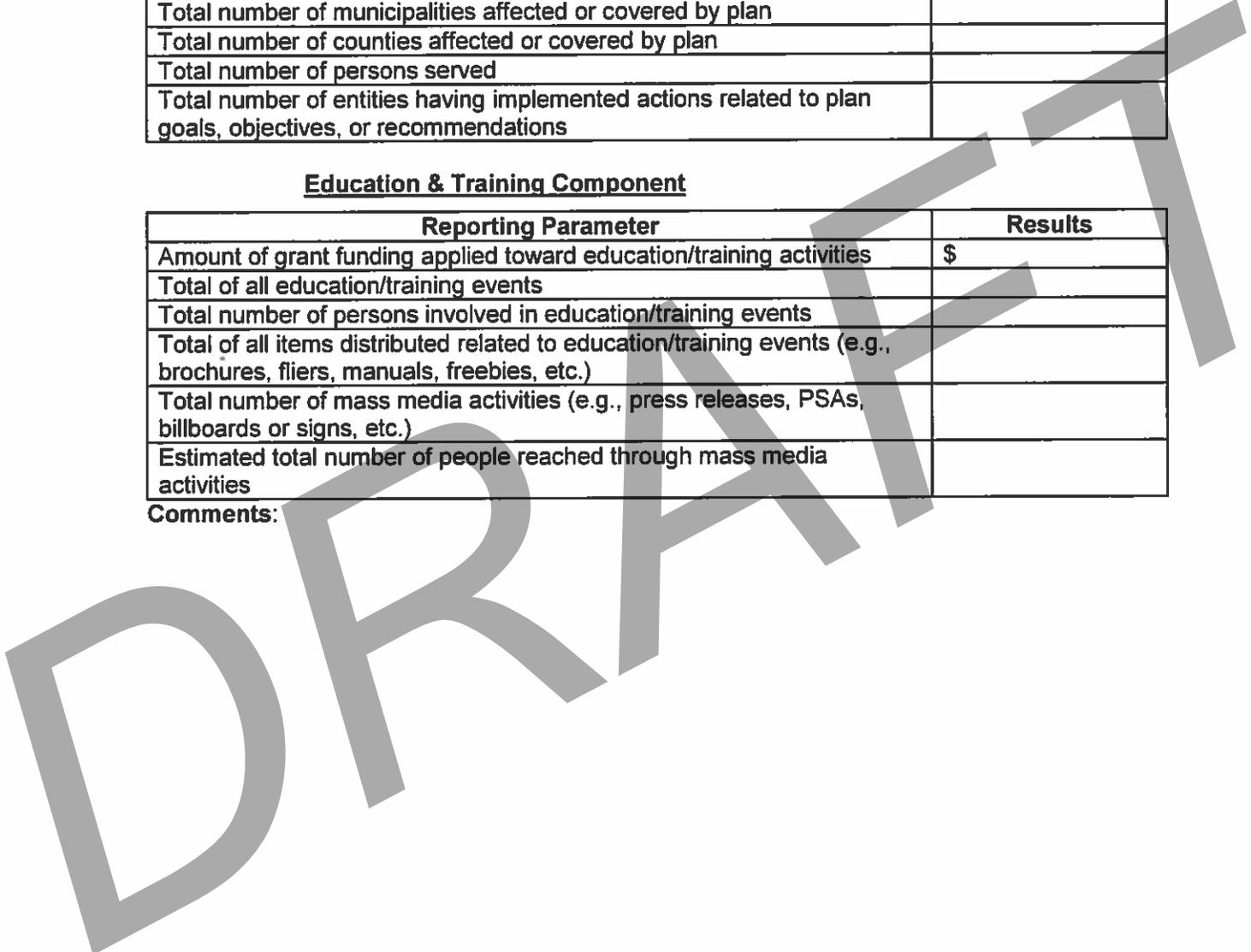
**FY 2016/2017 Regional Solid Waste Grant
Results Report Form 10d: Local Solid Waste Management Plans**

Reporting Parameter	Cumulative FY 2016/2017 Results
Total grant funding amount	\$
Total population affected or covered by plan	
Total number of municipalities affected or covered by plan	
Total number of counties affected or covered by plan	
Total number of persons served	
Total number of entities having implemented actions related to plan goals, objectives, or recommendations	

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:



**FY 2016/2017 Regional Solid Waste Grant
Results Report Form 10e: Citizens' Collection Stations and
"Small" Registered Transfer Stations**

Reporting Parameter	Cumulative FY 2016/2017 Results
Total grant funding amount	\$
Total number of persons served	
Total amount of waste collected for disposal (<i>in tons</i>)	
Total amount of materials diverted for beneficial use (<i>in tons</i>)	
Total revenue from sale of diverted materials	
Number of months collection or transfer station in operation (<i>to be used in obtaining averages</i>)	
Average monthly disposal amount (<i>in tons</i>)	
Average monthly amount diverted for beneficial use (<i>in tons</i>)	
Total fees collected for station use	\$
Average monthly fees collected	\$
Average monthly revenues from sale of materials diverted for beneficial use	\$

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

**FY 2016/2017 Regional Solid Waste Grant
Results Report Form 10f: Household Hazardous Waste Management**

Reporting Parameter	Cumulative FY 2016/2017 Results
Grant funding amount	\$
Total number of collection events, including Texas Country Cleanups & E-waste	
Total number of permanent collection facilities/mobile collection units	
Total number of participants/customers	
FOR HHW & Texas Country Cleanup Events	
Total amount of HHW (excluding hazardous paint) collected (<i>in pounds</i>)	
Total amount of hazardous paint collected (<i>in pounds</i>)	
Total cost of hazardous materials contractor services	\$
Total cost of tire contractor services	\$
Total cost of electronics materials contractor services	\$
Total amount of nonhazardous paint collected for reuse/recycling (<i>in gallons</i>)	
Total number of lead-acid batteries collected for reuse/recycling	
Total amount of used oil collected for reuse/recycling (<i>in gallons</i>)	
Total number of used oil filters collected for reuse/recycling	
Total amount of used antifreeze collected for reuse/recycling (<i>in gallons</i>)	
Total number of used tires collected for reuse/recycling	
Total number of empty pesticide containers collected for recycling/reuse	
For E-Waste Events	
Amount (<i>in tons</i>) of low grade electronics diverted	
Amount (<i>in tons</i>) of televisions diverted	
Amount (<i>in tons</i>) of CPUs diverted	
Amount (<i>in tons</i>) of monitors diverted	
Amount (<i>in tons</i>) of Other diverted (list other)	

(continued on next page)

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

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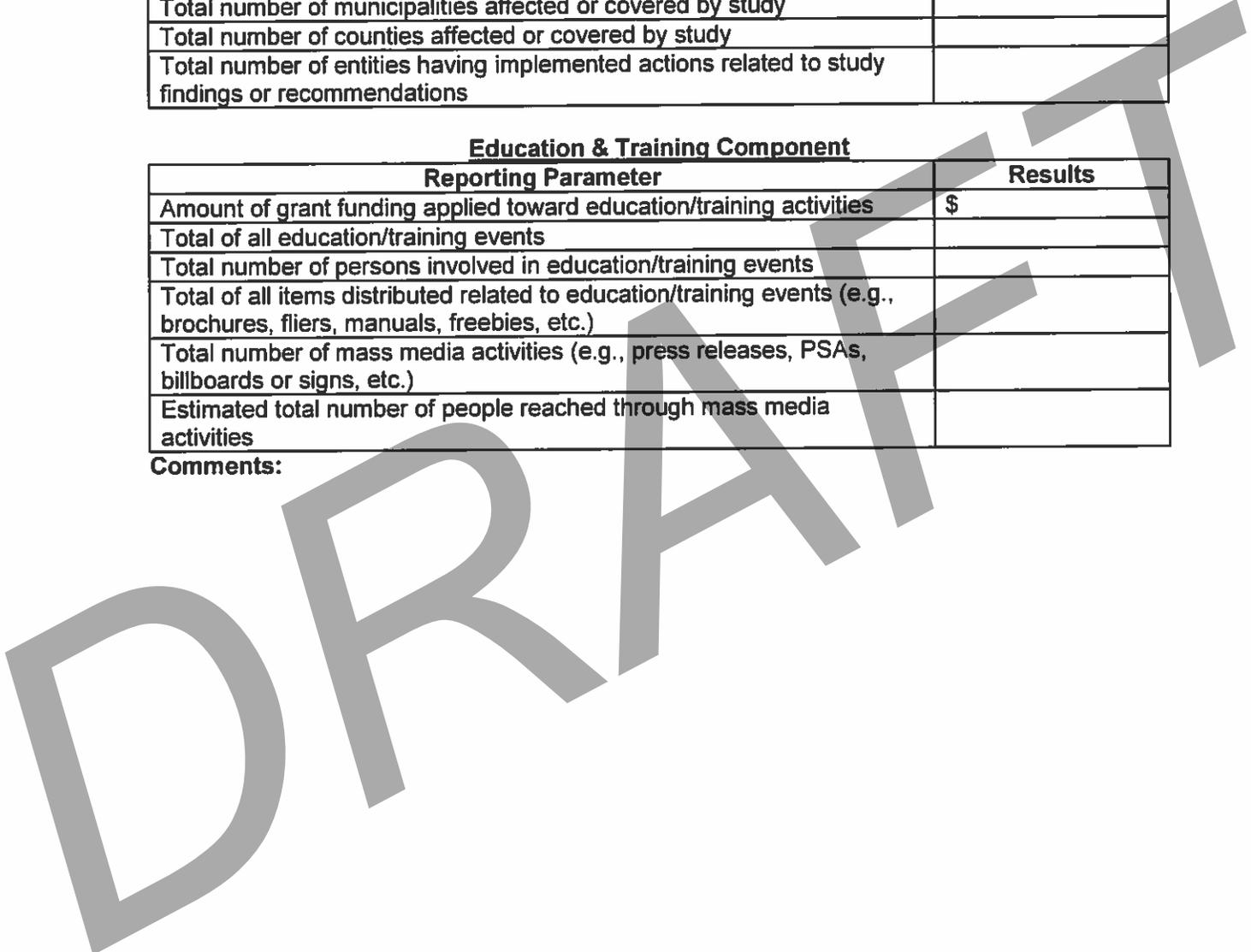
**FY 2016/2017 Regional Solid Waste Grant
Results Report Form 10g: Technical Studies**

Reporting Parameter	Cumulative FY 2016/2017 Results
Grant funding amount	\$
Total population affected or covered by study	
Total number of municipalities affected or covered by study	
Total number of counties affected or covered by study	
Total number of entities having implemented actions related to study findings or recommendations	

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:



**FY 2016/2017 Regional Solid Waste Grant
Results Report Form 10h: Education and Training (stand alone project)**

Reporting Parameter	Cumulative FY 2016/2017 Results
Total grant funding amount for stand-alone education/training grant	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

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**FY 2016/2017 Regional Solid Waste Grant
Results Report Form 10i: Other - _____ (include project name)**

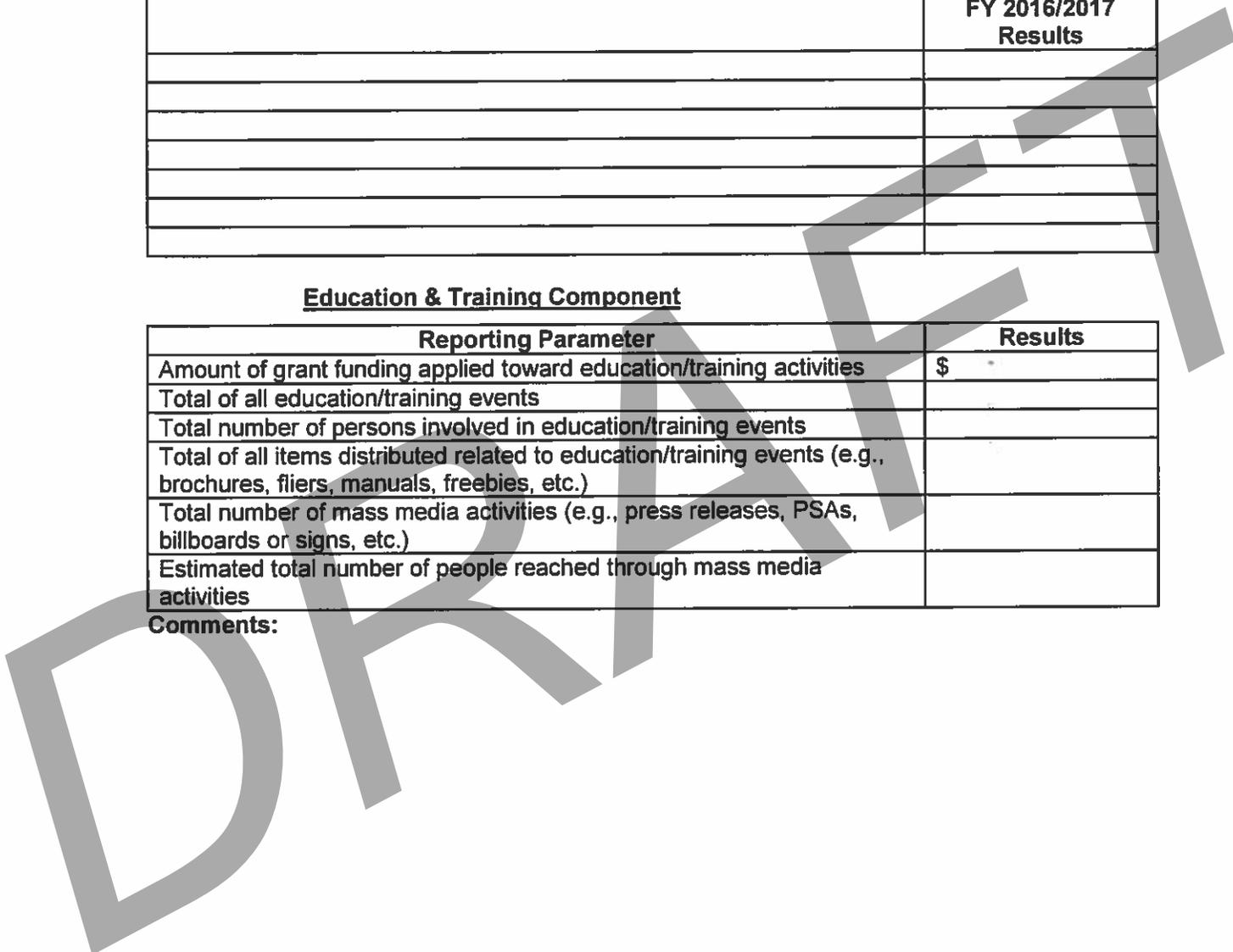
Note: For use with other projects that may be authorized by TCEQ for funding by the COG. The COG should include appropriate reporting parameters, consistent with the parameters used for the general category projects, to allow for consolidation of the information to include in a report to TCEQ.

Reporting Parameter	Cumulative FY 2016/2017 Results

Education & Training Component

Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$ -
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:



**FY 2016 - 2017 REGIONAL SOLID WASTE GRANT
PASS-THROUGH GRANT SUMMARY REPORT
(FORM PT-S1)**

1. Grant Recipient:	2. Contract No.:
3. Report No.:	4. Report Period: From _____ To: _____
5. Percent (%) Completed to Date:	6. Estimated Completion Date:

7. STATUS OF COMPLETION OF WORK TASKS*: For each major work task or deliverable set forth in your grant contract, provide the following information (use the accompanying sheet):
- A. Estimate the percent (%) complete of the task or deliverable.
 - B. Briefly explain the activities conducted to date towards completing the task or deliverable. Be sure to provide information on the status of equipment purchases and/or facility construction, if applicable.
 - C. List the major activities remaining to be conducted towards completing the task or deliverable.
 - D. Provide an estimated date for the completion of the task or deliverable.
 - E. Explain any problems or delays in completing the task or providing the deliverable.

**Provide copies of all materials and documents produced with grant funds to date (e.g., reports, plans, brochures, educational materials, videos, etc.).*

8. SIGNATURE:

Signature of Submitting Official

Typed or Printed Name and Title

Date Submitted

9. If Final Report _____

Project Completion Certification:

For the final report, the submitting official certifies that to the best of his/her knowledge and belief, all tasks and deliverables required under the grant have been completed, except as noted and fully explained in the report, and the terms of the grant contract have been met.

