



Caldwell County

## REQUEST FOR PROPOSALS

**Proposal Reference Number:** RFP 24CCP01P

**Project Title:** Caldwell County Hazard Mitigation Plan Development Services

**Proposal Closing Date:** 2:00 P.M (CST), June 3, 2024

<b>Table of Contents.....</b>	<b>2</b>
<b>Request for Proposals</b>	
(1) Introduction .....	3
(2) Definitions .....	4
(3) General Information.....	4
(4) RFP Withdrawals and/or Amendments.....	7
(5) Proposal Submittal Requirements.....	7
(6) Proposal Evaluation and Contract Award.....	8
<b>Appendix A – Scope of Services</b>	
(1) Project Title .....	9
(2) Scope of Services Contact .....	9
(3) Proposal Evaluation Factors .....	9
(4) Key Events Schedule .....	9
(5) Scope of Services.....	9
(6) Pricing.....	11
TXGLO CDBG-MIT INFORMATION MATERIALS .....	12
PLANNING SERVICES RATING SHEET .....	19
<b>Appendix B – Proposal Verification</b>	
PROPOSER VERIFICATION .....	21
I Contract Award Information	
(1) Term of Contract.....	22
(2) Trade Secrets and/or Certified Information .....	22
(3) Federal, State and/or Local Identification Information .....	22
II Contract Terms and Conditions	
(1) Standard Terms and Conditions .....	22
RFP Acknowledgment Form.....	28
<b>Appendix C – Conflict of Interest Form CIQ.....</b>	<b>29</b>
<b>Appendix D – Certificate of Interested Parties (Form 1295) .....</b>	<b>31</b>
<b>Appendix E – HB 89 Verification Form .....</b>	<b>34</b>
<b>Appendix F – Certification Regarding Lobbying .....</b>	<b>35</b>

# Caldwell County

## Request for Proposals

### 1. Introduction

- A. Project Overview: Caldwell County is requesting Proposals with the intent of awarding a contract for the purchase of goods and services contained in Appendix A – Scope of Services.
- B. RFP Questions:
- i. RFP Clarifications: All questions related to requirements, processes, or scope of work for this RFP should be submitted in writing to the Purchasing Agent identified in section 2 below. The County is the final judge of the meaning of any word(s), sentences, paragraphs, or other parts of the solicitation documents. Proposers are encouraged to seek clarification, before submitting a Proposal, of any portion of the Proposal documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.
  - ii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum and will be uploaded to the Caldwell County website (<http://www.co.caldwell.tx.us/page/caldwell.ProposalRequests>). All such addenda issued by County prior to the submittal deadline shall be considered part of the RFP. The County shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
  - iii. Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Proposal.
- C. Notification of Errors or Omissions: Proposers shall promptly notify the County of any omissions, ambiguity, inconsistency, or error that they may discover upon examination of this RFP. The County shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent, or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C.
- E. Certificate of Interested Parties (1295 Form): A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Government Code Title 10, Subtitle F, Section 2252.908, to file a disclosure of interested parties with the Texas Ethics Commission ([https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)). A sample form and instruction sheet can be found in Appendix D.
- F. Boycott of Israel Verification Form: A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Government Code Title 10, Subtitle F, Chapter 2271, Section 2271.002 to submit a verification form to the County. This Chapter reads “Prohibition on Contracts with Companies Boycotting Israel”. This form is found in Appendix E.
- G. Energy Company Boycotts: If Respondent is required to make a verification pursuant to Section 2276.002 of the Texas Government Code; Respondent shall verify that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make such verification or is not required to make such verification, Respondent must so indicate in its Response and state why (1) it is not making such verification or (2) the verification is not required.

- H. Firearm Entities And Trade Associations Discrimination: If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code Respondent shall verify that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Respondent does not make such verification or is not required to make such verification, Respondent must so indicate in its Response and state why it is not making such verification or the verification is not required.

## 2. Definitions

Contract: The contract entered into by the successful Proposer and the County for the performance of the Services.

County of Caldwell (“County”): The County of Caldwell, Texas.

Caldwell County Purchasing Office: The Caldwell County Purchasing Office is located at 405 E. Market St, Lockhart, TX 78644. PH: (512) 359-4685; Fax: (512) 398-1829.

Project: The name is identified on the cover sheet and first page of Appendix A – Scope of Services.

Proposer: The Proposer and the Proposer’s designated contact signing the first page of the Proposal.

Proposal: The signed and executed submittal of the entirety of Appendix B – Proposal.

Purchasing Agent: Caldwell County Purchasing Agent is Carolyn Caro: Phone: (512) 359-4685  
E-Mail: [carolyn.caro@co.caldwell.tx.us](mailto:carolyn.caro@co.caldwell.tx.us)

Request for Proposals (RFP): The entirety of this document, including all Appendices and Addenda.

Scope of Services: The entirety of Appendix A – Scope of Services.

Services: Those items listed in the Scope of Services to be performed or provided by the successful Proposer, whether a service or supply of an item, individually or collectively, as the context requires.

## 3. General Information

- A. Tax Exempt Status: County purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. County will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Proposals: The County strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposals are not available for public inspection until after the contract award. If the Proposer has notified the County, in writing, that the Proposal contains trade secrets or confidential information, the County will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the County be liable for disclosure of such information by the County in response to a request, regardless of the County’s failure to take any such reasonable steps, even if the County is negligent in failing to do so.
- C. Legal Relations and Responsibilities: Proposer shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least Five (5) years following the termination date of the contract. The County shall have full and complete access to all records, documents and information collected and/or maintained by Proposer in the course of the administration and

performance of the Contract. This information shall be made accessible at Proposer's local place of business in the County's jurisdiction, for purposes of inspection, reproduction, and audit without restriction.

