



2016-350
Request for Proposals
Local Hazard Mitigation Plan

Proposal Due Date: 2:00 P.M., October 19, 2016

General Information

Comal County is requesting proposals from qualified consulting Offerors that have experience in development, preparation, and finalizing its local mitigation plan.

A Hazard Mitigation Plan (HMP) is created to protect the health, safety, and economic interests of residents by reducing the impacts of natural hazards through mitigation planning, awareness, and implementation of mitigation alternatives. Hazard mitigation is any action taken to permanently eliminate or reduce the long-term risk to human life and property from natural hazards. It is an essential element of emergency management along with preparedness, response, and recovery.

The 2010 U. S. Census Bureau record of the population for County of Comal was 108,472. The current estimated population is in excess of 130,000. County of Comal is an approximately 575 square mile jurisdiction, with the following incorporated cities, City of New Braunfels, City of Bulverde, City of Garden Ridge, City of Schertz, City of Selma, City of Spring Branch, City of Fair Oaks Ranch and several other small communities. Comal County is adjacent to Bexar County and the City of San Antonio, Hays County and the City of San Marcos, Guadalupe County and the City of Seguin. We are in part of the Texas Hill Country.

Scope of Work

1. The selected consultant will provide services to complete the following services:
 - A. Organize and lead the mitigation planning team.
 - B. Comprehensive review of all existing documents related to HMP.
 - C. Facilitate and document input from the public, neighboring communities, and local and elected officials, agencies and other organizations.
 - D. Research, develop and write the mitigation plan.
 - i. Draft all applicable annexes and appendices.
 - E. Work with the County's GIS department to develop the maps needed to accompany the plan.
 - F. The consultant will develop and maintain a project timeline, and provide monthly progress reports to the County Emergency Management Coordinator.
 - G. Facilitate up to three meetings with County staff, external stakeholders, and response partners to include:
 - i. Public Meeting-Presentation of community-wide hazards, vulnerabilities, and consequences (Damage Estimates)
 - ii. Core Planning Team - Discussion of types and priority of mitigation efforts.
 - iii. Core Planning Team - Presentation of the Draft Plan
 - iv. Provide hourly fees for additional meetings, if required.

H. The plan shall be developed in accordance with the following guidance:

- i. FEMA'S Local Multi-Hazard Mitigation Planning Guidance
- ii. FEMA's Using Benefit-Cost Review in Mitigation Planning: State and Local Mitigation Planning
- iii. Any additional State or Federal laws, standards, or requirements not specifically listed herein.

I. The plan must include:

- i. Documentation of the planning process used to develop the plan, including how it was prepared, who was involved in the process and how the public was involved.
- ii. A risk assessment which provides the factual basis for activities proposed in the strategy to reduce loss from identified hazards. The plan must assess risk for the County as a whole and the risks faced by the individual cities, which are participating in the plan.
- iii. The Risk assessment must include:
 - a. A description of the type, location and extent of all natural hazards that can affect Comal County and the cities within Comal County.
 - b. Historical information on previous occurrences of hazard events and the probability of future hazard events.
 - c. A description Comal County's vulnerability to the hazards. This should include an overall summary of each hazard and its impact on the individual cities within Comal County. The assessment must also address National Flood Insurance Program insured structures that have been repetitively damaged by floods.
- iv. The plan shall describe vulnerability in terms of:
 - a. The types and numbers of existing and future buildings, infrastructure and critical facilities located in the identified hazard areas.
 - b. An estimate of the potential dollar losses to vulnerable structures and a description of the methodology used to prepare the estimate.
 - c. Provide a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.
- v. A mitigation strategy that provides the blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools.
- vi. The mitigation strategy must include:
 - i. A description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.
 - ii. A discussion of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.
 - iii. An action plan describing how the identified actions will be prioritized implemented and administered by the County and the individual jurisdictions. Prioritization shall include a special emphasis on the extent

to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.