**PASS-THROUGH GRANT SUMMARY REPORT
STATUS OF COMPLETION OF WORK TASKS
Sheet ___ of ___**

1. Task/Deliverable:

- A. Percent (%) completed:
- B. Activities conducted to date:

- C. Major activities remaining to complete the task:

- D. Estimated completion date:
- E. Comments:

2. Task/Deliverable:

- A. Percent (%) completed:
- B. Activities conducted to date:

- C. Major activities remaining to complete the task:

- D. Estimated completion date:
- E. Comments:

ATTACH ADDITIONAL SHEETS, IF NEEDED

**PASS-THROUGH GRANT SUMMARY REPORT
STATUS OF COMPLETION OF WORK TASKS
Sheet ___ of ___**

3. Task/Deliverable:

- A. Percent (%) completed:
- B. Activities conducted to date:

- C. Major activities remaining to complete the task:

- D. Estimated completion date:
- E. Comments:

4. Task/Deliverable:

- A. Percent (%) completed:
- B. Activities conducted to date:

- C. Major activities remaining to complete the task:

- D. Estimated completion date:
- E. Comments:

ATTACH ADDITIONAL SHEETS, IF NEEDED

**PASS-THROUGH GRANT SUMMARY REPORT
STATUS OF COMPLETION OF WORK TASKS**

Sheet ___ of ___

5. Task/Deliverable:

- A. Percent (%) completed:
- B. Activities conducted to date:

- C. Major activities remaining to complete the task:
- D. Estimated completion date:
- E. Comments:

6. Task/Deliverable:

- A. Percent (%) completed:
- B. Activities conducted to date:

- C. Major activities remaining to complete the task:

- D. Estimated completion date:
- E. Comments:

REMARKS: Explain any problems encountered in conducting the overall project. Provide other information that may be helpful in understanding the status of the project.

**FY 2016 - 2017 REGIONAL SOLID WASTE GRANT
PASS-THROUGH PERFORMING AGENCY
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR CONTRACTS AND GRANTS
Attachment F**

NAME OF INDIVIDUAL, AGENCY, BUSINESS OR ORGANIZATION: COMAL COUNTY		Doing business as (DBA), if applicable:	
ADDRESS 150 N. SE GUIN NB, TX 78130	Applicable Procurement or Solicitation #, if any:	Federal Employer Tax Identification #:	

READ CAREFULLY BEFORE SIGNING THIS CERTIFICATION: Federal regulations require contractors, bidders, and subgrantees to sign and abide by the terms of this certification, without notification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this certification, the prospective vendor/grantee is attesting/acknowledging the representations set out below.
2. This certification is a material representation of fact upon which the Alamo Area Council of Governments (AACOG) will rely on when this transaction is entered into. If it is later determined that the prospective vendor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to Federal or State departments or funding agency(s), AACOG may pursue on its own available remedies, including contract termination, suspension and debarment.
3. The prospective vendor/grantee shall provide immediate written notice to AACOG, Director of Administrative Services, 8700 Tesoro Drive, Suite 160, San Antonio, TX 78217, if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification, have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. You may contact the person to which this proposal or contract is submitted for assistance in obtaining a copy of this regulation.

5. The prospective vendor/grantee agrees, by submitting this certification, that should the proposed contract/grant be entered into, it "Shall not knowingly enter into any lower-tier-covered transaction or sub-contract with a person or entity that is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, unless pre-authorized by the appropriate federal or state department or agency, or by AACOG.

Do you have or do you anticipate having sub-vendors/sub-grantees under this proposed agreement?

Yes No

6. The prospective vendor/grantee further agrees by submitting this certification, that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts and Grants," without modification, in all lower-tier covered transactions and sub-contracts and in all solicitations for lower-tier covered transactions and sub-contracts.
7. A vendor/grantee may rely upon a certification of a prospective participant that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from the transaction, unless it knows that the certification is erroneous. Each vendor/grantee is required to check the list of parties excluded from Federal and State Procurement and Non-procurement Programs. AACOG checks this list for all parties to which it provides funds that are derived directly or indirectly from the Federal Government.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this certification document. Participants are not required to have knowledge and information exceeding that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a transaction knowingly enters into a lower-tier transaction or contract with a person who is proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the Federal Government, AACOG or its applicable funding agency(s) may pursue available remedies, including contract termination, suspension and/or debarment.

Check the statement that applies to the potential vendor/grantee:

- 1. The prospective vendor/grantee certifies by submission of this certification, that neither it nor its principals:
 - (a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal or State department or agency; and
 - (b) Have, within a three-year period preceding this certification, been convicted of or had a civil judgment rendered against them for fraud; committed a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract; violated Federal or State antitrust statutes; committed embezzlement, theft, forgery, bribery, falsification or inappropriate destruction of records; or received stolen property; and
 - (c) Is presently indicted for or otherwise charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in the preceding paragraph (b) of this certification; and
 - (d) Have, within a three-year period preceding this certification, had one or more contracts or transactions (Federal, State, or local) terminated for cause or default.

- 2. The potential vendor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential vendor/grantee must attach a signed and dated explanation for each of the above terms, 1(a) through 1(d), to which it cannot certify.

NAME OF POTENTIAL VENDOR/GRANTEE:	
Signature of Authorized Representative:	Printed/Typed Name and Title of Authorized Representative
Date: _____	

**FY 2016 - 2017 REGIONAL SOLID WASTE GRANT
PASS-THROUGH GRANT RECIPIENT
AUDIT CERTIFICATION FORM
Attachment G**

Performing Agency: Comal County Fiscal Year: 2017 Contract# 17-18-06

Based upon revisions to OMB Circular A-133 (Federal Register/Vol. 68, #124, 6/27/03) and Uniform Grant Management Standards State of Texas Single Audit Circular (November 2000) (UGMS), performing agencies expending \$500,000 or more in total Federal or total State awards (from AACOG and other funding sources) beginning with fiscal years ending January 31, 2004, shall obtain either an annual single audit or an annual program audit (OMB A-133 Subpart B Sec. 200 and UGMS). The performing agency may have a program specific audit in accordance with OMB Circular A-133 or UGMS if they expended funds for only one Federal (as listed in the Catalog of Federal Domestic Assistance) or one State program. If the funds were spent for more than one Federal or State program, a single audit is required.

- We *have exceeded* the federal or state expending threshold of \$500,000. We will have out Single Audit or Program Specific Audit completed and will submit the audit report within nine (9) months after the end of the audited fiscal year.
- We *did not exceed* the \$500,000 federal or state expenditure threshold required for a Single Audit or Program Specific Audit to be performed this fiscal year. (fill out schedule below)

Federal / State Funds				
------------------------------	--	--	--	--

Federal/State Grantor	Program Name Grantor	CFDA Number If applicable	Contract Number	Expenditures

Total Expenditures for this Fiscal Year \$ _____

_____ Authorized Signature	_____ Date	_____ Phone Number
_____ Printed Name	_____ Title	_____ Fax Number
_____ Mailing Address	_____ Email Address	

**Submit original form to AACOG Accounting Department
FY 2016 - 2017 REGIONAL SOLID WASTE GRANT**

**PASS-THROUGH GRANT RECIPIENT
CERTIFICATE OF INSURANCE
Attachment H**

Attachment D, Article 6: Insurance and Liability.

To satisfy the requirement above, please submit a copy of the Certificate of Insurance.

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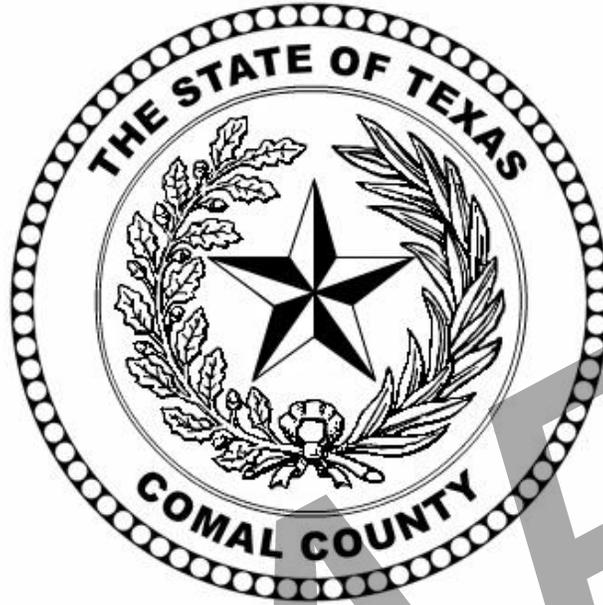
FY 2016 - 2017 REGIONAL SOLID WASTE GRANT
PASS-THROUGH GRANT RECIPIENT
Purchasing Policy Forms
Attachment I

Comal County 2017 17-18-06
Performing Agency Fiscal Year Contract #

For reimbursement purposes, a copy of the recipients Purchasing Policy is required. Please complete one of the following tasks:

- 1. Attach a copy of the Purchasing Policy.
- 2. Provide a link to the Purchasing Policy: _____
- 3. If you do not have a written Purchasing Policy, please follow:
The Uniform Grant and Contract Management Act, Texas Government Code, §§783.001, et. seq., and the Uniform Grant Management Standards, 1 TAC §§5.141-5.167 (collectively UGMS). Link: www.governor.state.tx.us/files/state-grants/UGMS_062004.doc.

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Comal County

Purchasing Policy and Procedures Manual

October 18, 2012

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CHAPTER 1: INTRODUCTION

To: Elected Officials, Department Heads, and County Employees

This manual contains the authorized policy and procedures for purchasing and asset management by County officials and employees.

County purchasing procedures are governed by Texas statutes; and these statutes, including interpretations of them made by Texas courts, are the ultimate authority on the validity of purchasing procedures. Because the procedures described in this manual are based on state law, this manual, in many instances, contains language taken directly from the statutes, and paraphrases of and broad generalizations about Texas statutory law which have been included where appropriate to assist in applying the law to routine situations. This manual cannot address every situation; and when an unusual situation occurs or a difficult legal or factual problem arises, the exact statutory language must be reviewed and analyzed. In every situation, the final authority for county purchasing is the law itself.

It is the intent of the Purchasing Office to promote the County's reputation for courtesy, fairness and impartiality. The responsibility for achieving this goal rests with each individual who participates in the procurement process. This includes the offices/departments, the vendors, as well as the purchasing personnel.

The mission of the Comal County Purchasing Office is to:

- Ensure compliance with the Purchasing Act, as well as other state and federal laws applying to county purchasing;
- Provide fair and equal access to all vendors participating through competitive acquisition of goods and services;
- Provide an ongoing supply of quality goods and services to all County offices;
- Account for all County assets through an effective fixed asset management system; and
- Protect the interests of Comal County taxpayers without regard to any undue influence or political pressures.

Public purchasing has several goals including:

- purchasing the proper goods and services;
- obtaining the best possible price and value for the goods/services, without sacrificing the quality needed;
- ensuring goods and services are available where and when needed and there is a continuing supply available; and
- guarding against the misappropriation of assets that have been acquired through the procurement process.

Public purchasing must also ensure:

- **Responsible bidders are given a fair opportunity to compete for the County's business.** This can be accomplished by compliance with statutory requirements regarding competitive bids and proposals, and by the County's purchasing policy.
- **Public funds are safeguarded.** Although the Purchasing Office does not usually designate the types of purchases to be made, it should attempt to see that the best value is received for the public dollar.
- **Public spending is not used to enrich Elected Officials or County employees, or to confer favors.** Adoption and implementation of a code of ethics and employee training and awareness of their responsibilities in the public purchasing area accomplish this.

Centralized purchasing is the method of organization and procedures, whereby all purchasing is concentrated in a single agency or department. Comal County Commissioners Court has adopted a centralized purchasing function that provides the following benefits:

- Contracting for goods and services for all offices/departments;
- Allows for consolidation of purchases by individual offices/departments into larger purchases, resulting in lower unit prices and cost savings;
- Vendors and the business community have a single, central link to the county procurement process to facilitate consistent communication and understanding, which eliminates confusion of suppliers relating to the responsibility of County purchases;
- Purchasing Office personnel accumulate a solid foundation of knowledge and experience about purchasing, marketing trends, prices, and vendors. This expertise assists users in better defining their needs to save the county money and promotes a more efficient procurement process; and
- Centralized expertise puts the purchasing processes on a professional footing and inspires public confidence in the actions of the County.

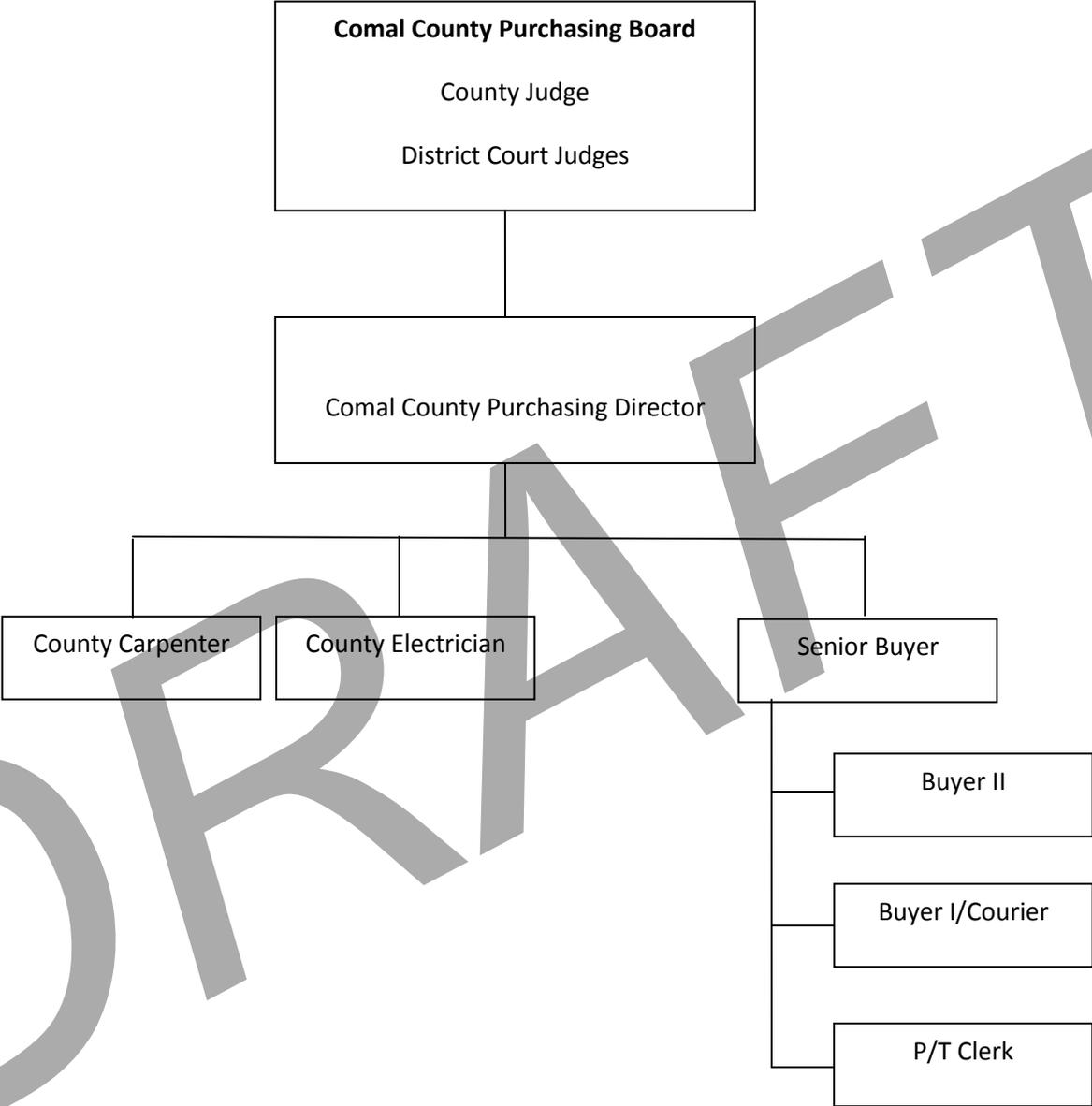
In addition to the above, the Purchasing Office is responsible for supervising all bids, management of procurement related contracts, inter-local purchasing agreements and cooperative purchasing agreements, fixed assets, disposition of seized and abandoned property and the auction of surplus and salvaged property.

The Purchasing Office is committed to promoting effective, professional and consistent procurement in Comal County, as well as championing the public perception that tax dollars are wisely spent.

The organizational chart of the Purchasing Office is attached.

Ramona Womack, CPPB
Purchasing Director

Purchasing Office Organizational Chart



CHAPTER 2: CODE OF ETHICS

PURCHASING CODE OF ETHICS POLICY

It is the policy of Comal County that the following ethical principles will govern the conduct of every employee directly or indirectly involved in the County procurement process.