- D. Application: These standard terms and conditions shall apply to all County of Caldwell (hereafter "County" or "Owner") solicitations and procurements, unless specifically accepted in the solicitation specifications.
- E. Requirements: By submitting a Proposal, the Proposer agrees to provide the County of Caldwell with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon Proposal price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the Proposal opening.
- F. Legal Compliance: Proposer must comply with all Federal, State and Local laws, statutes, ordinances, regulations, and standards in effect at the time of delivery of goods and services and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations, and standards for services and/or goods provided in response to this solicitation. Proposer certifies that he/she holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Right to Refuse Proposal: The County reserves the right to refuse any and/or all parts of any and or/all Proposals and to waive formalities in the best interest of the County. Caldwell County does not discriminate on the basis of race, color, national origin, sex, religion, and age or disability status in employment, procurement, or provisions of service.
- H. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer- employee relationship with County. Proposer agrees that if Proposer is selected and awarded a contract, County shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will County furnish any medical or retirement benefits or any paid vacation or sick leave.
- I. Assignments: The Contract and the rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Caldwell County Purchasing Agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- J. Liens: Proposer shall indemnify and save harmless the County against any and all liens and encumbrances for all labor, goods, and services which may be provided to the County by Proposer or Proposer's vendor(s), and if the County requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the County.
- K. Gratuities/Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any County officer, employee or elected representative, with respect to this RFP or any contract with the County, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- L. Financial Participation: Proposer certifies that it has not received compensation from the County to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that the Contract may be terminated and/or payment withheld if this certification is inaccurate.
- M. Required Licenses: Proposer certifies that he/she holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.

- N. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- O. Interpretation of Solicitation Documents: The County is the final judge of the meaning of any word(s), sentences, paragraphs or other parts of the solicitation documents. Proposers are encouraged to seek clarification, before submitting a Proposal, of any portion of the Proposal documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.
- P. Minor Irregularities: The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Proposals.
- Q. Responsiveness of Proposals: The County desires to receive competitive Proposals but will declare any Proposals “non- responsive” if they fail to meet the significant requirements outlined in this solicitation document.
- R. Withdrawal of Proposals: Proposers may withdraw any submitted Proposals prior to the Proposal submission deadline. Proposers may not withdraw once the Proposals have been publicly opened, without the approval of the County’s Purchasing Agent. Proposers will be allowed to withdraw Proposals that contain substantial mathematical errors in extension. However, once a Proposal has been withdrawn, it can no longer be considered.
- S. Disqualification of Proposer: The County may disqualify Proposers, and their Proposals not be considered, for any of the following reasons: Collusion among Proposers; Proposer’s default on an existing or previous contract with the County, including failure to deliver goods and/or services of the quality and price set forth therein; Proposer’s lack of financial stability; any factor concerning the Proposer’s inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; Proposer involved in a current or pending lawsuit with the County; Proposer’s attempt to influence the outcome of the solicitation through unauthorized contact with County officials outside of those listed in the solicitation documents; and Proposer’s attempt to offer gifts, gratuities, or bribes to any County employee or elected official in connection with a solicitation
- T. Waiver of Formalities: County reserves the right to reschedule, extend, or cancel this RFP at any time. County reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFP and may consider submissions not made in compliance with this request for Proposals if it elects to do so, to the extent permitted by law, although the County will have no obligation for such consideration. The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Proposals.
- U. Outstanding Liabilities: Proposers shall not have outstanding, unpaid liabilities owed to the County. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Proposals will be considered non-responsive and not given further consideration if submitted by a Proposer with such outstanding liabilities.
- V. Offset: The County may, at its option, offset any amounts due and payable under contract award under this solicitation against any debt lawfully due the County from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.
- W. Solicitation Results: The County normally posts solicitation results on-line after Proposals are received and approved in Commissioner’s Court. The County’s website is [www.co.caldwell.tx.us](http://www.co.caldwell.tx.us). Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for

informational purposes only, not a notice of award.

- X. Control of The Work: Proposer shall furnish all materials and perform work in reasonably close conformity with the Scope of Services referenced in this request for Proposal. Proposer must obtain written approval from Caldwell County before deviating from the Scope of Services provided in this request for Proposals. Failure to promptly notify Caldwell County of any errors or concerns with the Scope of Services will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.
- Y. Cost of Proposal: The cost of submitting Proposals shall be borne by the Proposer, and the County will not be liable for any costs incurred by a Proposer responding to this solicitation.

#### 4. RFP Withdrawals and/or Amendments

- A. RFP Withdrawal: The County reserves the right to withdraw this RFP for any reason.
- B. RFP Amendments: The County reserves the right to amend any aspect of this RFP by formal written addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have registered with the County, but failure to notify shall impose no obligation or liability on the County. All modifications and addendums must be in written form prepared by the County department issuing the solicitation. Proposer is responsible for incorporating any and all modifications and addendums into their Proposals.

#### 5. Proposal Submittal Requirements

- A. Submittal Packet – Required Content: Proposers shall submit five (5) original paper copies of the submitted Proposal. This submittal packet shall be submitted in a sealed envelope with a copy of Appendix A and a completed Proposal Sheet (pages 9-14), a completed, signed and executed copy of Appendix B (pages 15-21), a completed, signed and executed copy of Appendix C (page 29), a completed, signed and executed copy of Appendix E (page 34) and a completed, signed and executed copy of Appendix F (pages 35-36).
- B. Submittal Deadline: The deadline for submittal of Proposals is 2:00PM (CST) June 3, 2024. It is the Proposer's responsibility to have the Proposal correctly marked and hard copies delivered to the Caldwell County Purchasing Office. No extensions will be granted, and **no late Proposals will be accepted**.
- C. Proposals Received Late: Proposers are encouraged to submit their Proposals as soon as possible. The time and date of receipt as recorded in the Caldwell County Purchasing Office shall be the official time of receipt. The County is not responsible for late delivery of mail or other carrier. Late Proposals will not be considered under any circumstances.
- D. Alterations or Withdrawals of Proposal: Any submitted Proposal may be withdrawn, or a revised Proposal substituted if a written notice is submitted to the Caldwell County Purchasing Office prior to the submittal deadline. Any interlineations, alteration, erasure, or other amendment made before the submittal deadline, must be signed or initialed by the Proposer or the Proposer's authorized agent, guaranteeing authenticity. Proposals cannot be altered, amended, or withdrawn by the Proposer after the submittal deadline.
- E. Proposal Format: All Proposals must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, using one side of the paper only. Pages shall be numbered at the bottom. Entries shall be typed, or legibly written in ink. All Proposals shall be mailed or hand delivered to the Caldwell County Purchasing Agent at the address set out in Appendix A. Any other format (via telephone, fax, email, etc.) shall be rejected by the County.
- F. Validity Period: Once the submittal deadline has passed, any Proposal shall constitute an irrevocable

Proposal to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal on the terms set forth in the Proposal, such Proposal to be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the County.