- vii. The plan must include a plan maintenance process which provides:
 - a. A description of the method and schedule for monitoring, evaluating and updating the mitigation plan within a five-year cycle.
 - b. A description of how local jurisdictions can incorporate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate
 - c. A discussion on how the community will continue public participation in the plan maintenance process.
- viii. The plan must include documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval of the plan (County Commissioners, City Council, or other local jurisdiction governing boards.)
- J. Review the draft document with designated County staff and Texas Emergency Management Agency staff for compliance with applicable state and federal laws, regulations, and standards and correct any deficiencies.
- K. Complete all revisions of first draft as necessary.
- L. Review revised draft with designated County staff, external stakeholders and response partners and finalize plan as revised.
- M. The Offeror must complete the FEMA Plan Review Tool.
- N. The vendor will facilitate the submittal of the plan to Texas State Hazard Mitigation Officer for initial review and coordination.
- O. The vendor must make any changes to the plan as specified in the Texas HMO and FEMA review Processes.
- P. Final revised plan shall be written to a standard which will be capable of being approved by the Federal Emergency Management Agency when submitted by Comal County.
- Q. Final revised plan shall be compliant with 44 CFR 201.6 (Local Mitigation Plans) and CPG 101.
- R. The final revised plan shall be provided to County Emergency Management Staff as one (1) electronic, editable copy in Microsoft Word format (version to be approved by County) and five (5) hard copies no later than the last day of the Project Schedule deadline.
- S. The vendor will prepare the plan for adoption by Comal County and the cities within Comal County.
- T. The mitigation plan will include all required elements, as defined in the FEMA Local Mitigation Plan Review Guide. The plan will meet or exceed the Final rule for local mitigation planning found in 44 CFR, Section 201.6, in order to be approved by FEMA. In addition, the natural hazards assessed in the plan will coordinate with the current FEMA - approved State of Texas hazard Mitigation Plan and will adequately address all natural hazards with any probability of occurrence in the County. The County's floodplain administrator, emergency management coordinator, county engineer, GIS administrator, and others as needed will serve as points of contact and local subject matter experts for the consultant.
- U. Plan Adoption:
 - i. Offeror shall continue to work with the communities through the final

- adoption and approval phases by local and state government, and FEMA.
- ii. The plan will be submitted for State review, and recommendation prior to adoption.
- iii. Upon recommendation from TDEM, the County and participating municipalities will adopt the plan.
- iv. The adopted plan will be submitted for FEMA review and approval

Project Schedule

The selected Offeror shall:

1. Provide a draft report for public comment 120 days after award of contract.
2. Provide a final report with addressed comments 210 days after contract award.

Additional Deliverables

1. A non-proprietary database to contain all the data collected.
2. Provide 5 hard copies of the final draft plan and all data collected.

Request for Proposal Submission Requirements

1. Respondents shall provide the following information in the RFP:
 - A. Technical ability and experience, including proof of plans written and approved by other localities and Texas Department of Emergency Management demonstrating compliance with public policy.
 - B. Company history, organizational structure, and financial capacity to perform the requested services.
 - C. Approach to completing the scope of work and a proposed project timeline.
 - D. Qualifications and resumes for personnel who will be assigned to the project.
 - E. List of similar projects completed within the last 10 years.
 - F. List of three recent clients where similar services with FEMA and hazard mitigation plans were performed, including organization name, contact information (including e-mail and phone number), description of work performed, and dates of service.
2. Price proposal for each of the tasks/milestones listed below. Prices for labor and materials should be listed separately.
 - A. Planning process.
 - B. Hazard identification and risk assessment.
 - C. Development of mitigation strategy.
 - D. Review of draft plan with County.

- E. Revisions to draft plan after comments from County.
- F. Finalize and submit plan to TDEM.
- G. Review/revisions to plan after TDEM comments.
- H. FEMA approval.
- I. Any additional fees not specifically identified.
- J. Total.

3. Procedures for Submitting RFP Responses

- A. Responses should be on 8 ½” x 11” papers. Proposals shall be limited to no more than 20 to 25 pages. One (1) original hard copy and three (3) additional copies should be submitted, along with one electronic response on USB, or equivalent type media storage.
- B. Responses should be sealed in an envelope marked “2016-350 Hazard Mitigation Action Plan RFP Response” and addressed to Ramona Womack, Comal County Purchasing Director, 1297 Church Hill Dr., New Braunfels, Texas 78130.
- C. Responses are due no later than 2:00 P.M. on Wednesday, October 19, 2016, regardless of the postmark date. Responses should be sent through the mail or hand delivered. Proposals will not be accepted by email or fax.
- D. The County is not responsible for any cost incurred by Offerors in preparing or submitting their responses to this RFP.
- E. Any questions about this RFP should be directed to Ramona Womack at purrjw@co.comal.tx.us. Questions will be accepted through Wednesday, October 13, 2016.