RESPONSIBILITY TO COUNTY

Employees must avoid any activities that would compromise or give the perception of compromising the best interests of Comal County. Employees must not use confidential proprietary information for actual or anticipated personal gain.

CONFLICT OF INTEREST

This Policy is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served. Employees must avoid any activity that would create a conflict between personal interests and the interests of Comal County. Conflicts exist in any relationship where an employee is not acting in the County's best interest and may be acting in their own best interests or the interests of someone associated with them. Such conflicts of interest would include being involved in any procurement activity in which:

1. The employee or any member of the employee's family [persons who are related to the employee within the first degree by consanguinity (blood) or affinity (marriage)] has any financial interest pertaining to the Comal County procurement process;
2. A business or organization in which the employee, or any member of the employee's family, has a financial interest pertaining to the Comal County procurement process; or
3. Any other person, business, or organization with whom the employee or a member of the employee's family is negotiating or has any arrangement concerning prospective employment.

If any such conflicts of interest exist, the employee must immediately notify the Purchasing Director in writing and remove himself/herself from the conflicted procurement activity.

PERCEPTION

Employees must avoid any appearance of unethical or compromising practices in all relationships, actions, and communications.

GRATUITIES

Employees must not solicit or accept money, loans, gifts, favors, or anything of value, from present or potential vendors which might influence or appear to influence any purchasing decision. Generally, goods with a value of \$50.00 or less are acceptable as long as the acceptance will not offend this prohibition and does not appear to influence a purchasing decision. If anyone is in doubt whether a transaction complies with this policy, the individual should disclose the transaction to the Purchasing Director/legal representative for interpretation.

CONFIDENTIAL INFORMATION

Employees must keep all proponents' and vendors' proprietary information confidential. Employees must maintain confidentiality on all Comal County procurement information obtained from an RFP, RFQ, or ITB confidential as long as that vendor information is retained by Comal County to the extent provided by state and federal law.

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CHAPTER 3: PURCHASING AUTHORITY AND POLICY

PURCHASING LAWS

It is the policy of Comal County, acting through its duly appointed Purchasing Director, to comply fully with all purchasing laws and amendments passed by the Texas State Legislature.

PURCHASING POLICY

The Commissioners Court has directed the Purchasing Director to provide a centralized purchasing structure. The centralized purchasing structure is initiated at the submission of a request or need, and is followed through the life cycle of the purchase through disposition or disposal.

The Purchasing Office, as well as County officials, managers, and employees, will provide equitable and competitive access to the County procurement process to all responsible vendors. Further, County purchasing will be conducted in a manner that will promote and foster public confidence in the integrity of the County procurement process.

The purpose of the County Purchasing Policy is to provide guidance in accomplishing the following:

1. Seek the best quality, lowest priced goods and services available that meet the needs and delivery requirements of Comal County personnel;
2. Provide all responsible vendors and contractors, with equitable access to servicing the needs of Comal County and its personnel through the competitive bidding of goods and services;
3. Comply with all federal and state laws that apply to County purchasing and with the policies and procedures in this manual;
4. Manage all County assets and inventory so that replacement costs are minimized and Comal County can account for those assets; and
5. Dispose of all surplus, salvage, seized, and abandoned property in a manner that provides the most benefit to the taxpayers of the County and complies with the applicable law.

APPLICATION

The Purchasing Act applies to all offices/departments including all district, county, and precinct officials, county employees, and all subdivisions of all district, county, and precinct offices.

The Purchasing Director shall purchase or lease all goods and services, including maintenance and repair, for all departments in accordance with Local Government Code § 262.011 (n) "This section applies to all purchases of supplies, materials, and equipment for the use of the county and its officers, including purchases made by officers paid out of fees of office or otherwise, regardless of whether the purchase contract is made by the commissioners court or any other officer authorized to bind the county by contract. An officer making a purchase out of fees of office in violation of this section may not deduct the amount of the purchase from the amount of any fees of office due the county." Further, Local Government Code § 262.011 (m) defines the penalty for violation the Purchasing Act as, "A person, including an officer, agent, or employee of a county or of

a subdivision or department of a county, commits an offense if the person violates this section. An offense under this subsection is a misdemeanor punishable by a fine of not less than \$10 or more than \$100. Each act in violation of this section is a separate offense.”

AUTHORITY

These policies and procedures are adopted by the County Purchasing Director and approved by the Commissioners Court acting in its capacity as the governing body of Comal County, Texas.

Comal County adopts these policies and procedures under the authority of Texas Local Government Code, Chapter 262.

EFFECTIVE DATE

These policies and procedures will become effective upon approval by the Commissioners Court.

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CHAPTER 4: PURCHASING DIRECTOR AUTHORITY AND RESPONSIBILITIES

APPOINTMENT

Texas Local Government 262.011 authorizes a Board composed of the judges of the district courts in the county and the county judge to appoint a person to act as the county purchasing agent. The term of office of the county purchasing agent is two years.

STATUTORY AUTHORITY AND DUTIES

Texas Local Government Code, Chapter 262, Subchapter B outlines the following duties for purchasing agents:

- The Purchasing Agent shall purchase all supplies, materials, and equipment required or used, and contract for all repairs to property used by the County or a subdivision, officer, or employee of the county, except purchases and contracts required by law to be made on competitive bid. **A person other than the Purchasing Agent may not purchase the supplies, materials, or equipment or make the contract for repairs. The purchaser-seller relationship is one of mutuality. The responsibility of establishing a relationship of mutual confidence and satisfaction between the county and its supplier lies with the purchasing office. Therefore, it is necessary that the purchasing office be aware of all transactions between the county and its suppliers [Emphasis added].**
- The Purchasing Agent shall supervise all purchases made on competitive bid and shall see that all purchased supplies, materials, and equipment are delivered to the proper county officer or department in accordance with the purchase contract.
- A purchase made by the Purchasing Agent shall be paid for by a warrant drawn by the Auditor on funds in the County treasury in the manner provided by law. The Auditor may not draw and the County Treasurer may not honor a warrant for a purchase unless the purchase is made by the Purchasing Agent or on competitive bid as provided by law.
- On July 1 of each year, the Purchasing Agent shall file with the Auditor and each member of the Purchasing Board an inventory of all property on hand and belonging to the County and each subdivision, officer, and employee. The Auditor shall carefully examine the inventory and make an accounting for all property purchased or previously inventoried and not appearing in the inventory.
- Subject to Commissioners Court approval, to prevent unnecessary purchases, the Purchasing Agent shall recommend the transfer of County goods that are not needed or used, from one department or employee, to another department or employee requiring the goods or the use of the goods. The Purchasing Agent shall furnish the Auditor a list of transferred goods.
- Subject to Commissioners Court approval, the Purchasing Agent shall adopt the rules and procedures necessary to implement the agent's duties.
- Rules and procedures adopted by the Purchasing Agent may include rules and procedures for persons to use county purchasing cards to pay for county purchases under the direction and supervision of the Purchasing Agent.

ADDITIONAL RESPONSIBILITIES

In addition to these statutory duties, the Purchasing Agent:

- Training user offices/departments of the County's Purchasing Policies
- Develops, implements, and manages the Historically Underutilized Business (HUB) program for the County;
- Develops, implements, and manages a Fixed Asset Management System;
- Encourages and supports compliance with Texas purchasing laws;
- Works in conjunction with the Auditor and other County officials in the development of efficient financial processes;
- Promotes local business participation in County procurement processes; and
- Provides the business community with a central link to County business.

COUNTY OFFICES/DEPARTMENTS/EMPLOYEES RELATIONSHIPS WITH VENDORS REPRESENTATIVES WILL BE AS FOLLOWS:

- The representatives of all vendors visiting onsite should be received by the Purchasing Office. If a vendor visits an office/department directly, the office/department shall notify the Purchasing Office of such a visit.
- When it is necessary for the vendor's representative to talk with the elected official/department head a meeting should be arranged in coordination with the Purchasing Office. An elected official/department head cannot obligate the county and should so advise vendors.
- All county employees should keep free from obligation by not accepting gifts or entertainment offered by any vendor in accordance with this Policy.

CHAPTER 5: REQUISITIONING PROCESS

DEFINITION

Requisitioning is the formal request for a purchase to be made. It is the first step after the need for goods/services is recognized.

The department's purchase requisition authorizes the Purchasing Office to enter into a contract with a vendor to purchase goods and/or contract for services. ***This automated form is for internal use and cannot be used by a department to order materials directly from a vendor.***

Purchase requisitions should fully describe to the Purchasing Office detailed specifications of what to buy, when it is required, and where the goods are to be delivered, or the services to be performed.

POLICY

Comal County utilizes an automated requisitioning system, called Mikrofax. Based on established budget line items, purchase requisitions are entered into Mikrofax by the user department. Adequate budget funds must be available in the departmental line items before the Purchasing Office can proceed with the purchase of the requested goods and services. A requisition should be entered for any request for quote desired by any office/department or any acquisition for the County.

The following information should be included on your request whether for a quote or purchase:

- Suggested Vendor – When possible, refer the Purchasing Office to a particular vendor or vendors whose product has been used satisfactorily in the past. Vendor suggestions will be given full consideration by the Purchasing Office.
- Date Needed – Please include the exact date your item is needed, ASAP/RUSH is not specific enough. Please specify if expedited shipping is required. Using offices/departments will be responsible for all expedited shipping costs. Expedited shipping is expensive and should only be used in emergency type orders. Offices/departments should submit their request with enough time to allow their request to be processed following routine protocol. *All requests requiring expedited shipping will require the written approval of the elected official, department head or supervisor.*
- Quantity Required and Unit of Measure – Complete Description/Specification – Clearly describe the desired item as to size, color, type, grade, etc. When necessary, the information may be put on a separate sheet and included as an attachment to the request.
- Requisition Budget – Dollar value of purchase expected by the office/department and approved by Commissioners Court if it is a capital asset.
- Budget Line Item – Funds must be available in an authorized budget line item before a purchase order can be issued.

After the Purchasing Office receives a purchase requisition, it determines the appropriate procurement procedures based on the cost of the purchase, the goods and services to be purchased, the existing contracts for goods and services, and other relevant factors.

The purchasing process is not instantaneous. Time is required to complete the steps required by State law. In order to accomplish timely purchasing of goods/services at the least cost to Comal County, the cooperation of all officials and employees is required. **Prior planning and the timely submission of requisitions are essential to expedite the purchasing process and to assure that the process is orderly and lawful.**

Upon determining the appropriate procurement process, the Purchasing Director or assigned buyer acting on behalf of the Purchasing Director will issue a purchase order to the vendor(s) for the desired goods/services. The Purchasing Director or assigned buyer is the only individual authorized to generate a printed/electronic copy of a purchase order. **No other County personnel will have access or authorization to issue or print a purchase order.**

Specific instructions on entering requisitions into Mikrofax are not covered in this manual. The user office/department should refer to the County's Mikrofax training book or contact the Purchasing Office for further information and to check for periodic training session opportunities.

TYPES OF PURCHASE REQUISITIONS

ROUTINE - Normal purchases under \$50,000 (\$25,000 for Road Department supplies, material, and equipment) that are not under contract. These requests generally require 1-7 working days for the Purchasing Office to process. Rentals, leased equipment or other requests that may involve a contract may take up to 14 days for legal review.

EXPEDITED - Purchases where the goods/services are needed sooner than the routine cycle time. Expedited purchases do not qualify as emergency purchases and are subject to all applicable bidding requirements. Cycle time for expedited purchase requisitions under \$50,000 is one to three (1-3) working days.

Note: Expedited purchases are NOT emergency purchases. They are goods/services needed quickly to prevent costly delays or work stoppage. Expedited purchases probably warrant the additional cost and effort caused by the interruption of the normal work routine. They should not be used unless absolutely necessary. The user office/department should always telephone the appropriate buyer and make them aware of any such problem, as well as put the appropriate information in the requisition "Instructions" section.

EMERGENCY – Purchase of any goods/services needed because of an emergency condition that the Commissioners Court has ordered exempt, in compliance with the County Purchasing Act [Texas Local Government Code, § 262.024(a)(1)]. All emergency exemption orders must be processed through the Purchasing Office. The Purchasing Director will submit these as an agenda item for Commissioners Court approval.

- 1) Emergency items less than \$50,000 will be handled in the same manner as an expedited purchase requisition.

- 2) Emergency items greater than \$50,000 must be placed on the Commissioners Court agenda.

Note: "Process" refers to the time between when a purchase requisition is assigned to a buyer for action and when the actual purchase order is placed with a vendor. Cycle time does not include the time required for delivery, or the time it takes for the approval process from Commissioners Court, if required.

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CHAPTER 6: PROCEDURES FOR PURCHASES UNDER \$50,000

POLICY

For purchases of goods and services totaling less than \$50,000, as defined in §262.011(d) of the Texas Local Government Code, the Purchasing Director is authorized to select the exact goods/services to meet the specifications and requirements of the offices/departments. The Purchasing Director is authorized to select the vendor and to follow all necessary actions to conclude a contract for the purchase of the goods and services, without specific approval of the Commissioners Court.

CONSIDERATIONS

In selecting the exact goods/services requested by the offices/departments, the Purchasing Director must consider the following:

1. The stated needs of the office/department and whether the selected goods/services meet those needs;
2. Available information about sources and prices of the goods and services;
3. The delivery requirements of the office/department and the vendor; and
4. Any other information that should be considered involving circumstances of the purchase.

PROCEDURES

Purchases from \$0.00 to \$299.99

Approved goods in this price category may be purchased by an elected official or department head, or his/her designee, and a request for reimbursement made or by using a County issued procurement card. The County is exempt from sales tax. An exemption form can be provided to you by the Purchasing Office. **Item categories required to be competitively solicited and/or purchased from a cooperative purchasing contract are excluded from this allowance and reimbursement will not be made for the following categories: janitorial supplies, office supplies, IT equipment, police uniforms/supplies/equipment, vehicle/equipment parts, vaccines, and rental equipment or any type of purchase that requires a signed agreement/contract. If there is any question as to what is included in this category, offices/departments may contact the Purchasing Office for further clarification.**

INFORMAL QUOTES

Purchases from \$300.00 to \$2,999.99

- The Purchasing Office will procure from the best known approved source.

Purchases from \$3,000.00 to \$4,999.99

- The Purchasing Office will obtain at least three written quotes.

FORMAL QUOTES/PROPOSALS

PURCHASES FROM \$5,000.00 to \$49,999.99

The Purchasing Office will obtain quotes or supervise the office/department when obtaining quotes from vendors. Specifications should be submitted with any request for quote. If specifications are unknown, the Purchasing Office will arrange a meeting with the vendor and a representative from the Purchasing Office.

- Obtain at least three written quotes/proposals. Quotes/Proposals must be provided on Vendor letter head, or official quote form, or via e-mail from vendor's authorized representative to the Purchasing Office.
- Competition is encouraged by contacting as many vendors as possible. Utmost care must be taken, however, to ensure that vendors are given exactly the same information and that prices are not disclosed from one vendor to another.
- For all purchases, the Purchasing Director or assigned buyer shall make the determination of the "most responsive offeror".
- For the purpose of this section, "most responsive offeror" shall be the Vendor whose proposal is determined to be the most advantageous to the County taking into consideration:
 - Price;
 - The capability, integrity, and reliability of the offer to assure good faith performance;
 - Previous Experience;
 - References; and
 - Other relevant consideration determined by the Purchasing Director and using office/department.

The Purchasing Director has the authority to deviate from the policy for purchases under the \$50,000 (\$25,000 for Road Department supplies, material, and equipment) **if it is in the best interest of Comal County and will facilitate specific County operations.**

Note: If cumulative purchases to one Vendor or a specific commodity grouping are anticipated to reach or exceed \$50,000 (\$25,000 for Road Department supplies, material, and equipment) in a fiscal year, then formal bidding procedures outlined in Chapter 7 are required and an annual contract will be established by the Purchasing Office.

CAUTION: Intentionally separating purchases/invoices to avoid \$50,000 (\$25,000 for the Road Department) formal competitive bidding is a violation of the Purchasing Act.

MODIFICATIONS/CHANGE ORDERS

The Purchasing Director has been granted approval by Commissioners Court to modify contracts for goods and services as long as the modification and/or change order does not exceed \$50,000. All modifications and/or change orders must be made in writing and signed by the Purchasing Director.

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CHAPTER 7: COMPETITIVELY SOLICITED PURCHASES EXCEEDING \$50,000 OR \$25,000 FOR THE ROAD DEPARTMENT'S SUPPLIES, MATERIALS, AND EQUIPMENT

DEFINITIONS

There are two primary types of solicited purchases - competitive bidding and competitive proposals. Competitive solicitation means letting available vendors compete with each other to provide goods/services.