## 6. Proposal Evaluation and Contract Award

- A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Proposals, in accordance with Chapter 262 of the Texas Local Government Code, Chapter 2269 of the Texas Government Code, and with the County's purchasing policy, as applicable. Caldwell County will score all eligible respondents based on their Proposal price. After discussion and the fair and equal opportunity for revision of any submitted proposals by responsible offerors determined to be reasonably susceptible of being selected for award, the contract will be awarded to the lowest/best value/most responsive Proposer that complies with all requests for Proposal items and requirements set forth by Caldwell County in this RFP, including insurance requirements. Caldwell County may consider all permissible aspects of a proposal, including but not limited to: 1) price; 2) the offeror's experience and reputation; 3) the quality of the offeror's goods and/or services; 4) the proposal's ability to meet the needs of Caldwell County; 5) the impact on the ability of the Governmental entity to comply with rules relating to historically underutilized businesses; 6) the offeror's safety record; 7) the offeror's proposed personnel; and 8) whether the offeror's financial capability is appropriate to the size and scope of the project.
- B. Completeness: If the Proposal is incomplete or otherwise fails to conform to the requirements of the RFP, County alone will determine whether the variance is so significant as to render the Proposal non-responsive, or whether the variance may be cured by the Proposer or waived by the County, such that the Proposal may be considered for award.
- C. Ambiguity: Any ambiguity in the Proposal as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the County. In the event of a conflict between these standard RFP requirements and details provided in Appendix A – Scope of Services or Appendix B – Proposal Verification, the Appendices shall prevail.
- D. Controlling Document: In the case of a discrepancy between this RFP and the Contract, the Contract will prevail and control.
- E. Firm Prices: Unless otherwise stated in the specifications, Proposer's prices remain firm for 90 days from date of Proposal opening and, upon award, remain in effect for the contract period specified in the RFP. If formal award has not occurred within 90 days of Proposal opening, the Proposer and the County may mutually agree to extend the firm price period.
- F. Partial Contract Award: County reserves the right to award one contract for some or all of the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers, or to reject any and/or all Proposals and re-solicit for Proposals, as deemed to be in the best interest of County.
- G. Additional Information: County may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.
- H. Debarment: The selected Proposer must **NOT** be debarred from any federal and/or state agency. Caldwell County will conduct a review of the Proposer's status on SAM.gov. The Caldwell County Commissioners Court will make the final selection and award. The County has the right to reject any and/or all Responses.



## Appendix A – Scope of Services

1. **Project Title:** RFP 24CCP01P Caldwell County Hazard Mitigation Plan Development Services

2. **Scope of Services Contact:**

Questions about the technical nature of the Scope of Services, etc. may be directed to Caldwell County Purchasing Agent, Carolyn Caro through e-mail at [carolyn.caro@co.caldwell.tx.us](mailto:carolyn.caro@co.caldwell.tx.us).

3. **Proposal Evaluation Factors:**

After obtaining best and final offers resulting from fair and equal opportunity for discussion and revision of proposals, Caldwell County will score and rank all eligible Proposers and will determine, in its sole discretion, the Proposer or Proposers that are best qualified to perform the required services. The County will negotiate a contract with the highest scoring respondent. If a contract cannot be reached then the County will move down the list until a contract can be agreed upon. Scoring for Proposals will be based on the following criteria.

EVALUATION CRITERIA	MAXIMUM POINTS
Experience	30
Prior Work Performance	25
Capacity to Perform	30
Affirmation Action	10
Proposed Cost	5
<b>Total</b>	<b>100</b>

4. **Key Events Schedule:**

Proposal Release Date	May 14, 2024
Deadline for Submittal of Written Questions	5 PM, May 28, 2024
Sealed Proposals Due to and Opened by County	2 PM, June 3, 2024
Anticipated Award Date	June 11, 2024

5. **Scope of Services:**

Caldwell County is seeking well-qualified administration and planning service provider(s) to assist the County in preparing application(s) for and in the overall administration or implementation of the proposed Community Development Block Grant -Mitigation (CDBG-MIT) Local Hazard Mitigation Plan Program (LHMPP), if funded by the Texas General Land Office (GLO). The following outlines the RFP:

### *Administration Services*

A sample detailed Scope of Services for CDBG-MIT administration services provided by the GLO is enclosed in this packet. The administration service provider to be hired will provide application and contract-related management services, including but not limited to the following areas:

#### Pre-Funding Services\*

Provider will assist in developing project scope(s) and complete CDBG-MIT application(s). The provider will work with the local government to provide the concise information needed for submission of one or

more complete CDBG-MIT funding applications and related documents. The required information shall be submitted in a format to be described by the GLO.

#### Post-Funding Services

Provider will administer and provide planning services approved for CDBG-MIT funding. The selected service provider must follow all requirements of the HUD CDBG-MIT program as administered by the GLO.

#### General Administration Services

- Administrative Duties
- Planning Services

Please specify a complete list of actual tasks to be performed under each of these categories in your response, including, if necessary, a **brief** description of each task. Include the number and quality of maps to be provided for all planning activities as well as the approximate number of workshop meetings with locality to complete the actual tasks.

*\*Pre-funding services are generally ineligible for CDBG-MIT reimbursement.*

#### *General Services*

#### Pre-Funding Services\*

Provider will assist in developing and completing CDBG-MIT application(s). The provider will work with the subrecipient, to provide the concise information needed for submission of complete CDBG-MIT funding application(s) and related documents. The required information shall be submitted in a format to be described by the GLO.

#### Post-Funding Services

The GLO's Action Plan for CDBG-MIT (<https://recovery.texas.gov/files/programs/mitigation/cdbg-mit-submitted-plan.pdf>) provides the following description of various eligible planning service activities offered through the CDBG-MIT program:

#### Hazard Mitigation Plan Program—

- Development or update of a local hazard mitigation plan;
- Studies to enhance a community's understanding of risk (examples: dam inundation studies, flood studies, wildfire studies); or
- Federal cost share.

Additional scope of work detail from the GLO's CDBG-MIT Action Plan is provided in the Planning Program Requirements section of this RFP.

*\*Pre-funding services are generally ineligible for CDBG-MIT reimbursement.*

#### *Additional Submittal Requirements*

- A brief history of the service provider, including general background, knowledge of and experience working with relevant agencies and programs;
- Related experience in applying for and managing federally-funded local planning projects, in particular recent experience;
- A description of work performance and experience with CDBG, CDBG Disaster Recovery, FEMA Hazard Mitigation or similar projects including a list of at least three (3) references from past

local government clients, with information describing the relevancy of the previous performance;

- Describe which specific parts of the Scope of Services the service provider proposes to perform;
- Describe the capacity to perform the chosen Scope of Services activities as well as resumes of all employees who may be assigned to provide services if your firm is selected, identifying current employees and proposed hires; and
- A statement substantiating the resources of the service provider and the ability to carry out the scope of work requested within the proposed timeline.

## 6. Pricing

Pricing submitted in this proposal shall be all inclusive to accomplish the scope of work by program (Administration & Planning) or to complete a specific service outlined above and for any additional services required. The specific projects and grant amounts are yet to be determined; therefore, vendors should propose pricing based on the potential funding amounts provided.

The County will consider dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. As such, Proposers may specify any maximum limit to the total dollar value of grant funds they are able and willing to manage. Service providers may submit proposals for any or all activities.

**If the cost of proposed professional administration services will exceed \$50,000, then profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, Proposer must disclose and certify in its proposal the percentage of profit being used. "Cost plus percentage of cost" proposals are prohibited.**

**\*\*THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY\*\***

# Texas General Land Office Community Development Block Grant - Mitigation (CDBG – MIT)

## Description of Program

Below is a description of the proposed Community Development Block Grant-Mitigation (CDBG-MIT) program through the Texas General Land Office (GLO). The County anticipates applying for the following program that requires Planning Services.

### **CDBG-MIT Program Description:**

Local Hazard Mitigation Plan Program (LHMPP)

**Local Hazard Mitigation Plan Program:** Development or update of a local hazard mitigation plan, including studies to enhance a community’s understanding of risk (examples: dam inundation studies, flood studies, wildfire studies); and federal cost share. The purpose of these plans is to gather a wide range of stakeholders and the public in a planning process to identify local policies and actions—based on an assessment of hazards, vulnerabilities, and risks—that can be implemented over the long-term to reduce risk and future losses from hazards. By engaging in this planning process, communities not only identify risks and prioritize investments and interventions, but also build partnerships by involving citizens, organizations, and businesses, and increase awareness of threats and hazards, as well as their risks.

*See the GLO’s CDBG-MIT Action Plan for more information on the requirements and scopes of these activities:*  
<https://recovery.texas.gov/files/programs/mitigation/cdbg-mit-submitted-plan.pdf>

## CDBG-MIT HUD and State MID Areas

**PLEASE NOTE:** Hazard Mitigation: Supplemental, Regional, and Coastal Resiliency Counties are TBD. If you believe you may qualify, please check the box for that program.

County	2015	2016	Harvey	County	2015	2016	Harvey
Anderson	-	State MID	-	Jack	State MID	-	-
Angelina	State MID	State MID	-	Jackson	-	-	State MID
Aransas	-	-	HUD MID	Jasper	State MID	State MID	HUD MID
Archer	State MID	-	-	Jefferson	-	-	HUD MID
Atascosa	State MID	-	-	Jim Wells	State MID	-	State MID
Austin	State MID	State MID	State MID	Johnson	State MID	-	-
Bandera	-	State MID	-	Jones	State MID	State MID	-
Bastrop	State MID	State MID	State MID	Caldwell	-	-	State MID
Baylor	State MID	-	-	Kaufman	State MID	-	-
Bee	-	-	State MID	Kendall	State MID	-	-
Blanco	State MID	-	-	Kleberg	-	State MID	State MID
Bosque	State MID	State MID	-	Lamar	State MID	State MID	-
Bowie	State MID	-	-	Lavaca	-	-	State MID
Brazoria	State MID	HUD MID	HUD MID	Lee	State MID	State MID	State MID
Brazos	-	State MID	-	Leon	State MID	State MID	-
Brown	State MID	State MID	-	Liberty	State MID	State MID	HUD MID
Burleson	State MID	State MID	State MID	Limestone	-	State MID	-
Caldwell	State MID	State MID	State MID	Lubbock	State MID	-	-
Calhoun	-	-	State MID	Lynn	State MID	-	-
Callahan	State MID	State MID	-	Madison	State MID	State MID	State MID
Cameron	State MID	-	-	Marion	-	State MID	-
Cass	State MID	State MID	-	Matagorda	-	-	State MID
Chambers	-	-	HUD MID	McLennan	State MID	-	-
Cherokee	State MID	State MID	-	Milam	State MID	State MID	State MID
Clay	State MID	-	-	Montague	State MID	-	-
Coleman	-	State MID	-	Montgomery	State MID	HUD MID	HUD MID
Collingsworth	State MID	-	-	Nacogdoches	State MID	-	-
Colorado	State MID	State MID	State MID	Navarro	State MID	State MID	-
Comal	State MID	-	State MID	Newton	State MID	HUD MID	HUD MID
Comanche	State MID	State MID	-	Nueces	State MID	-	HUD MID
Cooke	State MID	-	-	Orange	State MID	State MID	HUD MID
Coryell	State MID	State MID	-	Palo Pinto	State MID	State MID	-
Dallas	State MID	-	-	Parker	State MID	State MID	-
Delta	State MID	-	-	Polk	State MID	State MID	State MID
Denton	State MID	-	-	Real	State MID	-	-
DeWitt	State MID	-	State MID	Red River	State MID	State MID	-
Dickens	State MID	-	-	Refugio	State MID	-	HUD MID
Duval	State MID	-	-	Robertson	State MID	-	-
Eastland	State MID	State MID	-	Rusk	State MID	-	-
Edwards	State MID	-	-	Sabine	State MID	State MID	State MID
Ellis	State MID	-	-	San Augustine	State MID	State MID	State MID
Erath	State MID	State MID	-	San Jacinto	State MID	State MID	HUD MID
Falls	-	State MID	-	San Patricio	-	-	HUD MID
Fannin	State MID	State MID	-	Shelby	State MID	State MID	-
Fayette	State MID	State MID	HUD MID	Smith	State MID	State MID	-
Fisher	-	State MID	-	Somervell	State MID	State MID	-
Fort Bend	State MID	HUD MID	HUD MID	Starr	State MID	-	-
Frio	State MID	-	-	Stephens	-	State MID	-
Gaines	State MID	-	-	Tarrant	State MID	-	-
Galveston	State MID	-	HUD MID	Throckmorton	State MID	State MID	-

County	2015	2016	Harvey	County	2015	2016	Harvey	2015
Garza	State MID	-	-	Tom Green	State MID	-	-	
Gillespie	State MID	-	-	Travis	HUD MID	State MID	-	
Goliad	-	-	State MID	Trinity	State MID	State MID	-	
Gonzales	State MID	-	State MID	Tyler	State MID	State MID	State MID	
Grayson	State MID	-	-	Upshur	-	State MID	-	
Gregg	-	State MID	-	Uvalde	State MID	-	-	
Grimes	State MID	State MID	State MID	Van Zandt	State MID	State MID	-	
Guadalupe	State MID	-	State MID	Victoria	State MID	-	HUD MID	
Hall	State MID	State MID	-	Walker	State MID	State MID	State MID	
Hardin	State MID	State MID	HUD MID	Waller	State MID	State MID	State MID	
Harris	HUD MID	HUD MID	HUD MID	Washington	State MID	State MID	State MID	
Harrison	State MID	State MID	-	Wharton	State MID	State MID	HUD MID	
Hartley	State MID	-	-	Wichita	State MID	-	-	
Hays	HUD MID	-	-	Willacy	State MID	-	-	
Henderson	State MID	State MID	-	Williamson	State MID	-	-	
Hidalgo	HUD MID	State MID	-	Wilson	State MID	-	-	
Hill	State MID	-	-	Wise	State MID	-	-	
Hood	State MID	State MID	-	Wood	-	State MID	-	
Hopkins	State MID	-	-	Young	State MID	-	-	
Houston	State MID	State MID	-	Zavala	State MID	-	-	
<b>Harvey HUD Most Impacted and Distressed (MID) Zip Codes</b>								
75979 77320 77335 77351 77414 78934 77423 77482 77493 77979								

# **SCOPE OF SERVICES**

## **Administration Services**

The Contractor shall provide the following scope of services:

### **SCOPE OF SERVICES REQUESTED**

The Contractor will help the GLO fulfill State and Federal Community Development Block Grant Mitigation (“CDBG-MIT”) statutory responsibilities related to recovery in connection with any federally declared disaster. Contractors will assist the GLO and/or grant recipients in completion of CDBG-MIT projects. Respondents may be qualified to provide Grant Administration services for one or more programs. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO.

### **DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS**

Proposer must be able to perform the tasks listed herein to be considered eligible for an award under this solicitation. Proposer should provide a detailed narrative of their experience as it relates to each of the items below. Proposer should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant Administration Services will be provided in conformance with the guidance documents and use forms provided by the subrecipient utilizing GLO guidance. The providers shall furnish pre-funding and post-funding grant administrative services to complete the CDBG-MIT Projects, including, but not limited to the following:

#### **Pre-Funding Services**

Grant Administrator will develop and complete CDBG-MIT application(s). The provider will work with the subrecipient to provide the concise information needed for submission of complete CDBG-MIT funding application(s) and related documents. The required information shall be submitted in a format to be described by the GLO.

#### **Post-Funding Services**

Grant Administrator will provide Grant Administration Services required to complete infrastructure, acquisition/buyout, housing, Resilient Communities and/or Hazard Mitigation Planning Programs, and other eligible projects approved for CDBG-MIT funding. The selected service provider must follow all requirements of the Texas CDBG-MIT program.

#### **Grant Administration Services**

##### **a) General Administrative Duties:**

- i. Ensure program compliance including all CDBG-MIT requirements and all parts therein, current Federal Register, etc.
- ii. Assist subrecipient in establishing and maintaining financial processes.
- iii. Obtain and maintain copies of the subrecipient’s most current contract including all related revisions and attachments.
- iv. Establish and maintain record keeping systems.
- v. Assist subrecipient with resolving monitoring and audit findings.
- vi. Serve as monitoring liaison.
- vii. Assist subrecipient with resolving third party claims.
- viii. Report suspected fraud to the GLO.
- ix. Submit timely responses to the GLO requests for additional information.
- x. Complete draw request forms and supporting documents.
- xi. Utilize and assist with GLO’s system of record to complete milestones, submit documentation, reports, draws, contract modifications, etc.
- xii. Coordinate, as necessary, between subrecipient and any other appropriate service providers (if applicable) and GLO to effectuate the services requested.
- xiii. May assist in public hearings.
- xiv. Will work with GLO’s system of record.
- xv. Provide monthly project status updates.

- xvi. Funding release will be based on deliverables identified in the contract.
- xvii. Financial duties:
  - a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
  - b. Assist subrecipient with the procurement of audit services.
  - c. Assist subrecipient in establishing and maintaining a bank account for program funds.
  - d. Implementation and coordination of Affirmatively Furthering Fair Housing (“AFFH”) requirements as directed by HUD and the GLO.
  - e. Implementation and coordination of Section 504 requirements.
  - f. Program compliance.
  - g. Ensure that fraud prevention and abuse practices are in place and being implemented.
  - h. Prepare and submit all closeout documents.
  - i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
  - j. Assist in preparation of contract revisions and supporting documents including but not limited to:
    - Amendments/modifications,
- xviii. Perform any other administrative duty required to deliver the project.

b) Hazard Mitigation Plan (HMP) Development

- i. Development or update of a Local HMP (LHMP), including studies to enhance a community’s understanding of risk. LHMPs must meet all criteria and requirements of 44 CFR 201.6 and must be approved by TDEM and FEMA. The purpose of local hazard mitigation plans is to gather a wide range of stakeholders and the public in a planning process to identify local policies and actions—based on an assessment of hazards, vulnerabilities, and risks—that can be implemented over the long-term to reduce risk and future losses from hazards. Through the creation and adoption of LHMPs, units of local government will communicate priorities to both state and federal officials while aligning risk reduction strategies across jurisdictions with community objectives. Applicants that receive funding and adopt approved LHMPs may apply again to this program in the two years prior to the expiration of the LHMP, provided the application is made within the timeline outlined below and funds remain.
- ii. Timeline: Because local hazard mitigation plans operate on a 5-year cycle, the application period will remain open for six (6) years, with a proposed start date six (6) months after HUD’s approval of this Action Plan and until funds are exhausted.

c) Construction Management

- i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO’s system of record.
- ii. The provider may compile and collate complete contract/Proposal packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO’s program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
- iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
- v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the GLO’s system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- vi. The provider may assist the subrecipient in developing Architectural and Engineering plans with guidance from the GLO.



- vii. Reassignment scope alignment (if necessary).
- d) Acquisition Duties:
- i. Submit acquisition reports and related documents.
  - ii. Establish acquisition files (if necessary).
  - iii. Complete acquisition activities (if necessary).
- e) Buyout Duties (as necessary):
- i. Project planning, design, and startup
    - Assist subrecipient with procuring necessary vendors including appraiser, title vendor, and demolition contractor.
    - Develop subrecipient's Policy and Procedure Manual ("Program Guidelines") and manage subsequent public comment process.
  - ii. Property owner notifications
    - Generate and send required mailings to owners and tenants of each parcel targeted for buyout/acquisition.
    - Handle subsequent communication with owners and tenants while developing a contact log for future outreach.
  - iii. Intake meetings
    - Advertise, schedule, and conduct intake with interested homeowners. During intake meetings case managers will collect all available documentation necessary to determine eligibility.
    - If there are tenants living in the property, case manager will send them General Information Notices to inform them of the program and their rights.
  - iv. Eligibility verification
    - Management staff will review all intake documentation and verify eligibility.
    - If applicable, firm will verify duplicative benefits (DOB) and calculate eligible receipts.
    - Maintain applicant data in a secure system of record and comply with all record-keeping requirements of the General Land Office.
  - v. Environmental reviews and site-specific clearances
    - Conduct all required environmental reviews (Tier I and Tier II) and generate environmental clearance reports for each applicant file.
  - vi. Offer package generation, approval, and mailing
    - Notify subrecipient that offer packages are ready, and use independently procured appraisals to determine the fair market value of buyout properties.
    - Generate and mail offer packages upon the subrecipient approval.
  - vii. Offer meeting
    - Schedule and conduct offer meetings with property owners to discuss their options; accept, appeal or decline.
    - If the owner decides to appeal, the case manager will provide advisory services to guide owner through appeal process.
    - If the owner accepts, a contract of sale will be signed at the offer meeting.
  - viii. Closing
    - Coordinate with property owner and subrecipient's procured title company to ensure the clear passage of title.
    - Assist property owner with relocation arrangements and schedule real estate closing.
  - ix. Draw/funding requests
    - Assist subrecipient with GLO draw requests, funding requests, wire tracking, and coordinating program activities to align with funding schedule.
  - x. File, audit, closeout, and demolition
    - Complete final audit to ensure all procedures were properly followed.

- Transfer physical files to subrecipient and complete remaining data entry.
- Provide procured demolition contractor with property access.

f) Environmental Services

- i. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
- ii. If necessary, conduct tiered environmental review and submit broad and site-specific environmental reviews as required by 24 CFR Part 58.
- i. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
- ii. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
- iii. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;
- iv. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- v. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
- vi. Complete and submit the environmental review into GLO's system of record;
- vii. At least one site visit to project location and completion of a field observation report;
- viii. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
- ix. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- x. Process environmental review and clearance in accordance with NEPA;
- xi. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- xii. Prepare and submit Monthly Status Report; and
- xiii. Participate in regularly scheduled progress meetings.

# Planning Services Rating Sheet

Grant Recipient: \_\_\_\_\_ Program: \_\_\_\_\_  
 Evaluator's Name: \_\_\_\_\_ Date of Rating: \_\_\_\_\_

**Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.**

**Experience**

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1 Hazard Mitigation Planning: develop or update base mapping, land use, comprehensive plans, water and wastewater system studies, streets and drainage studies, capital improvement studies with good financial analyses, etc.	10	_____
2 Familiarity with this region of the state, ability to communicate and encourage citizen involvement	5	_____
3 Building codes, flood prevention and zoning codes	5	_____
4 Project management	10	_____
<b>Subtotal, Experience</b>	30	_____

**Comments:**

**Work Performance**

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1 Facilitates completion of activities on schedule	5	_____
2 Capacity to complete number and quality maps	5	_____
3 Capacity to schedule, coordinate and facilitate workshop meetings	5	_____
4 References from current/past clients	10	_____
<b>Subtotal, Work Performance</b>	25	_____

**Comments:**

**Capacity to Perform**

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1 Staffing level/experience of staff, special skills	15	_____
2 Adequacy of resources and understanding of the CDBG MIT Program	15	_____
<b>Subtotal, Capacity to Perform</b>	30	_____

**Comments:**

**Affirmation Action**

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
Firm is a Historically Underutilized Business (Include Comptroller Cert in Proposal)	10	_____
<b>Subtotal, Proposed Cost</b>	10	_____

**Proposed Cost**

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
Proposed cost is in line with independent estimate and compared with all cost proposals received	5	_____
A = Lowest Proposal \$ _____ B = Respondent's Proposal \$ _____ $A \div B \times 5 = \text{Respondent's Score}$		
<b>Subtotal, Proposed Cost</b>	5	_____

**TOTAL SCORE**

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
.. Experience	30	_____
.. Work Performance	25	_____
.. Capacity to Perform	30	_____
.. Affirmation Action	10	_____
.. Proposed Cost	5	_____
<b>Total Score</b>	<b>100</b>	_____

**Cost of Services: Planning Services**

**To be completed by proposing firm:**

Indicate **No Cost Proposal** if your firm is not proposing for the services/activities specified on this Cost of Services page.

Maximum amount of grant funds firm is able and/or willing to manage: \$ \_\_\_\_\_

Program	Proposed total not-to-exceed Cost of Services*
<b>Hazard Mitigation Plan</b>	\$ _____

\*GLO’s CDBG-MIT Action Plan established \$100,000 as the maximum grant award for an applicant to Update the County’s Hazard Mitigation Plan.

\*\*Indicate proposed cost for each activity, or “No Cost Proposal” for those activities not offered.

Please indicate the percentage of profit included in your proposed cost of services: \_\_\_\_%

## Appendix B – Proposal Verification

**Submittal Checklist:** (To determine validity of Proposal - all proposals received without the following items will be considered non-responsive and will be rejected. Forms from previous solicitations for goods or services will not be used in place of the required forms for this RFP)

- \_\_\_\_\_ Appendix A (Pages 9 through 20) must be completed, signed, and included in the Proposal submittal.
- \_\_\_\_\_ Appendix B (Pages 21 through 28) must be completed, signed, and included in the Proposal submittal.
- \_\_\_\_\_ Appendix C – Conflict of Interest Form (CIQ Form) (Page 29) must be completed, signed, and included in the Proposal submittal.
- \_\_\_\_\_ Appendix E – HB 89 Verification Form (Page 34) must be completed, signed, and included in the Proposal submittal.
- \_\_\_\_\_ Appendix F - Anti-Lobbying Certification (Page 35-36) must be completed, signed, and included in the Proposal submittal.
- \_\_\_\_\_ Certificate of Insurance showing Proof of Proposer’s Ability to Meet the Insurance Requirements (Page 26).
- \_\_\_\_\_ Signed Addendum(s) (If any are issued by Owner).

**All Proposals submitted to Caldwell County shall include this page with the submitted Proposal.**

<b>RFP Number:</b>	<b>RFP 24CCP01P</b>		
<b>Project Title:</b>	<b>CC HAZARD MITIGATION PLAN DEVELOPMENT SERVICES</b>		
<b>Submittal Deadline:</b>	<b>2 PM, June 3, 2024</b>		
<b>Submit hard-copies to:</b>	<b>MAIL:</b> Caldwell County Purchasing Dept: Attn: Carolyn Caro 405 E. Market St Lockhart, Texas 78644		<b>HAND DELIVER:</b> Caldwell County Purchasing Dept: Attn: Carolyn Caro 405 E. Market St Lockhart, TX 78644
	<b>Proposer Information:</b>		
<b>Proposer’s Legal Name:</b>			
<b>Address:</b>			
<b>City, State &amp; Zip</b>			
<b>Federal Employers Identification Number #</b>			
<b>Proposer’s Point of Contact:</b>			
<b>Phone Number:</b>		<b>Fax Number:</b>	
<b>E-Mail Address:</b>			
<b>Proposer Authorization</b>			
<p>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.</p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____ (day) of _____ (month), _____ (year)</p>			

**Appendix B – Proposal (continued)**

**I. CONTRACT AWARD INFORMATION:**

**1. Term of Contract**

Any contract resulting from this RFP shall be effective for the duration of the development and writing of the updated Hazard Mitigation Plan and until the acceptance of the Hazard Mitigation Plan by FEMA.

**2. Trade Secrets and/or Confidential Information**

Trade Secrets and/or Confidential Information: This Proposal **(does) (does not) (circle one)** contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

**3. Federal, State and/or Local Identification Information**

- 1) Centralized Master Proposers List registration number: \_\_\_\_\_
- 2) Prime contractor HUB / MWBE registration number: \_\_\_\_\_
- 3) Employer Identification Number (EIN)/Federal Tax Identification Number: \_\_\_\_\_
- 4) An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.

**II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:**

**1. Standard Terms and Conditions**

- A. Taxpayer Identification: Proposers must provide the County with a current W-9 before any goods or services can be procured from the Proposer.
- B. Governing Law and Venue: All Proposals submitted in response to this solicitation and any resulting contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. Any legal or equitable actions arising from this request for Proposals or any resulting contract shall be brought before an appropriate court located in Caldwell County.
- C. Resolution of Program Non-compliance and Disallowed Costs: In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal I, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties

may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits or any other item of concern to the parties. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

D. Termination for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the County for cause:

- i. The successful Proposer fails to perform in accordance with the provisions of these specifications; or
- ii. The successful Proposer violates any of the provisions of these specifications; or
- iii. The successful Proposer disregards laws or regulations of any public body having jurisdiction; or
- iv. The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the County.
- v. If one or more of the events identified in Subparagraphs I (i) through (iv) occurs, the County may terminate the contract by giving the successful Proposer seven (7) Calendar days written notice. In such case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
- vi. When the contract has been so terminated by the County, such termination shall not affect any right or remedies of the County then existing or which may thereafter accrue.

A "Termination for Cause" clause will be added to the selected Proposer's contract with Caldwell County.

E. Termination for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory.

A "Termination for Convenience" clause will be added to selected Proposer's contract with Caldwell County.

F. Mediation: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

G. 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 party's 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. Determination of force majeure shall rest solely with Caldwell County.

H. Compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or a Proposal for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant

or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- I. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- J. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387): Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- K. Affirmative Action/EOE: Caldwell County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u) as amended. See Appendix F - Caldwell County Section 3 Resolution. During the performance of an awarded contract, the contractor agrees as follows:
  - 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places. Available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - 3. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This Provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.



4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
9. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
10. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
11. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the

applicant agrees that if it fails or refuses to comply with these undertakings. the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

12. Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause 1n each of its nonexempt subcontracts.

- L. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by Caldwell County, payment terms for the County are Net 30 days upon receipt of invoice after receipt of goods or services. Pay applications must be submitted to the Caldwell County Purchasing Department for approval and processing for payment. Caldwell County will pay based on percentage of completion at the time of pay application submission pending verification from the Caldwell County Unit Road Department. Final approval will be based on an inspection of the project for verification of compliance with all aspects of the scope of work listed within Appendix A of this RFP. The work performed in accordance with this contract shall be paid for using unit pricing. This price is full compensation for all task listed in the Proposal submitted by the vendor and must include all necessary fees and charges needed to complete this work. Caldwell County will NOT pay any fees to the vendor other than the agreed upon Proposal price.
- M. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of County and in accordance with the manufacturers specifications, terms, and conditions of the scope of work (Appendix A), and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- N. Funding: State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.
- O. Taxes: The County is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a Proposer's invoice, they will not be paid.
- P. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as County may require:
  - 1. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
  - 2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
  - 3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

Contractor shall submit proof to Caldwell County that said contractor has the ability to meet all insurance requirements listed above.

Q. Indemnification: Proposer agrees to defend, indemnify and hold harmless the County of Caldwell, all of its officers, agents, employees, appointees and volunteers from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs, related expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Proposer's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the Proposer, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the Proposer and County, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**\*\*THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY\*\***

## RFP ACKNOWLEDGMENT

IN SUBMITTING A RESPONSE TO THIS RFP, THE PROPOSER AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY, THE COUNTY'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF THE COUNTY'S GOVERNING BODY IN CONNECTION WITH OR ARISING OUT OF THIS RFP, INCLUDING, THE ADMINISTRATION OF THE RFP, THE BASIS FOR SELECTION, THE EVALUATIONS OF THE RESPONSES, THE METHOD USED FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE RESPONSES OR EVALUATIONS. THE SUBMISSION OF A PROPOSAL CONSTITUTES THE ACCEPTANCE BY THE PROPOSER OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFP. THE PERSON SIGNING ON BEHALF OF PROPOSER CERTIFIES THAT THE SIGNER HAS AUTHORITY TO SUBMIT THE PROPOSAL ON BEHALF OF THE PROPOSER AND TO BIND THE PROPOSER TO ANY RESULTING CONTRACT

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL REQUIREMENTS SET FORTH IN THIS REQUEST FOR PROPOSALS:

---

*Authorized Signatory for Proposer:*

---

*Name of Company:*

---

Date:

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

## For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

### OFFICE USE ONLY

Date Received

**1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

**7**  
\_\_\_\_\_  
Signature of vendor doing business with the governmental entity      \_\_\_\_\_  
Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

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

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

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

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

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
  - (i) a contract between the local governmental entity and vendor has been executed;
  - or
  - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

- (1) the date that the vendor:
  - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - (B) submits to the local governmental entity an application, response to a request for proposals or Proposals, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
  - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  - (B) that the vendor has given one or more gifts described by Subsection (a); or
  - (C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

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.

Table with 4 columns: Name of Interested Party, City, State, Country (place of business), and Nature of Interest (Controlling, Intermediary). Includes a large watermark: 'Must file online at www.ethics.state.tx.us/File'

5 Check only if there is NO Interested Party. [ ]

6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_ (street), \_\_\_\_\_ (city), \_\_\_\_\_ (state), \_\_\_\_\_ (zip code), \_\_\_\_\_ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (month) (year)

Signature of authorized agent of contracting business entity (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

## Implementation of House Bill 1295

### Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added [section 2252.908](#) of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

### Changed or Amended Contracts:

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

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules ([Chapter 46](#)) to implement the law. The Commission does not have any additional authority to enforce or interpret [section 2252.908](#) of the Government Code.

### Filing Process:

A business entity must use the [Form 1295 filing application](#) the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a “certification of filing.”

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

### Acknowledgement by State Agency or Governmental Entity:

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission’s filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

## Changes to Form 1295

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

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education;



- A contract related to health and human services if: o the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;\*
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;\* or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.\*

The newly exempt contract types are marked with an asterisk.

Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?

In 2017, the legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.

Will my date of birth and address appear on the TEC’s website when I file the form?

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at \*10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here).

House Bill 89 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (hereafter referred to as company)

being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- 1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with Caldwell County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

**CERTIFICATION REGARDING LOBBYING**

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

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

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

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

CERTIFIED BY: (type or print) \_\_\_\_\_

TITLE: \_\_\_\_\_

(signature) \_\_\_\_\_

(date) \_\_\_\_\_

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b>                  a. contract                  _____ b. grant                  c. cooperative agreement                  d. loan                  e. loan guarantee                  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>                  a. Proposal/offer/application                  _____ b. initial award                  c. post-award</p>	<p><b>3. Report Type:</b>                  a. initial filing                  _____ b. material change  <b>For material change only:</b>                  Year _____ quarter _____                  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>                  _____ Prime _____ Subawardee                  Tier _____, if Known:   <b>Congressional District, if known:</b></p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b></p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b>                   CFDA Number, <i>if applicable</i>: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b>                  \$</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i>  <i>(last name, first name, MI):</i></p>	
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No.:</b> _____ <b>Date:</b> _____</p>	
<p><b>Federal Use Only</b></p>	<p><b>Authorized for Local Reproduction                  Standard Form - LLL (Rev. 7-97)</b></p>	