Evaluation Criteria

Quality of Offer and Responsiveness to the RFP and understanding of scope of work and requirements	5 points
Overall qualifications, technical ability and demonstrated experience of your firm, personnel, and amount of relative experience in performing similar service to other localities.	20 points
Proven ability to deliver services and maintain Project Schedules.	15 points
Qualifications of proposed personnel	15 points
References	20 points
Price proposal	25 points
TOTAL	100 points

Evaluation and Award Process

Proposals received by the deadline will be evaluated by County staff, and a recommendation for award will be made to Commissioners Court. Respondents may be asked for additional information or for a personal interview prior to selection. The County anticipates awarding a contract with 30 days of the proposal due date.

The County reserves the right to reject and all proposals, to waive minor irregularities in any proposal and to accept the proposal it consider most favorable to the County’s interest.

TERMS & CONDITIONS

The parties, Comal County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County") and _____ (hereinafter referred to as "Vendor," "Offeror,"), hereby agree upon the following terms and conditions.

1. The Comal County Commissioners Court is soliciting Proposals for a Local Hazard Mitigation Plan as set forth in this Request for Proposal ("RFP").
2. Complete RFP's shall be received in the Comal County Purchasing Office, 1297 Church Hill Dr., New Braunfels, Texas 78130 no later than 2:00 P.M. on October 19, 2016. RFP's will be publicly opened at 2:00 P.M. on October 19, 2016 in the Comal County Purchasing Office.

Proposals must include one (1) original and three (3) copies. The Original Proposal must be clearly marked "ORIGINAL" and contain all original signatures.

Proposals which are received after the specified time and date will not be considered and will be returned to the Offeror unopened in accordance with state law.

RFP's must be in the possession of the Purchasing Agent by the time and date indicated above. The County will not be responsible for mail or delivery charges, or for charges associated with preparation of bid or bid materials.

When sent by mail, Federal Express, Express Mail, or other delivery service, sealed RFP shall be enclosed in an additional envelope clearly identified on outside as a RFP to County with Offeror's name and address, RFP name, date and time. It is the sole responsibility of the Offeror to ensure timely delivery of RFP. The RFP is timely delivered when it is actually received by the Purchasing Office on or before the "DUE DATE". County will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Offeror. You may call the Comal County Purchasing Office at 830-643-5850 to see if your response has been received. If there is any doubt, you are encouraged to deliver your package in person.

NOTE: The Time-Date Stamp Clock located in the Comal County Purchasing Office, will serve as the OFFICIAL CLOCK for the purpose of verifying the date and time of receipt of proposals.

Any offers not conforming to the specifications shall be rejected. It will be the responsibility of the Offeror to conform to the specifications unless deviations have been specifically cited by the Offeror and acceptance made by the County on the basis of the exception. Please make a clear distinction between the RFP's language and deviations in your response.

3. RFP's may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Offeror guaranteeing authenticity. After the official opening, RFP's may not be amended, altered, or withdrawn without the recommendation of the Purchasing Office, the Treasurer's Office, and the approval of the Commissioners Court. All RFP's become the property of the County and will not be returned to the Offeror.

4. The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

5. The County reserves the right to accept or reject in part or in whole any RFP submitted, and to waive any technicalities for the best interest of the County when awarding to the most qualified Offeror.

6. Continuing non-performance of the Offeror in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for supplies or services which are unsatisfactory. The County may give Offeror a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

7. Information indicated in the proposal is estimated based upon the best available information.

8. The undersigned agrees, if this RFP is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the RFP. The period of acceptance of this RFP will be sixty (60) calendar days.

9. Prices offered shall reflect the full Specifications/Statement of Work as defined per the RFP documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Offeror must include all incidental costs. Comal County will not provide or allow for parking or travel reimbursements for the Offeror's employees. Offeror's offices, administration and/or place of business will not be on Comal County premises and will be the Offeror's responsibility.

It is also understood that any and all persons who provide services under Contract to Comal County, resulting from this RFP, shall be and remain employees of the Offeror, not Comal County. It is understood and agreed that the Offeror is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the Offeror's employees and or equipment during the course of the Contract.

This RFP in no manner obligates Comal County or any of its agencies to the eventual purchase of any goods and/or service described, implied or which may be bid, until confirmed by a written Contract. Progress toward this end is solely at the discretion of Comal County and may be terminated at any time prior to the signing of a Contract.