Competitive bidding is defined as:

"Competitive bidding requires due advertisement, giving opportunity to bid, and contemplates a bidding on the same undertaking upon each of the same material items and services covered by the contract; upon the same thing. It requires that all bidders be placed upon the same plane of equality and that they each bid upon the same terms and conditions involved in all the items and services and parts of the contract, and that the proposal specify as to all bids the same, or substantially similar specifications." Sterrett v. Bell, 240 S.W. 2d 516 (Tex. Civ. App.-Dallas 1951, no writ).

PURPOSE OF COMPETITIVE BIDDING

Competitive bidding is further described as:

"The purpose of competitive bidding is to stimulate competition, prevent favoritism, and secure the best work and materials at the lowest practicable price for the best interest of the taxpayers and property owners." Sterrett v. Bell, 240 S.W. 2d 516 (Tex. Civ. App.-Dallas 1951, no writ).

The first purpose of competitive solicitations is to ensure the best possible value is received. Competitive solicitations also increase the likelihood that public monies are spent properly, legally, and for public projects only.

The second purpose is to give those qualified and responsible vendors who desire to do business with the County a fair and equitable opportunity to do so. *Offices/departments/employees should have no communication with vendors during the bidding process.*

Competitive Bidding: The term "Formal Competitive Bidding" generally applies to public purchasing when the solicitation process complies with the Texas Government Code, Texas Local Government Code, and the Transportation Code.

"Sealed" bids are solicited through an Invitation to Bid (ITB) for contracts for goods/services expected to exceed \$50,000 (\$25,000 for Road Department supplies, material, and equipment). The ITB is the document used to solicit bids from vendors in response to the County's specifications and contractual terms and conditions. ITB's are required to be presented to and awarded by Commissioners Court, in session. The awarded ITB with the Notice of Contract Award letter signed by the Purchasing Director forms the contract between Comal County and the vendor. **Competitive bids are not negotiated.** With few exceptions, price is the sole determining factor if the vendor's product or services meet the requirements of the specification.

The ITB method is the most preferred method of procuring goods and supplies and non-personal services. It is used when the requirement can be definitively described, is readily available, and is an off-the-shelf kind of requirement.

Competitive proposals: The term “Formal Competitive Proposal” generally applies to public purchasing when the solicitation process complies with Texas Local Government Code, § 262.030.

Competitive proposals are solicited through a sealed Request for Proposals (RFP) process. The RFP solicits proposals from vendors in response to the County's requirements and contractual terms and conditions. Vendors submit responses to the RFP for consideration. A formal contract is then negotiated with the top ranking vendor and presented and awarded by Commissioners Court in session.

Formal "sealed" proposals are typically used to procure insurance, high technology goods and services, or for purchases where it is impractical to prepare detailed specifications.

"High technology" goods/services mean goods/services of a highly technical nature, including:

- Data processing equipment, software and firmware used in conjunction with data processing equipment;
- Telecommunications, radio, and microwave systems;
- Electronic distributed control systems, including building energy management systems; and
- Technical services related to those goods and services.

While the competitive proposal (RFP) process is similar to the competitive bidding (ITB) process, there are notable differences. The primary difference is that the RFP results in a negotiated procurement. Cost is not the only determining evaluation factor; however, its relative importance to other evaluation factors must be specified in the RFP and considered in recommending award. Proposal contents are not disclosed until after the contract is awarded. Proposal contents that are trademarked or proprietary may remain confidential pursuant to the Texas Public Information Act.

In accordance with the Texas Local Government Code 262.030(d), the formal competitive proposal (RFP) method may also be used to purchase other items more typically bid when the Purchasing Director determines that it is in the best interest of the county and obtains the consent of the Commissioners Court.

PROCEDURES

In Comal County, competitive solicited procurement which calls for approval by Commissioners Court due to an expenditure in excess of \$50,000 is required to comply with the requirements of Subchapter C of the Purchasing Act and, with few exceptions, are accomplished by the following process. Throughout this chapter, “bids” are vendor responses in the ITB process and “proposals” are vendor responses in the RFP process. Unless specifically noted, the procedures apply to both the ITB and RFP.

ITB: When the need for a budgeted good/service costing more than \$50,000 (\$25,000 for Road Department supplies, material, and equipment) is identified, the user office/department should immediately contact the Purchasing Office for assistance in developing the specifications. The specification should be comprehensive and broadly defined to allow for maximum competition.

RFP: When the need for a budgeted good/service (greater than \$50,000) is identified, the user office/department should immediately contact the Purchasing Office for assistance in defining the requirements to be used for the solicitation. The user office/department is responsible for submitting a Statement of Work (SOW) or Technical Requirements, which functionally define its needs and requirements. Purchasing Office staff will ensure that the SOW or Technical Requirement is quantified and structured to:

- Secure the best economic advantage utilizing best value;
- State the needs clearly;
- Be contractually sound;
- Treat all vendors fairly and equally without favoritism;
- Encourage innovative solutions to the requirement described; and
- Permit free and open competition to the maximum extent reasonably possible.

A written memo submitted to the Purchasing Director and signed by the Official or Executive Manager or designee or a direct e-mail from the Official or Executive Manager or designee may serve as the initial contact in which a competitive ITB or RFP must be used. The memorandum must include the budget line items from which the purchase is funded or an explanation about how funding is obtained before the Purchasing Office proceeds with the preparation of the competitive solicitation.

Requirements or specifications should be attached to the memorandum and forwarded electronically to the Purchasing Office. If requirements or specifications are not attached, Purchasing and the user office/department will develop them jointly.

The user office/department follows up the memorandum request with entry of a purchase requisition in the Mikروفax system. The Purchasing Office does not proceed with a formal solicitation unless:

- The appropriate budget line item includes sufficient unencumbered funds for the purchase; or
- The Auditor's Office verifies that funds are available through other budgetary action.

Once the Purchasing Office has finalized the specification or requirements with the user office/department, the Purchasing Office prepares the solicitation for issuance and publishes a notice of the proposed purchase that complies with the requirements in Texas Local Government Code, § 262.025.

SPECIAL CONSIDERATIONS

ITB:

- If unit pricing is required, County must specify approximate quantities estimated on the best available information.

RFP:

- The Purchasing Office publishes a notice of the proposed purchase unless Commissioners Court approval of the RFP is required.
- If the RFP is for high technology goods and services, the Director of Information Technology must review and approve specifications before a solicitation is advertised.
- For all other purchases, the Commissioners Court delegates its authority to approve the description of the requirements to the Purchasing Director.

Addendum of Solicitation

The Commissioners Court has authorized the Purchasing Director to extend the solicitation opening date on the notice of a solicitation if an error is discovered, or if the nature of the goods/services requires an extension. The Purchasing Director may amend a solicitation:

- If inquiries about the meaning indicate the need for an addendum to clarify its original intent or to correct clerical errors;
- If the changes are so insignificant that they are not likely to concern a vendor in determining ability to respond; and
- If the addendum does not change the general scope.

There should be at least five days between the date of the addendum and the opening date in the notice. If there are less than five days, the opening date may be extended.

PRE-BID, PRE-PROPOSAL MEETINGS

Texas Local Government Code, § 262.0256 allows the Commissioners Court to require potential vendors to attend a mandatory pre-bid (pre-proposal) conference to discuss contract requirements and answer vendor questions. The Purchasing Director works with the user office/department to determine if a pre-bid (pre-proposal) conference is necessary and whether attendance is mandatory or optional. The Purchasing Office manages any pre-bid (pre-proposal) conference and requests that the user office/department makes staff available to answer questions at the conference.

RECEIPT OF COMPETITIVE SOLICITATIONS

To ensure the identification, security, and confidentiality of responses to solicitations, both electronic and paper, the following procedures shall apply:

- The Purchasing Director receives all responses as specified by the solicitation document.
- **Solicitations are not accepted after the due date and time included in the solicitation documents.** All responses offered after the opening time are returned unopened to the vendor with a letter from the Purchasing Director notifying the vendor that the submitted response arrived after the due date and time.
- The Purchasing Office records the name of the vendor's representative submitting the solicitation, and the time and date the response was received.

- After a response is received, the Purchasing Office provides a secure place to hold it until the opening date. The responses are only accepted if sealed. Responses remain sealed until the Purchasing Office opens them in a public forum at the advertised date and time.
- On occasion, responses that are received in the mail or by other independent carrier may be inadvertently opened. If this situation occurs, another employee of the Purchasing Office is immediately called to act as a witness that the details of the response (especially the price for a bid) were not reviewed and the response is resealed by that employee of the Purchasing Office, and the incident is documented.
- Bids received without the proper identification may be disqualified.

The above process shall be undertaken in a manner that precludes any perception of favoritism, and avoids revealing prices or response information. Publicly receiving sealed responses and recording the submission of requested responses helps avoid any perception that the Purchasing Office is manipulating the receipt of solicitations.

PUBLIC OPENING OF SOLICITATIONS

ITB: The Purchasing Director or authorized designee publicly opens, reads aloud, and documents the bids at the date, time, and place specified in the notice. Preliminary tabulations are provided on the County's web site at http://www.co.comal.tx.us/PUR_BIDS.htm .

RFP: The Purchasing Director or authorized designee publicly opens and documents sealed proposals at the date, time, and place specified in the notice. Only the names of vendors submitting proposals are announced.

Proposals are opened to avoid disclosure of contents to competing proposers and are kept secret during the process of negotiation. All proposals that have been submitted are available and open for public inspection after the contract is awarded, except for trade secrets and confidential proprietary information contained in them. Disclosure of all information obtained from a vendor is subject to the provisions of the Texas Public Information Act.

Confidentiality Memorandum

RFP: The Purchasing Office uses a confidentiality memorandum to ensure compliance with the ethics policy related to keeping proprietary information confidential. Before the evaluation of confidential proposals, the Purchasing Office sends a memorandum to evaluation committee members for signature and certification. The memorandum contains requirements to keep information confidential **until Commissioners Court approves an award**. The evaluation committee members are expected to adhere to this memorandum during the competitive process. These requirements also include disclosure of any potential conflict of interest, and any attempted communication by the proposer directly with the evaluation committee members during evaluation.

EVALUATION

ITB: The Purchasing Office evaluates all bids and recommends the lowest responsible bid to the Commissioners Court for award. The Purchasing Office evaluates bids based on:

- The relative price, including the cost of repair and maintenance if heavy equipment is the subject of the bid or the cost of delivery and hauling if road construction is involved;
- The compliance of goods and services with specifications; and
- The vendor's past performance, the responsibility of the vendor, including the vendor's financial and practical ability to perform the contract, and the vendor's safety record if the ITB states that it is to be considered.

The Purchasing Office will communicate its recommendation with the Elected Official, Department Head, or Executive Manager before a recommendation is made to Commissioners Court. The Purchasing Director, or Senior Buyer will present a recommendation to Commissioners Court.

Commissioners Court either approves the recommendation or rejects all bids and authorizes the Purchasing Director to re-bid the goods/services.

RFP: The Purchasing Office supervises the evaluation process performed by the user office/department or committee to ensure that the evaluation is conducted fairly and consistently and that the integrity of the process is maintained. Depending on the procurement, there may be additional technical evaluation assistance provided by the Auditor's Office, and/or IT Department.

The RFP must specify the relative importance of price and other evaluation factors including the relative weight of each factor. Evaluators use these specified factors in evaluating the proposals. Purchasing staff leads the evaluation team and is responsible for:

- Tabulating scores;
- Calculating values; and
- **Either**
 1. Coordinating follow-up meetings for Best and Final Offer (BAFO) negotiations and recommending an award; or
 2. Discontinuing the process.

After the evaluation is completed, Purchasing forwards an evaluation summary to the Official or Executive Manager for concurrence with the selection and requests that the Official or Executive Manager submit a memorandum to the Purchasing Director signifying their concurrence. Purchasing makes the recommendation to Commissioners Court.

Note: For high visibility or high dollar value procurements, the Purchasing Director may take the recommendations to Commissioners Court and request its approval to negotiate with top ranked firm(s) before requesting BAFO's.

NEGOTIATIONS (RFP)

The Purchasing Director supervises all negotiations. Any conversations with proposers must be coordinated with the Purchasing Director or Senior Buyer. **A member of the Purchasing Office should be present for all discussions with proposers.** Offices/departments making contact with proposers without coordinating with the Purchasing Director risk jeopardizing the integrity of the County procurement process and possibility of proposer's offer being disqualified.

All proposers must be given fair and equitable treatment with respect to any opportunity for discussion and revision of proposals and submittal of a BAFO.

After the negotiations are complete, the Purchasing Office may request qualified proposers to submit a BAFO to a specified location by a specified date. Based on the negotiations, the BAFO must allow the proponent to:

- Modify the initial offer;
- Update pricing based on any changes the user office/department or County has made; and
- Include any added inducements to improve the overall score in accordance with the evaluation plan of the RFP.

CONTRACT AWARD

ITB: The Purchasing Director recommends contract award to Commissioners Court. The Commissioners Court either:

- Awards the contract to the responsible bidder who submits the lowest and best bid; or
- Rejects all bids and publishes a new notice if the goods/services are still needed.

If two responsible bidders submit the lowest and best bid, the Commissioners Court decides between the two by drawing lots in a manner prescribed by the County Judge.

A contract may not be awarded to a bidder who is not the lowest priced bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before the Commissioners Court and present evidence about its responsibility.

After Commissioners Court approves the contract, the Purchasing Director issues a Notice of Contract Award and Purchase Order and Notice to Proceed, if applicable. This documentation, including solicitation documents and the original contract form the complete contract. A complete original contract is maintained in the Purchasing Office. The other originals are furnished to the Vendor and the County Clerk. Copies of these are furnished to the user office/department, the Auditor's Office, and the Criminal District Attorney's Office upon request.

RFP: The BAFO is the basis of a recommendation of contract award. The award of the contract is made by Commissioners Court to the responsible proposer, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors in RFP.

REVERSE AUCTIONS

In purchasing goods/services, the Purchasing Director may use reverse auction procedures under Texas Government Code, Chapter 2155. Reverse auction means:

- A real-time bidding process usually lasting less than one hour and taking place at a previously scheduled time and Internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods/services; or
- A real-time bidding process usually lasting less than two weeks and taking place during a previously scheduled period and at a previously scheduled Internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods/services.

ON-GOING MAINTENANCE An often-overlooked cost of equipment or software is ongoing maintenance. All on-going maintenance issues should be considered, evaluated, and priced in the initial procurement process.

SUPPLEMENTAL AGREEMENTS

The Purchasing Office, via an automated contract system, monitors the expiration dates of all procurement related contracts. The Purchasing Office notifies user offices/departments by memorandum before contract expiration and verifies whether a continued need for the goods/services exists and whether the contract needs to be re-bid or extended, if extensions are available. The Purchasing Office also sends the existing specifications or requirements to the user office/department and requests any changes before the solicitation is reissued. The user office/department returns the specifications or requirements with any additions, deletions, or corrections. All agreements, including renewal agreements, must then be reviewed by the Criminal District Attorney's Office prior to approval.

CHAPTER 8: COOPERATIVE PURCHASING AGREEMENTS

INTRODUCTION

The Inter-local Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governments to contract directly with other governments to increase their efficiency and effectiveness. Texas Government Code, § 791.025(c) states that a local government that purchases goods and any services reasonably required for the installation, operation, or maintenance of those goods under the Inter-local Cooperation Act satisfies the requirement of the local government to seek competitive bids for the purchase of goods and their services. The County has a variety of inter-local agreements.

The County participates in the purchasing programs of various local, state, and national cooperatives such as Houston Area Council of Governments (H-GAC), Texas Association of School Boards (Buy Board), The Cooperative Purchasing Network (TCPN), U.S. Communities, National Joint Powers Association (NJPA), National Purchasing Partners (NPP), Tarrant County Purchasing Cooperative, and Federal Supply Schedules. Before using any cooperative contract, the Purchasing Director researches and recommends cooperatives to the Commissioners Court. The Commissioners Court approves an inter-local agreement acknowledging the terms and conditions for using each cooperative, including any fee schedules, and authorizes the Purchasing Director to make purchases under the terms of the inter-local agreement.

OFFICIAL REPRESENTATIVE

The Purchasing Director acts for Comal County at the direction of Commissioners Court in all matters relating to all cooperative purchasing programs, including the purchase of goods and services from a vendor under any contract.

PROCEDURE

The Purchasing Director must approve all inter-local agreements involving the purchase of goods, repair, or maintenance agreements before the agreement is submitted to Commissioners Court for approval.

To initiate a cooperative purchase, the user office/department may research goods and services on the approved cooperative's website, or request assistance from the Purchasing Office, to determine if the needed goods/services are available from the cooperative. The Purchasing Office determines whether or not the requested goods/services are available from a specific cooperative. If available, the Purchasing Office compares prices among cooperatives to obtain the best value. The Purchasing Office works with the user office/department to determine best value and issues a purchase order with the selected vendor using the purchasing method that provides the best value.

The Purchasing Office either submits a purchase order to the applicable cooperative or electronically sends the purchase orders directly to vendors using the processes defined by the specific cooperative. The Purchasing Director monitors vendor compliance with all the conditions of delivery and the quality of the purchased goods and services. The Purchasing Director may sign and deliver all necessary documents for purchases under cooperative purchasing programs made on behalf of the County.

The Purchasing Director may execute all contracts for purchases through cooperative agencies that are procured in compliance with this chapter, including purchases in excess of \$50,000, provided funding for the purchase has been approved by the Commissioners Court and the inter-local agreement was approved by the Commissioners Court.

INTER-LOCAL AGREEMENTS

All inter-local agreements that involve the purchase of goods, services, repair(s), or maintenance agreements must be approved in writing by the Purchasing Director and reviewed by the Criminal District Attorney's Office before being submitted to Commissioners Court for approval.

FEDERAL SUPPLY SCHEDULES

Texas Local Government Code § 271.103 states that a local government that purchases goods/services available under Federal supply schedules of the United States General Services Administration to the extent permitted by federal law satisfies the requirement of the local government to seek competitive bids for the purchase of those goods and services.

Under the Cooperative Purchasing Program, state and local government entities may purchase a variety of Information Technology (IT) products, software, and services from contracts awarded under [GSA Federal Supply Schedule 70](#), Information Technology, as well as from contracts under the [Consolidated \(formerly Corporate Contracts\) Schedule](#) containing IT special item numbers.

State and local government entities may also purchase alarm and signal systems, facility management systems, firefighting and rescue equipment, law enforcement and security equipment, marine craft and related equipment, special purpose clothing, and related services from contracts awarded under [GSA Federal Supply Schedule 84](#), Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose Clothing, Marine Craft, and Emergency/Disaster Response.

FEDERAL SURPLUS PROPERTY PROGRAM/TEXAS FACILITIES COMMISSION

The Texas Federal Surplus Program (FSP) makes federal surplus property available such as office & home furnishings, generators, dump trucks, construction equipment, vehicles, testing equipment, mobile homes, and other property to participants of the program for fees well below the retail market value. Property obtained from this or any surplus program should be coordinated with the Purchasing Office.

CHAPTER 9: STATE CONTRACT PURCHASES

INTRODUCTION

Two laws describe the authority of local governments to purchase goods and services through the Texas Comptroller of Public Accounts Cooperative Purchasing Contracts. The first allows purchasing from Vendors with which the state has entered into contracts as a result of competitive bidding procedures. These are referred to as State Contract purchases. The second allows purchasing automated information services from approved Vendors based on their catalogue prices and negotiations. These are referred to as State Catalogue purchases. These two laws are located in the Texas Local Government Code and the Texas Government Code.

STATE CONTRACT PURCHASES

Authority

Texas Local Government Code §271.081 through §271.083 requires the Texas Facilities Commission to establish a local government purchasing program and authorizes Comal County to participate in the program.

Policy

Comal County participates in the purchasing program of the State Purchasing and Texas Facilities Commission for local governments.

Official Representative

The Purchasing Director is designated to act for Comal County at the direction of the Commissioners Court in all matters relating to the purchasing program, including the purchase of goods and services from the Vendor under any contract. Comal County is responsible for making payments directly to the Vendor, or in the method prescribed by the contract.

Procedure

The Purchasing Director is responsible for submitting purchase orders to the Texas Facilities Commission under any contract or sending purchase orders directly to Vendors and reports to the commission on actual purchases in compliance with the commission's regulations. The Purchasing Office is responsible for Vendor's compliance with all the conditions of delivery and quality of the purchased goods and services. The Purchasing Director is authorized to sign and deliver all necessary documents for purchases under this program made on behalf of Comal County.

Best Value

The best value is defined as the lowest overall cost of information systems based on the following factors:

- Purchase price;
- Compatibility to facilitate exchange of existing data;
- Capacity for expansion and upgrading to more advanced levels of technology;
- Quantitative reliability factors;
- The level of training required to bring end-users to a stated level of proficiency;
- The technical support requirement for maintenance of data across a network platform and management of the network's hardware and software; and
- Compliance with the applicable statewide standards adopted by the Department of Information Resources (DIR) or the County as validated by criteria established by Commissioners Court.

Best Interest

The County must consider the following factors to determine which products or services are in the County's best interests:

- Installation costs and hardware costs;
- The overall life cycle of the system of equipment;
- Estimated cost of employee training and estimated increase in employee productivity;
- Estimated software and maintenance costs; and
- Compliance with applicable statewide standards adopted by DIR or the County as validated by criteria established by Commissioners Court.

CHAPTER 10: PROPOSALS FOR INSURANCE, HIGH TECHNOLOGY GOODS AND SERVICES, AND SPECIAL SERVICES EXCEEDING \$50,000

DEFINITIONS

Competitive proposals may be solicited through a Request for Proposal (RFP).

Formal, sealed Requests for Proposals (RFPs) will be used to procure insurance, high technology goods and services and special services exceeding \$50,000 (but not limited to those exceeding \$50,000). The RFP will solicit proposals from Vendors in response to the County's requirements and contractual terms and conditions. A formal contract must be approved by the Commissioners Court.

"High technology" goods/services are defined as goods/services of a highly technical nature, including:

- Data processing equipment and software and firmware used in conjunction with data processing equipment;
- Telecommunications, radio, and microwave systems;
- Electronic distributed control systems, including building energy management systems; and
- Technical services related to those goods and services.

PROCEDURES

Competitive proposals for insurance, high technology goods and services and special services will be accomplished as follows:

Purchase Requisition

A requisition is submitted to the Purchasing Office. The requisition must include the budget line items from which the purchase will be funded or an acceptable explanation about how funding will be obtained before a competitive proposal can be prepared. Requirements may be attached to the requisition or Purchasing and the user office/department may jointly develop the requirements.

Notice

After the development of requirements and preparation of the RFP, the Purchasing Office will publish a notice of the proposed purchase as required by Local Government Code, §262.025, unless Commissioners Court approval of the RFP is required. If the RFP is for high technology goods and services, the Information Technology (IT) Department must review it before it is advertised.

RECEIPT OF COMPETITIVE PROPOSALS

The following procedures will apply when receiving proposals:

- All proposals will be received by the Purchasing Office on the date and time specified.
- All proposals will be stamped with the time and date received. The date stamp clock in the Purchasing Office will serve as the official time clock for the purpose of identifying the date and time bids were received in the Purchasing Office.
- RFPs will not be accepted after the opening time on the day of proposal opening. All RFPs received after the opening time will be returned unopened.
- After proposals are received, the Purchasing Office will securely store the proposals until the proposal opening date. The proposals are to be received sealed and shall remain sealed until opened on the advertised date and time by the Purchasing Office.

The above process should be undertaken in a manner that will preclude any notion of favoritism, or revealing proposal information. Having sealed proposals publicly received and recorded should help avoid any perception that the Purchasing Office is manipulating the receiving of proposals.

OPENING OF PROPOSALS

Sealed proposals will be opened by the Purchasing Office and will be documented.

Proposals will be opened so as to avoid disclosure of contents to competing proponents and will be kept confidential during the process of negotiation. All proposals that have been submitted will be available and open for public inspection after the contract is awarded, except for trade secrets and confidential proprietary information contained in the proposals and identified as such if the solicitation provides for this information to be kept confidential.

EVALUATION OF PROPOSALS

The Purchasing Office will evaluate all proposals, with assistance from the user office/department, and Information Technology Department, if applicable, or by committee. Purchasing will make the recommendation to Commissioners Court.

The RFP must specify the relative importance of price and other evaluation factors.

NEGOTIATIONS

All negotiations will be supervised by the Purchasing Director. Any conversations with proponents must be in coordination with the Purchasing Director. Offices/departments contacting proponents without coordinating with the Purchasing Director risk jeopardizing the integrity of the County procurement process and possibility of proposer's offer being disqualified.

All proponents must be accorded fair and equitable treatment with respect to any opportunity for discussion and revision of proposals and submittal of a BAFO offer.

CONTRACT AWARD

The award of the contract shall be made by Commissioners Court to the responsible proponent whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the RFP.

CONTRACT ADMINISTRATION

The user office/department will be responsible for monitoring and documenting contractor performance/compliance. All documentation of non-compliance must be shared with Purchasing. If, after clarification, the Vendor complies with expected performance standards, no further documentation will be required by Purchasing. If poor performance or non-compliance with the contract is evidenced, Purchasing will be responsible for initiating corrective action with the Vendor.

The Purchasing Director will take all steps related to obtain compliance with the contract and will consult with the user office/department and the Criminal District Attorney's Office before taking any steps toward suspension or termination of the contract.

SELECTION AND RETENTION OF INSURANCE BROKER

The County may use the RFP process, as defined in Texas Local Government Code §262.036 to select an appropriately licensed insurance agent as the sole broker of record to obtain proposals and coverage's for insurance that provides necessary coverage and adequate limits of coverage in all areas of risk, including public official liability, property, casualty, workers' compensation, and specific and aggregate stop-loss coverage for self-funded health care.

CHAPTER 11: PROCUREMENT OF PROFESSIONAL SERVICES

INTRODUCTION

The two principal laws with which the Purchasing Office must comply are the **Professional Services Procurement Act** and the **Purchasing Act**.

There are two kinds of professional services:

- Those professional services specifically defined under the Professional Services Procurement Act; and
- Those “other” professional services that are not specifically defined under either the Professional Services Procurement Act or the County Purchasing Act and which must be obtained in compliance with the County Purchasing Act. The Purchasing Director must rely on court cases and Attorney General Opinions to determine what services are included in these “other” professional services.

PURPOSE

The Purchasing Office may contract for professional services only if funds are budgeted for that purpose as confirmed by the Auditor’s Office or the solicitation is approved by the Commissioners Court.

PROFESSIONAL SERVICES PROCUREMENT ACT

Definition

Professional services are defined in the Professional Services Procurement Act as:

- Those within the scope of the practice of accounting, architecture, optometry, medicine, land surveying, or professional engineering as defined by the laws of the State of Texas; and/or
- Those performed by any licensed architect, optometrist, physician, surgeon, certified public accountant, land surveyor, or professional engineer in connection with his professional employment or practice.

The Act states that contracts for the procurement of these professional services **may not** be awarded on the basis of bids. Instead, services must be awarded on the basis of demonstrated competence and qualifications.

Procedures

Departments shall forward a requisition or a memorandum to the Purchasing Director when professional services are required. The requisition or memorandum should identify the following:

- Scope of work;
- Qualifications/experience requirements;
- Project description;
- Time frames;

- Budgeted amount and budget line items; and
- Suggested professionals to receive the solicitation.

Based on the information provided in the requisition or memorandum, applicable state laws and all relevant facts, the Purchasing Director will make a determination as to whether a formal Request for Qualifications (RFQ) or an informal procurement process will be implemented.

Unless specifically exempted by the Commissioners Court, all professional services anticipated to cost over \$50,000 will be procured using the formal RFQ process. The Purchasing Director will submit all exemption orders to Commissioners Court. Unless there is an urgent need for the services, the exemption order will be submitted to the Commissioners Court for approval before selecting and negotiating for any professional service.

PURCHASING ACT

“Other” Services Defined

As defined in this manual, “other” personal or professional services are those services usually referred to as a professional service, but not specifically defined or covered in the Professional Services Procurement Act. Examples may include computer programmers, lawyers, facilitators, etc. Various court opinions have defined these “other” professional services as services requiring technical skill and expertise; labor and skill which are predominantly intellectual, rather than physical or manual; or, a special skill and experience. “Other” personal services have been defined as services that must be performed by a particular person and, by the terms of the contract, no substitutions are allowed.

CHAPTER 12: PROCUREMENT OF CONSTRUCTION

PURCHASING STATUTES

Texas Local Government Code §262.011 states, “The County Purchasing Director shall supervise all purchases made on competitive bid...”

Texas Local Government Code §271.024 states “...to award a contract for the construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property on the basis of competitive bids, and if the contract requires the expenditure of more than \$50,000...bidding on the contract must be accomplished in the manner provided by this subchapter.”

Texas Government Code §2267.002 states “This chapter applies to a public work contract made by a governmental entity authorized by state law to make a public work contract, including:

- (1) a state agency as defined by Section 2151.002, including the Texas Facilities Commission;
- (2) a local government, including:
 - (A) a county

SUPERVISION

Construction procurement will be consistent with other procurement procedures as defined in this manual and in accordance with pertinent statutes. The Purchasing Director will supervise all construction procurements in conjunction with Commissioners Court and the Comal County Engineer’s Office.

PURCHASE REQUISITION

A requisition submitted to Purchasing, electronically signed by the elected official or department head, will serve as the initial notification that a competitive bid is needed. A draft copy of the plans and specifications should be submitted with the requisition. The specifications will be reviewed and approved by the Purchasing Director for compliance with the Purchasing Act prior to submittal to Commissioners Court for approval.

BIDDING NOTICE

The Purchasing Office will publish the advertisement for bid, which must include the following:

- Description of work;
- Location at which the bidding documents, plans, specifications, or other data may be obtained and the amount of the deposit required;
- The time and place for submitting bids and time and place of bid opening; and
- The method of payment.

If the contract is to be bid on a unit price basis, the notice must also include the approximate quantities of the goods and services needed that are to be bid on and the quantities must be based on the best available information.

BONDING REQUIREMENTS

Bid Bonds

Bid bonds will be required for construction contracts that exceed \$100,000. Bid bonds will not be required from any bidder whose rates are subject to regulation by a state agency.

If the Purchasing Director determines that a bid bond is required for a particular contract, the notice to bidders or request for proposals will state that a bid bond in the amount of 5% of the contract price is required. A surety company authorized to do business in Texas must execute the bid bond.

Performance Bonds

For all contracts in excess of \$100,000 for the construction, repair, or alteration of a public work, or the completion of any public work, the contractor, before commencing work, must execute a performance bond that is:

- Payable to Comal County;
- In the full amount of the contract;
- Conditioned on faithful performance of the work in accordance with the plans, specifications, and contract documents;
- Solely for the protection of the County;
- Executed by a corporate surety or sureties in accordance with the Insurance Code; and
- In a form approved by Commissioners Court.

Payment Bonds

For contracts in excess of \$25,000 for the construction, repair, or alteration of a public work, or the completion of any public work, the contractor, before commencing work, must execute a payment bond that is:

- Solely for the protection of all claimants supplying labor and material in the performance of work provided in the contract;
- Payable to Comal County for the use of these claimants;
- In the full amount of the contract;
- Executed by a corporate surety or sureties in accordance with the Insurance Code; and
- In a form approved by the Commissioners Court.

RECEIPT OF COMPETITIVE BIDS

The following procedures will be adhered to when receiving bids:

- The County Purchasing Office will receive all bids.

- All bids will be stamped with the time and date received. The date stamp clock in the Purchasing Office will serve as the official time clock for the purpose of identifying the date and time bids were received in the Purchasing Office.
- **No bids** will be accepted after the opening time on the day of the bid opening. All bids received after the opening time will be returned unopened to the bidder along with notification that the bid was received after the due date and time.
- After bids are received, a secure place will be provided by the Purchasing Office for the holding of the bids until the bid opening date. The bids are to be received sealed and shall remain sealed until opened on the advertised date and time by the Purchasing Office in a public forum.

The above process shall be undertaken in a manner that will preclude any notion of favoritism, revealing bid prices, or improper release of information.

PUBLIC OPENING OF BIDS

Sealed bids will be opened publicly on the date, time, and place specified in the notice by the Purchasing Office and will be documented. Preliminary tabulations are provided on the County's web site at http://www.co.comal.tx.us/PUR_BIDS.htm.

EVALUATION OF BIDS

The Purchasing Office will evaluate all bids, with assistance from the user office/department, and a joint recommendation will be made to Commissioners Court. Purchasing will be responsible for placing the item on the Commissioners Court agenda.

Evaluation of bids may include, but are not limited to the following factors:

- The relative prices of the bids, including the cost of repair and maintenance of heavy equipment if that is the subject of the bid, and the cost of delivery and hauling if road construction equipment;
- Compliance with specifications of goods and services offered;
- The responsibility of the Vendor, including the Vendor's safety record if Commissioners Court has adopted a definition of safety that is included in the bid; and
- The past performance of the Vendor.

CONTRACT AWARD

The Purchasing Director will recommend contract award to Commissioners Court in session. The Court shall:

- Award the contract to the responsive and responsible bidder who submits the lowest and best bid; or
- Reject all bids and publish a new notice.

If two responsive and responsible bidders submit the lowest and best bid, the Commissioners Court shall decide between the two by drawing lots in a manner prescribed by the County Judge.

After an award is made, a contract will be processed, and copies of the contract will be sent to the contractor, Commissioners Court, and the County Clerk.

CONTRACT ADMINISTRATION

The user office/department will be responsible for monitoring and documenting contractor performance/compliance and provide the Purchasing Office with copies of this documentation, thereby keeping the Purchasing Office apprised of all performance and compliance issues. Discussions solely meant to explain or interpret the specifications may be dealt with orally by the user office/department. If poor performance or non-compliance with the contract is evidenced, the user office/department will be responsible for contacting the Purchasing Office to initiate written corrective action with the contractor. The Purchasing Office will be responsible for issuing any written correspondence directing correction of a discrepancy.

Employees must not provide any instruction or requests for changes directly to the contractor. Only the user office's/department's named project manager or the Purchasing Director is authorized to give any directions directly to the contractor.

The Purchasing Director will take all steps related to correcting non-compliance with the contract, but will consult with the Criminal District Attorney's Office before taking any steps toward suspension or termination of the contract unless emergency, life safety or property damage issues require immediate temporary work stoppage. Before any letters, notices or other communication related to termination or suspension are delivered, the contents of these must be reviewed by the Criminal District Attorney's Office as the initial steps toward potential litigation.

MODIFICATIONS/CHANGE ORDERS

The Purchasing Director has been granted approval by Commissioners Court to modify contracts for goods and services as long as the modification and/or change order does not exceed \$50,000. All modifications and/or change orders must be made in writing and signed by the Purchasing Director.

CHAPTER 13: EXEMPTIONS TO THE COMPETITIVE BID PROCESS

PURCHASING ACT

Many goods and services can be exempt from the competitive bidding process if the Commissioners Court orders the purchase exempt. Texas Local Government Code §262.024 lists in detail all the circumstances when exemptions are available for purchases made from current funds, bond funds, or through warrants. The following is a comprehensive list of these circumstances:

1. Goods and services that must be purchased in a case of public calamity, if it is necessary to make the purchase promptly to relieve the necessity of the citizens, or to preserve the property of the County.
2. Goods and services necessary to preserve or protect the public health or safety of the residents of the County.
3. Goods and services necessary because of unforeseen damage to public property.
4. Personal or professional service.
5. Work performed and paid by the day, as the work progresses.
6. Any land or right of way.
7. Goods and services that can only be obtained from one source, including:
 - a) Goods and services for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;
 - b) Films, manuscripts, or books;
 - c) Electric power, gas, water, and other utility services; and
 - d) Captive replacement parts.
8. Food goods.
9. Personal property sold at auction by a state-licensed auctioneer, in a going-out-of-business sale held in compliance with the Business and Commerce Codes, or by a political subdivision, state agency, or federal government entity.
10. Renewal of a lease or equipment maintenance agreement.

PURCHASING AT AUCTION

§ 262.024 of the Texas Local Government Code, Exemption 9, as mentioned in the previous paragraph, addresses the sale of personal property sold at auction by a state-licensed auctioneer.

The opportunity exists for potential savings to be realized by the County if certain used cars, trucks, road/construction equipment are purchased at auction by the Purchasing Director as allowed by law.

POLICY

All purchases at auction will be made by the Purchasing Director.

Before such equipment is procured, determinations are to be made as to the appropriate sale value, whether the equipment has been maintained properly, the probable useful service life remaining, and whether a significant cost savings could result.

PROCEDURE

Before attending an auction, offices/departments must notify the Purchasing Director verbally or in writing prior to the date of the auction. Each planned expenditure for used equipment to be purchased as requested by offices/departments must have previous budget approval.

POLICY

Exemption orders must be processed through the Purchasing Office. In all cases except the acquisition of interests in land for County roads, bridges, parks, and all purchases of real property, the Purchasing Director will request the exemption order from the Commissioners Court.

PROCEDURE

A memorandum must be submitted to the Purchasing Director requesting an exemption to the competitive bid process. The memorandum must state specific details and an explanation of why an exemption from the competitive bid process should be requested and granted. All departments requesting exemptions should include a copy of the contract, if available, the name of the contractor, the goods and services covered by the order, maximum cost, and other relevant particulars.

EMERGENCY

Emergency means circumstances where an immediate response is required to provide for the safety of persons or property.

Emergency purchases that exceed \$50,000 require a Court Order granted by the Commissioners Court before a purchase order can be issued.

PROFESSIONAL OR PERSONAL SERVICE

Please refer to Chapter 11 of this manual regarding this type of purchase.

SOLE SOURCE GOODS AND SERVICES

Sole source goods and services require a statement from the Purchasing Director as to the existence of only one source, and specifically noting which type of listed sole source good or service is being purchased. The statement will be submitted for acceptance by the Commissioners Court and must be reflected on the agenda of the meeting of the Commissioners Court. Sole source items include:

1. Goods and services for which competition is precluded from bidding because of the existence of patents, copyrights, secret processes, or monopolies;
2. Films, manuscripts, or books;
3. Electric power, gas, water, and other utility sources; and
4. Captive replacement parts.

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CHAPTER 14: RENEWAL OF EQUIPMENT LEASES AND MAINTENANCE CONTRACTS

STATUTE

The renewal or extension of an equipment lease or an equipment maintenance contract can be exempt from formal competitive bidding if the Commissioners Court grants the exemption, AND IF:

1. The lease or contract has gone through formal competitive bidding within the preceding year;
2. The renewal or extension does not exceed one (1) year; and
3. The renewal or extension is the first renewal or extension of the lease or contract.

POLICY

The purchase of all equipment leases and maintenance contracts will be handled through the Purchasing Office. All renewal or extension orders will be processed through the Purchasing Office. Any negotiations with bidders will be supervised by the Purchasing Director. The Purchasing Office will maintain the original documents and send the user office/department a copy upon request.

The Purchasing Office will monitor maintenance contracts for expiration dates and will treat their renewal as annual term contracts.

The Purchasing Director is authorized to execute any contracts for equipment leases and maintenance contracts that are procured in compliance with the Purchasing Act and if cost does not exceed \$50,000. The Purchasing Director is also authorized to execute budgeted equipment leases and maintenance contracts in any amount if procured using a cooperative purchasing contract. All other contracts must be approved by the Commissioners Court.

PROCEDURES

The user office/department will enter a requisition in the Mikrofax system, identifying the budget line item account. The requisition should identify the purchase as either a lease or maintenance contract.

Invoice copies referenced in the requisition, if retained by the user office/department, should be sent to the Purchasing Office immediately. The requisition should always include the serial number, model number, and physical location of the equipment. The beginning and ending dates of coverage should also be specified.

If a renewal, the original contract should be included with the requisition.

If the request is for a sole source lease or maintenance agreement, the user office/department must include a memorandum with the requisition justifying why it is a sole source purchase.

Information Technology, the Purchasing Office, and the user office/department will work together to determine the appropriateness of a maintenance contract versus in-house repairs. Offices/departments should coordinate their efforts to ensure that the maintenance contract sought is appropriate.

NOTE: An often-overlooked cost of equipment or software is ongoing maintenance. All ongoing maintenance issues should be considered, evaluated, and priced in the initial procurement process.

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CHAPTER 15: RECEIPT OF GOODS

POLICY

Offices/departments should notify the Purchasing Office if goods are not received by the due date or if damaged goods are delivered. The assigned buyer will work with the office/department to make contact with the vendor. Offices/departments should not contact the vendor directly without first consulting with the Purchasing Office.

ORDER VERIFICATION

Office/Department employees receiving shipments must pay particular attention to the delivery ticket and be sure it matches the Comal County purchase order. The individual receiving the goods must verify that all goods were shipped as stated on the delivery ticket and include HIS OR HER OWN signature (a full signature in ink), their printed name, employee ID #, and the applicable **PURCHASE ORDER NUMBER** on all of the appropriate documentation, particularly the County's copy.

DAMAGED FREIGHT

When a shipment arrives, the user office/department must inspect the condition of all cartons. If freight is undamaged, the office/department receiving the shipment should sign the freight bill.

If the freight is visibly damaged, the receiving office/department must instruct the freight line driver to:

1. Note the damage on the freight bill; and then
2. Sign the freight bill; or reject the shipment. Please note rejecting shipments may add additional costs and time delays to items ordered. No shipment should be rejected without the prior approval of the Purchasing Office. Please call the Purchasing Office if you need further clarification on damaged freight.

If there is concealed damage, save the shipping cartons so the Purchasing Office can notify the freight line and request an "inspection and report of concealed damage." Any receiving report processed should always detail all damaged merchandise.

All goods not received properly or not in compliance with the contract should be documented and reported to the Purchasing Office immediately, so that the vendor can be notified and instructed to take corrective action.

Damaged freight must be reported to the freight line within fifteen (15) days after delivery. After fifteen (15) days the freight line is no longer liable for the damage.

Damaged goods should not be returned to the freight line or to the vendor, unless specifically requested to do so, and then only if a claim has been filed or authorization has been given by the vendor and approved by the Purchasing Office.

DOCUMENTATION

All receiving documentation should be forwarded to the Purchasing Office via inter-office mail, fax, or scanned attachment to e-mail on the day the shipment is received. All original packing lists, bills of lading, and any other shipping documents must be forwarded to the Purchasing Office. Offices/Departments should not hold packing documentation until invoice is received. It is the policy of Comal County to have all vendor invoices sent directly to Accounts Payable. Accounts Payable will match packing lists with invoices for payment. All invoices are routed from Accounts Payable to the user office/department for approval. Invoices received with shipment should be forwarded with shipping documentation to the Purchasing Office to properly receive goods/services.

Any warranty information should be copied to the Purchasing Office.

THE USER OFFICE/DEPARTMENT MUST ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF DELIVERED GOODS AND FORWARD ALL DOCUMENTATION TO THE PURCHASING OFFICE IMMEDIATELY.

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CHAPTER 16: PROCUREMENT CARD PROCEDURES

PURPOSE

To establish a methodology for use and to define the limits of use of County issued credit cards provided to authorized personnel in order to make travel and training arrangements, and for the purchases of goods under the \$299.99 purchase order limit.

ATTACHMENTS

EXHIBIT D - Cardholder User Agreement

PROCEDURE

A. INTRODUCTION

A Comal County Procurement (“P”) Card, which is a MasterCard issued by JPMorgan Chase Bank is provided to assist purchasing budgeted travel and educational related items, including airfare, rental car, hotel, seminar fees, and meal expenses incurred during the exercise of your employment position in the course of Comal County business. The card may also be used for other allowable budgeted transactions under the \$299.99 purchase order limit.

Texas Local Government Code § 262 defines a person “who is authorized by the county purchasing agent to use a county purchasing card while making a county purchase is considered an assistant of the county purchasing agent to the extent the person complies with the rules and procedures prescribed for the use of county purchasing cards as adopted by the county purchasing agent under Subsection (o).” Section (o) states that “The county purchasing agent shall adopt the rules and procedures necessary to implement the agent’s duties under this section subject to approval by Commissioners Court.”

The Purchasing Office works in conjunction with the Comal County Treasurer and Auditor.

B. RECEIVING A PROCUREMENT CARD

Only Department Heads/Elected Officials may propose personnel to be issued procurement cards by sending a signed memorandum to the Purchasing Director with copy to the Comal County Treasurer. The Comal County Treasurer’s Office will issue procurement cards upon written approval of the Purchasing Director.

In the event of any emergency, the Treasurer, upon approval from the Purchasing Director, may request an increase or deletions of personnel having the use of these cards. The Purchasing Director, County Treasurer, or the Auditor may retrieve and destroy cards as required to protect the County’s interests.

The proposed cardholder and the requesting Elected Official/Department Head shall be issued a copy of this procedure and will be required to sign a Cardholder User Agreement. This agreement indicates that the cardholder and the Elected Official /Department Head understand the procedures and the responsibilities of a P-Card system cardholder.

The Treasurer shall maintain all records of procurement card requests, dollar limitations, cardholder transfers, and any lost/stolen/destroyed card information.

C. AUTHORIZED CREDIT CARD USE

1. The unique procurement card that the cardholder receives has his/her name embossed on it and shall be used ONLY by the cardholder. NO OTHER PERSON IS AUTHORIZED to use the card. The cardholder may make transactions on behalf of others in their office/department. However, the cardholder is responsible for all use of his/her card.
2. Either the Treasurer or the Auditor will report cards lost, stolen, or used without the permission of the County.
3. All purchases are contemplated to occur within the United States and not in any foreign country. This shall include items under \$299.99 procured from an internet transaction.
4. Use of the procurement card shall be limited to the following conditions:
 - a) The total value of a transaction for goods/services shall not exceed the County single purchase limit of \$299.99.
 - b) All items purchased shall be available immediately at time of procurement card use, with no backordering allowable.
 - c) Payment for a purchase must not be split into multiple transactions to stay within the single purchase limit!
 - d) Procurement card purchases for meals, travel, or hotel expenses must be within the defined rates established by the Comal County personnel handbook.
 - e) Cardholder shall inform the vendor that goods/services are on a tax-exempt status.
 - f) All shipments shall be shipped to a Comal County address. Shipments addressed to a home address is strictly prohibited and may be grounds for termination of rights as a P-card user.

D. UNAUTHORIZED PROCUREMENT CARD USE

1. The procurement card SHALL NOT BE USED for the following:
 - a) Personal purchases.
 - b) A single purchase for goods/services that exceeds the \$299.99.
 - c) Entertainment expense.
 - d) Cash advances.
 - e) Telephone calls/monthly service.

f) Elected Officials/Department Heads may enact a more restrictive policy regarding usage of cards in their respective department, provided those policies do not conflict with the policies described here.

2. A cardholder who makes unauthorized purchases, carelessly uses the P-card, or fails to turn in the appropriate documentation may be liable for the total dollar amount of such unauthorized purchases, plus any administrative fee charged by the bank in connection with the misuse. The cardholder may also be subject to disciplinary action and potential termination from his/her job.

E. MAKING A PURCHASE

Procurement procedures permit the purchase of goods/services, if their value is \$299.99 or less and is not prohibited as defined in Chapter 6, to be made from a "Vendor of Choice." This implies that comparing sources or seeking competition between vendors is not required. However, with procurement card purchases, it is also policy to seek competition when possible, utilize existing contracts, and seek the lowest prices within the parameters of quality and delivery. Accordingly, whenever making a procurement card purchase, the cardholder will check sources of supply as reasonable to the situation to assure the best price and delivery.

F. CARDHOLDER RECORD KEEPING

Whenever a P-card purchase is made over the counter, documentation shall be retained as proof of the purchase. Such documentation will be used to verify the purchases listed on the cardholder's monthly statement of account and must contain specific information of each item purchased.

When the purchase is made over the counter, the cardholder shall retain the invoice and original "customer copy" of the charge receipt. Prior to signing this slip, the cardholder is responsible for making sure that the vendor lists the quantity and fully describes the item(s) on the charge slip.

G. REVIEW OF MONTHLY STATEMENT

At the end of each billing cycle, the cardholder shall access the bank's website to retrieve his/her monthly statement of account that will list the cardholder's transaction(s) for that period.

The cardholder shall check each transaction listed against his/her purchasing log, receipts, and any shipping documents to verify the monthly statement.

The original sales documents (packing slip, invoice, cash register tape, and credit card slips, etc.) for all items listed on the monthly statement **MUST** be neatly attached to a printout of the monthly statement or expense report available on the issuing bank's website. This data attachment, along with timely review as agreed to in the Cardholder User Agreement, is critical to enable audit substantiation. **IF THIS ROUTINE IS NOT ADHERED TO, THE CREDIT CARD MAY BE REVOKED.** The careful matching of complete support documents to the log and then to the statement is vital to the successful use of this program.

After this review, the cardholder shall sign, and present the monthly statement to his/her approving supervisor for approval and signature. The cardholder shall verify that the reviewed and approved statement is forwarded to the Auditor, for incorporation with other cardholders' statements to be reconciled with a monthly summary provided by the bank.

The approving supervisor shall check the cardholder's monthly statement and confirm with the cardholder the following items at a minimum:

1. Receipts exist for each purchase.
2. The goods were received or the services were performed.
3. The cardholder has complied with applicable procedures, including this P-Card system procedure.

The approving supervisor's signature/approval of a cardholder's monthly statement indicates that the cardholder was authorized to make those purchases and those purchases were made in accordance with the applicable procedures.

The cardholder shall review the monthly statements and secure his/her approving supervisor's approval within two (2) working days of receipt. Approved monthly statements and appropriate logs and documents shall be forwarded immediately to the Auditor.

P-Card Returns — If an item is not satisfactory, received wrong, damaged and/or defective, duplicate order, etc., the cardholder should make contact with the vendor to explain the problem and inquire about return policies.

If the cardholder is disputing a charge, he/she shall provide a complete description of why the charge is being disputed with a copy of dates & times of communications with vendor or credit card company and include it with the statement package to the Treasurer.

1. If an item has been returned and a credit voucher received, the cardholder shall verify that this credit is reflected on the monthly statement.
2. If purchased items or credits are not listed on the monthly statement, the appropriate transaction documentation shall be RETAINED by the cardholder until the next monthly statement. If the purchase or credit does not appear on the statement within 60 days after the date of purchase, the cardholder or approving supervisor shall notify the Auditor.

If items purchased by the use of the P-card are found to be unacceptable, the cardholder is responsible for obtaining replacement or correction of the item as soon as possible. If the vendor has not replaced or corrected the item by the date the cardholder receives his/her monthly statement, then the purchase of that item will be considered in dispute.

H. MONTHLY SUMMARIES

Monthly Account Summaries are available by logging into the issuing bank's website. Login information will be provided to you by the Comal County Treasurer. Cardholders shall reconcile in accords with the Comal County Cardholder User Agreement.

More than two (2) reminders to a cardholder that an approved monthly statement is delinquent will be grounds for withdrawing the credit card from that user.

I. CARD SECURITY

It is the cardholder's responsibility to safeguard the credit card and account number to the same degree that a cardholder safeguards his/her personal credit information.

The cardholder must not allow anyone to use his/her account number. A violation of this trust will result in that cardholder having his/her card withdrawn and may result in disciplinary action.

If the card is lost or stolen, the cardholder shall immediately notify the Comal County Treasurer and Purchasing Director.

J. CARDHOLDER SEPARATION

Prior to separation from the County, the cardholder shall surrender the credit card along with any receipts since the previous month's reconciliation to his/her Department Head. Upon receipt, the Department Head will review, approve, and forward all receipts and the P-card to the Treasurer.

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CHAPTER 17: COMAL COUNTY HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

The Comal County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic, and gender neutral means. It is the policy of Comal County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

II. DEFINITIONS

Historically Underutilized Businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned, and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Comal County.

Businesses include firms, corporations, sole proprietorships, vendors, supplier's contractors, subcontractors, professionals and other similar references when referring to a business that provides goods/ services regardless of the commodity category.

Statutory bid limit refers to the Texas Local Government Code provisions that require competitive bidding for many items valued at greater than \$50,000.

III. POLICY GUIDELINES

- A. Comal County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services shall not discriminate on the basis of race, color creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- B. Comal County will use and recognize the State of Texas Historically Underutilized Business certification process in conjunction with the implementation of this policy. The County may recognize other agencies certifications processes recognized by the State of Texas. Comal County reserves the right to review the certification status of any vendor applying to do business with the County. The review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
 1. Target goals should consider:
 - a. The availability of HUB firms within the specific category of goods/services to be procured; and
 - b. The diversity of the County's population.
 2. The goals should be reviewed and amended periodically.
 3. The program may apply to all County procurements including construction and professional services.
 4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
 5. Commissioners Court will use good faith efforts to meet the goals of this policy.

- D. Comal County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
 - 1. Utilizing the State of Texas Historically Underutilized Business vendor database.
 - 2. Advertising bids on the County's website and in the local newspaper.
 - 3. Providing bid notice to minority Chambers of Commerce within Comal County, if applicable.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Purchasing Office will actively search the State Comptroller's HUB vendor list in the quotation process for purchases under the statutory bid limit.
- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

- A. The Purchasing Office shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Director shall serve as the County HUB Officer.
 - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department heads and elected officials regarding procurement opportunities.
 - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
 - 3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.

4. Any complaints and/or recommendations regarding the implementation of this policy will be received and reviewed by the HUB Officer. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentations of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.

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COMAL COUNTY

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Comal County's bid process. The Purchasing Office will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The County recognizes the certifications of the Texas Comptroller of Public Accounts Historically Underutilized Business Program. All companies seeking information concerning DBE certification are urged to contact The Texas Comptroller of Public Accounts at 800-531-5441, extension 3-6958 or 512-463-6958.

If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE _____ FAX _____

E-MAIL _____

Indicate all that apply:

_____ Minority-Owned Business Enterprise

_____ Women-Owned Business Enterprise

_____ Disadvantaged Business Enterprise

CHAPTER 18: DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

From time to time a County office/department may have property that is no longer needed for use, but may have some value. This property is known as salvage or surplus property. To prevent unnecessary purchases, the Purchasing Director may transfer county supplies, materials, and equipment from a subdivision, department, officer, or employee of the County that are not needed or used to another subdivision, department, officer, or employee requiring the supplies or materials or the use of the equipment.

In the event the salvage or surplus property is no longer needed, the County may dispose of property by:

- 1) Periodically selling salvage or surplus property by competitive bid or auction;
- 2) Offering the property as a trade-in for new property of the same general type;
- 3) Donating to a civic or charitable organization located in the county if the donation serves a public purpose, and the organization will provide the County adequate consideration, such as relieving the County of transportation or disposal expenses related to the property.

PROCEDURES

1. An Asset Transfer Form shall be completed and submitted to the Purchasing Office by the office/department responsible for the property. The Purchasing Office will determine if the property should be transferred or auctioned and the asset will be scheduled for disposition.
2. The Purchasing Office will submit assets scheduled for auction to Commissioners Court for approval. The Purchasing Office will schedule legal notices, auction dates and times, and work with the user offices/departments to dispose of property by:
 - Providing Equipment Inspection Forms for the office/department to supply the condition of the property.
 - Assigning unique auction asset ID numbers, taking photos, and posting to the County's online auction site.
 - Scheduling removal of auction items.

EXHIBIT A: DEFINITIONS OF TERMS

Addendum – A document used to change the terms and/or conditions of a solicitation.

Advertisement or Advertise – A public legal notice put in a newspaper of general circulation containing information about an Invitation for Bid or a Request for Proposal.

Annual Term Contract – A recurring contract for goods/services, usually in effect for a 12-month period.

Auditor – Comal County Auditor and the designated representatives.

Bidder's List – A computerized database of vendors who have signified in writing an interest in submitting bids for particular categories of goods and services.

BONDS

Bid Bond – A guarantee that promises the bid will not be withdrawn prior to contract award. Normally it is five percent (5%) of the highest amount bid and is in the form of a financial guarantee provided by a surety; however, it can be cashiers or certified check. Bonds of unsuccessful bids are returned after award. Bond of successful bidder is retained until the contract is executed and any necessary payment/performance bonds are submitted and accepted. If the successful bidder refuses to execute the contract or submit proper payment and performance bonds, then the bid bond is “called” for the difference between their bid and that of the next low responsive responsible bidder, up to the penal amount of 5% of the bond.

Payment Bond – A guarantee that promises payment to subcontractors and suppliers on a contract during performance. It must be submitted prior to any work. It is normally one hundred percent (100%) of the contract price and is in the form of a financial guarantee provided by a surety, but can be cashiers or certified check. It is normally maintained until expiration of any required warranty. If the contractor fails to pay subcontractors and suppliers, then the payment bond is “called” for the amount of non-payment.

Performance Bond – A guarantee that promises that the contract will be performed as required. It must be submitted prior to any work. Normally it is one hundred percent (100%) of the contract price and is in the form of a financial guarantee provided by a surety, but can be cashiers or certified check. It is normally maintained until expiration of any required warranty. If the contractor fails to perform and complete the contract as required, then the performance bond is “called” for the amount required to complete the contract. A surety that provides a bond may be permitted to “take over” a failed or defaulted contract.

Change Order – A document used in contracts that changes the contract by increasing or decreasing the cost or time for performance, or changes the goods/services to be delivered.

Commissioners Court – Comal County Commissioners Court.

Competitive Bidding – Letting available vendors compete with each other to provide goods/services in compliance with Texas Local Government Code, Chapter 262 & 271 and the Texas Government Code, Chapters 2151, 2152, 2155, 2156, 2157, 2158, 2251, 2254, and 2267.

Competitive Proposal Process – Letting available vendors compete with each other to provide goods/services in compliance with Texas Local Government Code, Chapter 262 & 271 and the Texas Government Code, Chapters 2151, 2152, 2155, 2156, 2157, 2158, 2251, 2254, and 2267.

Component Purchases – Purchasing a series of component parts of goods that normally would have been purchased as a whole.

Contract – A formal, written agreement executed by the County and a vendor, containing the terms and conditions under which goods/services are to be furnished to the County. A contract, when properly signed by the authorized County representatives, is a commitment of County funds.

County – Comal County, Texas.

County Clerk – Comal County Clerk or the designated representatives.

Criminal District Attorney's Office – Legal Counsel for Comal County.

Department – All County and precinct offices and subdivisions of them, as well as district offices and subdivisions when the purchase is even partially funded by County money.

Designee – Individual Purchasing Office employee given the authority as an additional agent to the Purchasing Director to perform County business.

Disadvantaged Business Enterprise (DBE) – A business in which at least 51% ownership is represented by one or more persons who have been historically underutilized (socially disadvantaged) because of their identification as being African American, Hispanic American, Asian-Pacific American, Native American, or Women.

Emergency Purchase – A purchase that is needed because of an emergency condition as described in Texas Local Government Code § 262.024(a)(1).

Employee – Any County or precinct or elected official, appointed official, or employee and any district elected official, appointed official or employee when the purchase will be partially funded with County money.

Formal Competitive Bidding – The bidding process in compliance with Texas Local Government Code § 262.023, which requires approval by the Commissioners Court.

Goods – Includes any personal property to be purchased by the County, including equipment, supplies, material, and component or repair parts.

Invitation for Bid (ITB) – Specifications and formal bidding documents requesting pricing for a specified good/service that has been advertised for bid in a newspaper.

Lease – A contract for the use of personal property for a period of time for a specified compensation.

Lowest Responsible Bid – The offer from the responsible bidder who submits the lowest and best bid meeting all requirements of the specifications, terms, and conditions of the invitation for bid. It expressly is understood that the lowest responsible bid includes any related costs to the County in a total cost concept. The term “responsible” refers to the financial and practical ability of the bidder to perform the contract, and takes into consideration the past performance of the vendor.

Mikrofax – Online requisitioning software.

Modification – A document used to change the terms/conditions of a contract.

Official – Any elected or appointed official and any person authorized to act on their behalf.

Offeror - A respondent to an ITB or RFP.

Pre-Bid/Proposal Conference – A conference conducted by the Purchasing Office for the benefit of those wishing to submit a bid or proposal for services/supplies required by the County. This is held in order to allow bidders/proposers to ask questions about the proposed contract and particularly the contract specifications.

Professional Services Procurement Act – There are three (3) kinds of professional services specified and allowable in this act:

1. Professional services specified in the Professional Services Procurement Act which require an individual with specified skills.
2. Professional services not specified in the Professional Services Procurement Act. These services include a wide variety of individuals with specialized skills. The Purchasing Director must rely on the Attorney General opinions and specific court cases.
3. Attorneys that are approved by the Comal County Criminal District Attorney’s Office.

Prompt Payment Act – Texas Government Code Chapter 2251 mandates that all cities and counties must pay for all services, supplies, materials, or equipment no later than the thirtieth (30th) calendar day after the day on which the political subdivision received the invoice for completed work or merchandise received.

Proprietary Information – Information in bids or proposals to which the vendor claims ownership or exclusive rights and which is protected from disclosure under the Texas Public Information Act (Texas Local Government Code, Chapter 551).

Purchase Order – An order by the Purchasing Office for the purchase of goods/services written on the Comal County standard Purchase Order form and, when accepted by the vendor without qualifications within the specified time limit, becomes a contract. It is the vendor’s authority to deliver and invoice for goods/services specified, and the County’s commitment to accept the goods/services for an agreed upon price.

Purchase Requisition – A request by a department to the Purchasing Office that authorizes Purchasing to enter into a contract with a vendor to purchase goods/services and charge the expenditure to the appropriate department budget. This automated form is for internal use and cannot be used by a department to order material directly from a vendor.

Purchasing – The act, function, and responsibility for the acquisition of goods/services, including construction and professional services.

Purchasing Act – Chapter 262, Subchapter C of the Texas Local Government Code that governs the conduct of purchasing activity for counties.

Purchasing Agent – Authorized agent to contract for goods/services on behalf of the County. The Purchasing Director of Comal County is the authorized Purchasing Agent and reports to the Purchasing Board.

Purchasing Board – The judges of the district courts in the county and the county judge are responsible for appointing the Purchasing Director and approving the department’s budget.

Purchasing Office – Comal County Purchasing Office, including the Purchasing Director, buyers, and support staff.

Request for Services or RFS – A document that requests information about qualifications and details of service to be provided, and costs for services that the Commissioners Court orders exempt in compliance with Texas Local Government Code, § 262.024(a)(4).

Request for Proposal or RFP – A document requesting an offer be made by a vendor, which allows for negotiation after a proposal has been received, but before award of the contract for goods/services procured in compliance with Texas Local Government Code, § 262.0295 or 262.030.

Request for Qualifications or RFQ – A document that requests details about the qualifications of professionals whose services must be obtained in compliance with the Professional Services Procurement Act.

Salvage Property – personal property, other than items routinely discarded as waste that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

Sealed Bids – Competitive bids required to be advertised in a newspaper and submitted to the Purchasing Office in a sealed envelope.

Separate Purchases – Purchases made in a series of separate purchases of goods/services that, in normal purchasing practices, would have been made in one purchase.

Sequential Purchases – Purchases made over a period of time that, in normal purchasing practices, would be made as one purchase.

Services – Includes all work or labor performed for the County on an independent contractor basis, including maintenance, construction, manual, clerical, personal, or professional services.

Sole Source Good or Service – A good or service that can be obtained from only one source that is purchased in compliance with Texas Local Government Code, § 262.024(a)(7).

Solicitation – A document—such as an invitation to bid, request for proposal, request for offers, or request for qualifications—issued by the Purchasing Office. This document contains terms and conditions for a contract, and it seeks (solicits) a bid or proposal for goods/services needed by the County.

Specifications – A concise description of a good or service that an entity seeks to buy and the requirements the vendor must meet in order to be considered for the award. A specification may include requirements for testing, inspection, preparing an item for delivery, and preparation or installation for it to be used. The specification is the total description of the item to be purchased.

Surplus Property – personal property that is not salvage property or an item not routinely discarded as waste, is not currently needed or required for foreseeable needs, and possesses some usefulness for the purpose for which it was intended.

User Department – The department from whose budget line item the contract will be paid.

Vendor – One who sells something; a “seller.”

EXHIBIT B:

PROCUREMENT METHODS QUICK REFERENCE GUIDE

Procurement Method	Use When	Advantages	Disadvantages
<p>Competitive Bids</p> <p>(Invitation for Bids)</p>	<p>Adequate competition exists.</p> <p>The product or service is available from more than one source.</p>	<p>Award process is simpler.</p> <p>Award is made to the lowest responsive, responsible bidder providing the best value to the County.</p>	<p>Defined specifications may be difficult to develop.</p> <p>Does not encourage innovative solutions.</p>
<p>Competitive Proposals</p> <p>(Request for Proposals)</p>	<p>When factors other than price are evaluated.</p> <p>When negotiations are desired.</p> <p>Vendor is expected to provide innovative ideas.</p>	<p>Allows factors other than price to be considered.</p> <p>Allows for customized proposals suggesting different approaches to the same business need.</p> <p>Allows for negotiations in order to obtain the best value for the County.</p>	<p>RFPs can be used for high technology goods and services, landscape maintenance, travel management and recycling, and other determined items when it is determined to be in the best interest of the county.</p> <p>Lead times for procurement may be greater.</p> <p>Evaluations are more complex and subjective.</p>

Procurement Method	Use When	Advantages	Disadvantages
Request for Information	There is insufficient information to write specifications for any procurement method.	<p>Provides information to prepare a complete bid or proposal document.</p> <p>Allows the business community to have input into the solicitation document based on current industry practices and market factors.</p> <p>Informs County of any potential problems early in the procurement.</p>	Lengthens the procurement process.
Request for Qualification/Services [This method is required by statute (e.g. Professional Services)]	Selection is made solely on the skills and qualifications of the professional. For Architect/Engineers, price is not a factor until after a qualified vendor is selected.	Emphasizes the competency of the proposed professional contractors	Contractor is tentatively selected before price is negotiated.

Exhibit C: User Do's & Don'ts

Coordination among many County departments and offices is necessary for the process to work smoothly. To avoid delays and comply with County policy and state law, user departments should remember the following:

- **Do not authorize the purchase of any goods/services.**
- **Do not purchase any goods/services for your own personal benefit.**
- **Do not obligate the purchase of goods that are delivered for use on a trial basis.**
- **Do not commit to acquire goods/services without an authorized purchase order.** Anyone obligating an expenditure of funds for goods/services before securing a purchase order may be held personally responsible for the payment, and may face criminal charges.
- **Adhere to the County Purchasing Code of Ethics and avoid activities and behaviors that are unethical or create a conflict of interest or the perception of a conflict of interest.** Examples of activities that are inappropriate include:
 - soliciting or accepting gratuities from present or potential contractors which might influence or appear to influence a purchasing decision;
 - failing to disclose in writing to the Purchasing Director a conflict of interest and not removing yourself from the procurement process when there is a conflict; and
 - disclosing confidential proprietary information from solicitations to other vendors or using the information for personal gain.
- **Do not use purchasing strategies that violate the law to avoid competition.** Strategies that are prohibited by law include:
 - purchasing a series of component parts that would normally be purchased as a whole (component purchases);
 - purchasing items in a series of separate purchases that normally would be purchased as a single purchase (separate purchases); and
 - purchasing items over a period of time, that normally would be done as one purchase (sequential purchases).

A county officer or employee who intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Texas Local Government Code, § 262.023, is committing a Class B misdemeanor according to Texas Local Government Code, § 262.034(a).

- **Do not violate or authorize the violation of the Purchasing Act.** Any person who knowingly violates or authorizes the violation of the Purchasing Act and any county or precinct person who fails to use the Purchasing Policy for purchases, including a director or employee of the County or of a department of the County commits a criminal offense which is a Class B misdemeanor.
- **Ensure funding is available before submitting a requisition.** The law does not allow expenditures that exceed budgets. Purchasing does not process requisitions for which there is not adequate funding.
- **Plan purchases to minimize the use of emergency and expedited purchases.** Rush purchases are generally more expensive and they delay other requisitions already in the system. Vendors may attempt to charge premium prices for goods/services when there is insufficient time allowed to explore alternative sources or options.
- **Plan purchases to allow sufficient time to process purchase requests.** The Purchasing Office is committed to processing all requisitions within a reasonable amount of time. In general, departments should allow 1-2 weeks for all non-contract purchases under \$50,000 to be processed and 6–8 weeks on all purchases requested over \$50,000 that are not covered by an existing contract. Contract requisitions are generally processed within one day of receipt.
- **Ensure that purchasing policies and procedures are understood before ordering.** Departments must assure that all employees responsible for making department purchase requests (“purchasing liaisons”) have read and understand the purchasing procedures in this manual. Departments should also ensure that liaisons attend any training provided by the Purchasing Office.
- **Coordinate with Purchasing on receipt of goods and services.** Since the County does not have centralized receiving, the Purchasing Office may opt to have goods delivered to the ordering department. Each department will be responsible for receiving goods and/or services delivered directly to your department. Departments should inform their buyer to make the Purchasing Office aware of vendor performance issues such as shortages, late delivery, or damaged merchandise. The assigned buyer will coordinate contact with vendor for problems with orders. If the item received is a fixed asset that must be tagged, tracked and reported, departments should notify the Purchasing Office upon receipt to coordinate tagging.

ACKNOWLEDGEMENT

COMAL COUNTY PURCHASING POLICY

I hereby acknowledge receipt of the Comal County Purchasing Manual approved in Commissioners Court October 18, 2012 and agree to abide by the terms & conditions therein.

Employee Signature

Date

DRAFT

**FY 2016 - 2017 REGIONAL SOLID WASTE GRANT
PASS-THROUGH GRANT RECIPIENT
COMPLIANCE TOOLS FOR APPLICABLE
STATUTES AND REGULATIONS
Attachment J**

The attached links will be of assistance in ensuring compliance with the TCEQ rules and regulations.

With each funded project, it is the responsibility of the funded entity to identify the TCEQ rules and regulations which may apply to the activity funded. All funded entities must comply with all applicable rules and regulations, even if the local government is exempt from notifying the TCEQ of the funded activity, e.g., local government recycling initiatives. The below links will be of assistance in ensuring compliance with the TCEQ rules and regulations.

For information on Regulations, Resources, and Guidance on Recycling Electronic Equipment, go to:

<http://www.tceq.texas.gov/assistance/industry/e-recycling/e-recycling-regs.html>.

For information on E-Recycling/Recycling Compliance Resources, go to:

<http://www.tceq.texas.gov/assistance/industry/e-recycling/recycling-compliance>.

To view our Compliance Overview Tools, go to: <http://www.tceq.texas.gov/assistance/industry/e-recycling/recycling-compliance#tools>. This is where you can find the E-recycling/Recycling Facility Compliance Checklist. Use the E-recycling/Recycling Facility Compliance Checklist to evaluate whether the recycling facility you intend to send recyclables to is an authorized facility. This will be a helpful tool to screen solid waste/recycling service providers that you may contract with, and prior to placing them on your lists of solid waste/recycling service providers, and/or placing links on your website to their website and information.

To see what authorizations a facility may have please check central registry at: http://www.tceq.texas.gov/permitting/central_registry.

If a COG or local government is unsure what regulations apply or have questions about authorizations listed in TCEQ's Central Registry, please call the TCEQ's Small Business and Local Government Assistance Section toll free at 1-800-447-2827. More information on this program is available at: <http://www.tceq.texas.gov/assistance>.

The table presented on the next page, *MSW Facility Funding Eligibility Table*, is a useful tool to help identify those rules which may be applicable for certain funded activities. Please note this table does not supersede the contract, nor does it take the place of the TCEQ rules and regulations, and all rule references should be verified personally..

MUNICIPAL SOLID WASTE FACILITY FUNDING ELIGIBILITY TABLE

July 1, 2011

This table is provided for guidance only and does not replace nor supersede State Rules and Regulations. It is incumbent on each individual referencing this document to verify all information provided. TCEQ Form 10400, Core Data Form, must be submitted to accompany each identified form. Financial Assurance (30 TAC 37) is required for Recycling Centers, Used Oil Recycling, Scrap Tire Facilities, and facilities storing combustible materials.

Asterisk (*) indicates funding may be considered on a case by case basis, but the TCEQ must approve the application prior to submittal.

ACTIVITY	NOTIFICATION REQUIRED	REGISTRATION REQUIRED	PERMIT REQUIRED *
<p>Municipal Solid Waste (MSW) Transfer Station</p> <p>Send in: TCEQ Form No. 20370, Notice of Intent to Operate a Low Volume Transfer Station</p>	<p>30 TAC 330.11(g) Transfer Station (TS): MSW Type V Facility:</p> <p>A facility used for transferring solid waste from collection vehicles to long haul vehicles (one transportation unit to another transportation unit). It is not storage facility such as one where individual residents can dispose of their wastes in bulk storage containers that are serviced by collection vehicles.</p> <p>TS must notify if it provide service for:</p> <ul style="list-style-type: none"> * Operator owns/controls facility * Meet all applicable county ordinances * Operator must perform public notice * Transfer waste off-site at least weekly * Located outside an Extra-territorial Jurisdiction area * Stores ≤ cubic yards 	<p>30 TAC 330.9(b)(1), (2), (3), and/or (f):</p> <p>A TS may get a Registration if:</p> <ul style="list-style-type: none"> * Municipality w/population < 50,000 * County w/population < 85,000 * TS transfers ≤ 125 tons/day * Located w/ in permitted landfill facility * Recovers ≥ 10% of waste stream for beneficial reuse** <p>**curb-side source separated recycling programs within the collection area may be counted towards the 10% recovered</p>	<p>30 TAC 330.7 (a) Transfer Station:</p> <p>TS is permitted when none of the registration exemptions applies, i.e. the service is for:</p> <ul style="list-style-type: none"> * Municipality w/ population greater than 50,000 * County w/ population more that 85,000 * TS transfers > 125 tons/day * TS recovers < 10% of waste stream for beneficial reuse

ACTIVITY	NOTIFICATION REQUIRED	REGISTRATION REQUIRED	PERMIT REQUIRED *
<p>Citizens' Collection Station</p> <p>Send in: TCEQ Form 10400 Core Data Form w/ letter of notice & Form 20429</p>	<p>30 TAC 330.00(e)(1) Citizens' Collection Station (CCS):</p> <p>MSW Type V Facility: A facility established for the convenience and exclusive use of residents (not commercial or industrial users or collection vehicles), except that in small communities where regular collections are not available, small quantities of commercial waste may be deposited by the generator of the waste. The facility may consist of one or more storage containers, bins, or trailers.</p>	<p>Any activity above and beyond those approved for CCSs will need to be reviewed against the appropriate Texas Administrative Code (TAC) and the facility owner/operator may be required to submit appropriate application information for a MSW Registration or MSW Permit based upon the activity.</p>	<p>As applicable</p>
ACTIVITY	NOTIFICATION REQUIRED	REGISTRATION REQUIRED	PERMIT REQUIRED *
<p>Recycling Facility (RF)</p> <p>Send in: TCEQ Form No. 20049, Notice of Intent to Operate a Recycling Facility</p>	<p>30 TAC 330.11(e)(e): Recycling Facility: A collection and processing point for only nonputrescible (waste which will not decompose and create odors or gases, or attract disease carrying vectors. Includes garbage, wastewater sludge, and grease trap waste) source-separated recyclable material, provided that the facility is in compliance with 328.3 – 328.5.</p> <p>* 328.3 - General Requirements</p> <p>*328.4 - Limitations on Storage</p> <p>*328.5 - Reporting & Record Keeping Requirements Local governments, agencies of the State or Federal government are exempt from the notification requirement.</p>	<p>* In accordance with 30 TAC 328.(4)(c) A RF that fails to comply with the requirements of 30 TAC Chapter 328 shall be required, if the executive director so requests in writing, to obtain a Registration as a MSW Facility under the provisions of the MSW Rules (30 TAC Chapter 330) or Composting Rules (30 TAC Chapter 332).</p> <p>* A RF which takes on the activities of a TS must satisfy the notification, registration, or permitting requirements noted previously for Transfer Stations</p>	<p>In accordance with 30 TAC 328.(4)(c) A recycling facility that fails to comply with the requirements of 30 TAC Chapter 328 shall be required, if the executive director so requests in writing, to obtain a permit as a MSW Facility under the provisions of the MSW Rules (30 TAC Chapter 330) or Composting Rules (30 TAC Chapter 332).</p>

ACTIVITY	NOTIFICATION REQUIRED	REGISTRATION REQUIRED	PERMIT REQUIRED *
<p>Composting Facility Send in: TCEQ Form No. 0651, Notice to Operate a Compost Facility</p>	<p>30 TAC 332: Composting Facility (CF): A facility for processing the stabilized product of decomposition which is used or sold for use as a soil amendment, artificial top soil, growing medium amendment, or other similar uses. Operations Requiring a Notification (30 TAC 332.21 – 332.23): * Feed stock that includes any source-separated meat, fish, dead animal carcasses, oils, greases, or dairy materials; and, * Operations which incorporate the above with source-separated yard trimmings, clean wood material, vegetative material, paper, or manure.</p>	<p>A CF which takes on putrescible waste streams will be required to submit for appropriate Registration if: (30 TAC 332.31 – 330.38) * Feed stock includes municipal sewage sludge; * Feed stock includes positively-sorted organic materials from the MSW stream; * Feed stock includes source-separated organic materials not exempted by 30 TAC 332.3(d); * Feed stock includes disposable diapers or paper products soiled by human excreta; * Feed stock includes paper production sludge byproduct at TCEQ ED discretion; * Feed stock includes any of the above with source-separated yard trimmings, clean wood material, vegetative material, paper, manure, meat, fish, dairy, oil, grease materials, or dead animal carcasses.</p>	<p>A CF which takes on putrescible waste streams will be required to submit for an appropriate MSW Permit if: (30 TAC 332.41 – 332.47) * Composting mixed MSW; * Use of mixed MSW as compost feedstock; * Commercially composting grease trap waste; or, * Composting any amount of grease trap waste.</p>

ACTIVITY	NOTIFICATION REQUIRED	REGISTRATION REQUIRED	PERMIT REQUIRED *
<p>Liquid Waste Transfer Facility Send in: TCEQ Form No. 10426, Notice of Intent to Operate a Liquid Waste Transfer Station</p>	<p>30 TAC 330.11(e)(4): (only 6 grandfathered facilities exist in Texas) MSW Type V Facility: A liquid waste transfer station designed and operated in accordance with 30 TAC 330 MSW Rules, Subchapter E (330.201 – 330.249), which was in existence prior to March 27, 2006. Liquid Waste (LW): Any waste material that is determined to contain “free liquids” as defined by US EPA Method 9095 (paint filter test), as described in Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods” (EPA Publication No. SW-846). * < 32,000 gallons/day at a fixed site * < 30 days onsite</p>	<p>30 TAC 330.9(g) and (o): Liquid Waste Transfer Station: A new MSW Type V Facility which processes only grease trap waste, grit trap waste, or septage or a combination of these three liquids. * Facility must attain a 10% recovery of material for beneficial use from the incoming waste stream. * < 32,000 gallons/day at a fixed site (After March 26, 2006) * < 30 days onsite (After March 26, 2006)</p>	<p>30 TAC 330.7 (a): Liquid Waste Transfer Station: MSW Type V Facility which fails to realize 10% recovery of material for beneficial use from the incoming waste stream, and/or which receives > 32,000 gallons per day.</p>
ACTIVITY	NOTIFICATION REQUIRED	REGISTRATION REQUIRED	PERMIT REQUIRED *
<p>Liquid Waste Temporary Storage Facility Send in: TCEQ Form 10400 Core Data Form w/ letter of notice</p>	<p>30 TAC 330.11 (3) (5): MSW Type V Facility: A temporary storage facility regulated under 30 TAC 312.147 (relating to temporary storage) used for temporarily storing/accumulating liquid waste prior to transport for processing by service vehicles. * < 8,000 gallons for < 4 days stored in mobile containers.</p>	<p>N/A</p>	<p>N/A</p>

ACTIVITY	NOTIFICATION REQUIRED	REGISTRATION REQUIRED	PERMIT REQUIRED *
<p>Used Oil Collection Call in: TCEQ IHW/MSW registration & Reporting Section 512-239-6413</p>	<p>30 TAC 324.7 (1) or (3) & 40 CFR Part 279.64 Any of the aforementioned facilities which provide used oil collection services must notify the TCEQ by calling the Registration & Reporting Section at 512-239-6413. Please refer to the State of Texas Used Oil Standards (30 TAC 324) and/or The Used Oil Recycling Handbook: Guidance for Used Oil Handlers, Rev 11/05 (TCEQ Regulatory Guidance 325) for more information.</p>	<p>As applicable. <i>Do-it-yourselfer used oil collection center means any site or facility that accepts/aggregates and stores used oil collected only from household do-it-yourselfers.</i> <i>Used oil collection center means any site or facility that is registered/licensed/permitted/reco gnized by a state/county/municipal government to manage used oil and accepts/aggregates and stores used oil collected from used oil generators regulated under subpart C of this part who bring used oil to the collection center in shipments of no more than 55 gallons under the provisions of §279.24. Used oil collection centers may also accept used oil from household do-it-yourselfers.</i></p>	<p>As applicable</p>

For additional information concerning activity classification of proposed applications and/or funding eligibility, please contact the Regional Solid Waste Grants Program at: TCEQ, RSWG P (MC-126), P.O. Box 13087, Austin, Texas, 78711-3087, or call (512) 239-2335. If a contact is uncertain of the type of facility they actually are, then please direct them to the Municipal Solid Waste Permits Section at: TCEQ, MSW Permits (MC-124), P.O. Box 13087, Austin, Texas, 78711-3087, call (512) 239-2334, or E-mail the MSW Permits Section at MSWPER@tceq.state.tx.us. For more information on the TCEQ's MSW Permits Program and/or to download electronic copy of the forms referenced in this table, please visit http://www.tceq.state.tx.us/permitting/waste_permits/msw_permits/msw.html. Contacts may also visit one of TCEQ's 16 Regional Offices in their area of the State. A list of TCEQ Field Office locations, points of contact, and addresses is located at: http://www.tceq.state.tx.us/comm_exec/forms_pubs/pubs/qi/qi-002.html