Comal County will not be liable for any costs incurred by the Offeror in preparing a response to this RFP. Comal County makes no guarantee that any goods and/or services will be purchased as a result of this RFP, and reserves the right to reject any and all proposals. All proposals and their accompanying documentation will become the property of Comal County.

The Offeror is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at Offeror's risk.

10. ETHICAL CONDUCT: The Offeror shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or director of Comal County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Offeror or any Director or representative of the Offeror, to any County Official or employee with a view toward securing favorable treatment with respect of this Contract. If this Contract is terminated by the County pursuant to this provision, County shall

be entitled, in addition to any other rights and remedies, to recover from the Offeror at least three times the cost incurred by Offeror in providing the gratuities.

11. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS: A prospective Offeror must affirmatively demonstrate Offeror's responsibility. A prospective Offeror must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and
5. Be otherwise qualified and eligible to receive an award.

Comal County may request representation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

12. Offeror must provide any and all warranty terms and conditions. Offeror's Terms & Conditions are subject to the review and approval of Comal County. In the event of conflicting Terms & Conditions, the terms in the solicitation package shall prevail. Offeror must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

13. Hours of delivery/service shall be between 8:00 a.m. and 4:00 p.m., Monday through Friday, unless otherwise stipulated.

14. Invoices shall be sent directly to Comal County Auditor, 150 N. Seguin, Suite 201, New Braunfels, Texas 78130. Payments will be processed within 30 days after receipt of the invoice or items, whichever is later.

15. Payment shall not constitute an acceptance of the item(s) RFP nor impair the County's right to inspect any of its remedies.

16. All fees are to be firm for the life of the contract. Interest rates are subject to the renegotiation clause, Local Government Code 116.021(b).

17. The price to be paid by the County, which the Offeror warrants to be no higher than Offeror's current prices on orders by others for products or services of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase.

18. A comparative performance evaluation may be required to assist in the determination of overall efficiency of similar units. This may include, but is not limited to, samples of supplies or field test of equipment.

19. All insurance requirements, including Workers' Compensation, as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of this contract.

20. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The

specific article or material shall be understood as descriptive, not restrictive.

21. Title and Risk of Loss of goods, supplies, equipment, or services shall not pass to County until County actually receives and takes possession of the goods, supplies, equipment, or services at the point(s) of delivery.

22. Offeror shall provide the defense for and indemnify and hold harmless County from all claims, suits, causes or action, and liability arising out of the execution of this contract or in connection with Offeror's use of the premises thereunder.

23. The Offeror agrees that the goods, equipment, supplies, or services furnished under this contract shall be covered by the most favorable commercial warranties offered by the Offeror to any customer for such goods, equipment, supplies, or services. The Offeror shall not limit or exclude any express, written, or implied warranties and any attempt to do so shall render this contract voidable at the option of County. The Offeror warrants that the product sold to the County shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970.

24. The Offeror shall make himself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affect the conduct of the work.

25. The parties herein agree that this Contract shall be enforceable in Comal County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in a court of competent jurisdiction in Comal County, Texas.

26. This Contract shall be governed by and construed on accordance with the laws of the State of Texas and all applicable Federal Laws.

27. This RFP along with worksheets, submitted documents, and any negotiations, when properly accepted and awarded by Comal County Commissioners Court, shall constitute a contract equally binding between the successful Offeror and County. No different or additional terms will become a part of this contract with the exception of a Contract Amendment. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

28. The Offeror shall indemnify and hold harmless the County and its duly appointed officers, agents and employees for all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of Offeror's officers, agents or employees.

29. If a court of competent jurisdiction determines that any term of this agreement is invalid or unenforceable to any extent under applicable law, the remainder of this agreement (and the RFP of this agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

30. This Contract shall not be assignable by the Offeror without prior written consent of County. This agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties to this agreement.

31. If the Offeror defaults in the performance of this contract or materially breaches any of its provisions, County shall have the right to terminate this contract by giving written notice of termination within sixty (60) days of the occurrence of the default or material breach.

32. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally, or three (3) days after the date of mailing if mailed, by first class mail, registered or certified, postage prepaid and addressed as follows:

For the COUNTY:

Comal County, Texas
C/O County Judge
150 N. Seguin Avenue
New Braunfels, Texas 78130

For the OFFEROR:

With Copy to Purchasing Agent:

Comal County Purchasing Agent
1297 Church Hill Dr.
New Braunfels, Texas 78130

Any notices served by fax shall be deemed to have been given and received only when written confirmation of the receipt of such fax has been received by the sender. Any party hereto may, at any time by giving fifteen (15) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

33. No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law.

34. The award of the contract shall be made to the responsible Offeror 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 herein. Prompt payment discounts will not be considered in determining low proposals and making awards.

35. In considering the proposals, Comal County reserves the right to select one or more responsible Offerors. Comal County reserves the right to award only a portion of the RFP.

36. Offeror will not release any items or perform any services until a purchase order number is assigned by the designated representative of the County Purchasing Office. Offeror will reference contract and purchase order on all invoices submitted to the Comal County Auditor. Upon issuance of a purchase order, the contract administrator will contact the Offeror with any additional items that may be required, such as bonds or insurance. The

Offeror must respond by supplying the items at the time required. Failure to act in this manner may result in termination of this contract.

37. If any services, functions or responsibilities not specifically described in this Contract are required for the proper implementation, performance and provision of the Services offered, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this RFP. Vendor shall be responsible for providing the facilities, personnel and other resources as necessary to provide the services.

38. Offeror represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents as applicable to this RFP. Offeror has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.

39. Offeror warrants that all applicable copyrights and licenses which may exist on materials used in this contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights and any rights granted to County shall apply for the duration of the contract. Offeror shall indemnify County, its officers, Directors and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing licenses or copyrights applicable to materials used in this contract.

40. Inter-local Participation - It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, and that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having or entering into an inter-local agreement with Comal County.

41. The Offeror warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Offeror to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

42. Offeror shall maintain and make available all books, documents, and other evidence pertinent to the costs and expenses of this Contract for inspection, audit or reproduction by any authorized representative of County to the extent this detail will properly reflect these costs and expense. These include all costs; both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the Contract term, whichever occurs first; however, the records shall be retained beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

43. Offeror shall not enter into any subcontracts for any service or activity relating to the performance of this contract without the prior written approval or the prior written waiver of this right of approval from County. It is acknowledged by Offeror that no officer, Director,

employee or representative of County has the authority to grant such approval or waiver unless expressly granted that specific authority by the Commissioners Court.

44. The Offeror affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.

OFFEROR:

By: _____

Printed Name:

Its Duly Authorized Director

Date: _____

COMAL COUNTY:

By: _____

Printed Name:

Title:

Date: _____

COMAL COUNTY OFFEROR CERTIFICATION

LEGAL NAME OF CONTRACTING COMPANY

FEDERAL I.D. # (Company or Corporation)

SOCIAL SECURITY # (Individual)

TELEPHONE NUMBER

E-MAIL ADDRESS

CONTACT PERSON

TITLE

COMPLETE MAILING ADDRESS

CITY & STATE

ZIP CODE

COMPLETE STREET ADDRESS

CITY & STATE

ZIP CODE

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid/Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Comal County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

SIGNATURE

DATE

Typewritten or Printed Name

Title

This page must be page 1 of the bid, or the bid may be rejected.



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 and/or 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 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 or 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. Utilize the State of Texas Historically Underutilized Business vendor database.
 - 2. Advertise bids on the County's website and in the local newspaper.
 - 3. Provide 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 Department 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 head 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 Commissioner's 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.

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

**COMAL COUNTY
BIDDER/OFFEROR'S AFFIRMATION**

This sheet must be completed, signed, and returned by Bidder/Offeror with RFP.

1. Bidder/Offeror affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other Offeror, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or director to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Offeror hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to Section 262.076 (a) of the Texas Local Government Code, Bidder/Offeror, hereby affirms that Bidder/Offeror:
(Please check all that are applicable)

_____ Does not own taxable property in Comal County.

_____ Does not owe any ad valorem taxes to Comal County or is not otherwise indebted to Comal County.

Bidder/Offeror Company Name _____

Bidder/Offeror (Signature) _____ Date _____

Bidder/Offeror (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official
Authorizing the Bid/Offer _____ Date _____

Company Official
(Printed Name) _____

Official's Position _____

Corporate Offerors Shall Furnish the Following Information:

Where Incorporated Charter Number _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

Must file this form online at
www.ethics.state.tx.us/File
 Please include a printed copy
 of this notarized form with
 bid response.

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
 of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath