



ATASCOSA COUNTY

REQUEST FOR PROPOSAL

25-1113 ATASCOSA COUNTY HAZARD MITIGATION PLAN UPDATE

**PROPOSALS DUE: 1:30 P.M. THURSDAY NOVEMBER 13,
2025**

PROPOSALS SHALL BE SUBMITTED TO:

**ATASCOSA COUNTY AUDITORS OFFICE
1 COURTHOUSE CIRCLE DRIVE, SUITE 105, JOURDANTON, TX
78026**

Atascosa County is an Affirmative Action/Equal Opportunity Employer. Atascosa County reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals.

The following Request for Proposal is made by Atascosa County on behalf of all local jurisdictions/municipalities located within Atascosa County.



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ATASCOSA COUNTY HAZARD MITIGATION PLAN UPDATE

The enclosed REQUEST FOR PROPOSAL and accompanying documents are for your convenience in submitting a sealed proposal for services for Atascosa County.

Proposals shall be received no later than:
1:30 p.m., Thursday November 13, 2025

MARK ENVELOPE:

PROPOSAL NO. 25-1113 RFP-ATASCOSA COUNTY HAZARD MITIGATION PLAN UPDATE

Atascosa County appreciates your time and effort in preparing a proposal. Please note that all proposals must be received at the designated location by the deadline shown. Proposals received after deadline will be returned unopened and shall be considered void and unacceptable. Opening of the submissions is scheduled to be held in the Atascosa County Auditor's Office at 1:35 p.m. located at 1 Courthouse Circle Drive, Suite 105, Jourdanton, TX 78026.

No pricing information will be announced.

PROPOSAL RESULTS WILL NOT BE GIVEN BY TELEPHONE.

IT IS UNDERSTOOD that Atascosa County reserves the right to accept or reject any and/or all proposals for any or all products and/or services covered in this proposal request and to waive informalities or defects in proposals or to accept such proposals as it shall deem to be in the best interest of Atascosa County.

NOTE - Any prospective firm agrees that neither it nor its Representative will contact any Atascosa County elected or appointed official, director, or other employee regarding this proposal. All comments, questions, and concerns must be submitted to the Auditor's Office for response. Any contact may be cause for disqualification.



GENERAL INFORMATION

Atascosa County, Texas, is requesting proposals from qualified Consultant/Contractor for procurement of professional services for comprehensive county-wide Hazard Mitigation Plan Update for all school districts and local jurisdictions within Atascosa County.

There is no express or implied obligation of Atascosa County to reimburse responding Consultant/Contractor for any expenses incurred in preparing proposals in response to this request for proposals.

SCHEDULE:

RFP Release	October 29, 2025
Proposals Due	By 1:30 p.m. on November 13, 2025
Public Opening	At 1:35 p.m. on November 13, 2025
Subcommittee Review and Evaluation	November 14, 2025
Recommendation to Atascosa County Commissioners Court	November 17, 2025
Anticipated Execution Date	November 17, 2025

*Dates listed are subject to change.

SUBMISSION OF PROPOSALS:

One (1) original bound proposal document, one (1) unbound copy of the proposal document. Submission shall be in a delivered sealed envelope to the Atascosa County Auditor's Office. Outside of envelope shall have the proposal number and name marked clearly on the envelope or label. A submission received without this information may be considered to be non-responsive and returned to sender as a disqualified submission.

Proposal contents considered confidential or proprietary by the Consultant/Contractor shall be clearly identified and subject to confirmation by the Atascosa County Auditor's Office.

Atascosa County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time in the office of the Atascosa County Auditor's Office shall be the official time of receipt.

ALL PAGES OF THIS PROPOSAL PACKET MUST BE SUBMITTED TO BE CONSIDERED A RESPONSIVE SUBMISSION.



TERMS AND CONDITIONS

CONTRACT TERM: The contract term for the Hazard Mitigation Plan Update shall be effective from date of Commissioners Court award through sign off completion by the Emergency Management Coordinator. The contract may be extended with agreement between Atascosa County and Consultant/Contractor. Contract extensions, if any, shall be by mutual agreement and shall be set forth in writing. Cessation of the contract by Atascosa County does not release Consultant/Contractor from all obligations imposed during the contract term and Consultant/Contractor shall continue to honor requirement to Atascosa County. Time is of the essence in the completion of the contract.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with thirty (30) days' written notice to the Atascosa County Auditor's Office prior to any cancellation. The successful Consultant/Contractor must state therein the reasons for such cancellation. Atascosa County reserves the right to award cancelled contract to next most qualified and responsive Consultant/Contractor as it deems to be in the best interest of the County.

NOTICE: Any notice provided by this proposal (or required by Law) to be given to the successful proposer by Atascosa County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Floresville, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful proposer at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

COMMUNICATION: All communications, including requests for clarification, must be sent in writing via email to the Atascosa County Auditor Tracy Barrera, tbarrera@co.atascosa.tx.us Voicemails will not be returned. Non-compliance may cause disqualification.

CONTRACT ADMINISTRATOR: Under this contract, Atascosa County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator may serve as liaison between Atascosa County Auditor's Office (which has the overall contract administration responsibilities) and the successful Consultant/Contractor.



LATE PROPOSALS: Proposals received in the Atascosa County Auditor's Office **after submission deadline will be considered void and unacceptable.** Atascosa County is not responsible for lateness of mail, electronic systems failure, carrier, etc. and time/date stamp in the Auditor's Office shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any inter-lineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

ADDENDA/AMENDMENTS: Atascosa County will issue replies and any other changes by addendum (amendment) and email them to all proposers and post them on the Atascosa County website under bids

Only responses by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. The Consultant/Contractor must acknowledge receipt of all addenda by completing and attaching Addendum Response Form with the submission package.

Atascosa County reserves the right to withdraw the RFP at any time for any reason and to issue clarifications, modifications, and /or addenda, as it may deem appropriate.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or cancelled by the Consultant/Contractor without the permission of the Atascosa County Auditor's Office for a period of ninety (90) days following the date designated for the receipt of proposals, and Consultant/Contractor so agrees upon submittal.

SALES TAX: Atascosa County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in proposals tendered. Proposed prices offered must be complete and all inclusive. Atascosa County will not pay additional taxes, surcharges or other fees not included in purposed prices.

REJECTIONS: Atascosa County reserves the right to accept or reject, in whole or in part, any of all submittals stemming from this RFP.

CHANGE ORDERS AFTER CONTRACT AWARD: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the contractor/consultant and agreed upon by both parties.



PURCHASE ORDER/CONTRACT: A purchase order or contract shall be generated by Atascosa County to the successful proposer. The purchase order or contract number must appear on all itemized invoices and packing slips. Atascosa County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

INVOICES shall show all information as stated above, shall be issued for each purchase order and shall be mailed directly to the Atascosa County Auditor's Office, 1 Courthouse Circle Drive, Suite 105, Jourdanton, Texas 78026 or emailed to auditor@co.atascosa.tx.us

PAYMENT will be made upon receipt and acceptance by the County of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.

Consultant/Contractor represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Texas Government Code, § 2262.051(d)(1), 2252.908, 2254.032, 2261.252(b)

GOVERNING LAW AND VENUE: The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Atascosa County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency.

FOREIGN TERRORIST ORGANIZATIONS: Consultant/Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

EXCLUDED PARTIES: Consultant/Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.



BOYCOTTING ISRAEL: Consultant/Contractor certifies that Consultant/Contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation.

ETHICS: Consultant/Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response. Atascosa County employees shall not offer or accept gifts or anything of value nor enter any business arrangement with the Vendor.

ASSIGNMENT: Consultant/Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from Atascosa County. Any attempted assignment in violation of this provision is void and without effect.

ANTITRUST: Consultant/Contractor affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response, neither I nor any representative of the Consultant/Contractor have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response, neither I nor any representative of the Consultant/Contractor have violated any federal antitrust law; and (3) neither Consultant/Contractor nor any representative of the Consultant/Contractor have directly or indirectly communicated any of the contents of this Response to a competitor of the Consultant/Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Consultant/Contractor.

INDEMNIFICATION: Consultant/Contractor agrees to indemnify and save harmless Atascosa County from any and all claims, causes of action and damages of every kind, for injury to or death of any person and damages to property arising out of and including acts or omissions of Atascosa County in connection with said contract.

Consultant/Contractor shall defend, indemnify and hold harmless Atascosa County from and against all damages, claims, losses, demands, suits, judgements, and cost, including reasonable attorney's fees and expenses, arising out of our resulting from the performance of the work, provided that any such damage, claims, loss, demand, suit judgement, cost or expense:

- a. is attributable to bodily injury, sickness, disease or death, or injury to, or destruction of, property, including the loss of use resulting there from; or
- b. is caused in whole or in part by any negligent act or omission of the



Consultant/Contractor and/or subcontractor or anyone directly or indirectly employed by the Consultant/Contractor and/or subcontractor, regardless of whether or not it is caused in part by a party indemnified hereunder.

INSURANCE: Before commencing work, the successful proposer shall be required, at his own expense, to furnish the Atascosa County Auditor's Office, within ten (10) days of notification of award, certified copies of all insurance policies showing the following insurance coverage to be in force throughout the term of the contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, (\$1,000,000 products/completed operations aggregate). Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder. Coverage must be written on an occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit. A per-project aggregate endorsement must be included.

(b) Workers Compensation insurance at statutory limits, including employer's liability coverage at minimum limits of \$500,000 per-occurrence each accident/\$500,000 by disease per- occurrence/\$500,000 by disease aggregate. Substitutes for genuine Workers' Compensation Insurance will not be allowed.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage. The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The successful bidder may maintain reasonable and customary deductibles, subject to approval by Atascosa County.

A comprehensive general liability insurance form may be used in lieu of a commercial general liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 per-occurrence, combined single limit; and coverage must



include a broad form comprehensive general liability endorsement, coverage for products/completed operations, and broad form contractual liability covering the obligations included in the contract.

With reference to the foregoing insurance requirement, the successful bidder shall specifically endorse applicable insurance policies as follows:

- 1) Atascosa County shall be named as an additional insured with respect to general liability.
- 2) All liability policies shall contain cross liability and severability of interest clauses.
- 3) A waiver of subrogation in favor of Atascosa County shall be contained in the worker's compensation, general liability, and automobile liability coverage.
- 4) All insurance policies shall be endorsed to require the insurer to immediately notify Atascosa County of any material change in the insurance coverage.
- 5) All insurance policies shall be endorsed to the effect that Atascosa County will receive at least sixty (60) days' notice prior to cancellation, non-renewal or termination of the insurance.
- 6) All copies of Certificates of Insurance shall reference the project/contract number for which the insurance is being supplied.

All insurance shall be purchased from an insurance company that meets the following requirements:

- 1) A financial rating of A: VII or better as assigned by the BEST Rating Company.
- 2) Licensed and admitted doing business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas State Board of Insurance.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

- 1) The company is licensed and admitted to do business in the State of Texas and is a subscriber to the State Guaranty Fund if applicable.
- 2) The insurances set forth by the insurance company are underwritten on forms which have been approved by the Texas State Board of Insurance.
- 3) The company sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- 4) The company shall specifically set forth the notice of cancellation or termination provisions to Atascosa County.



Contractor shall furnish Atascosa County Auditor's Office with certification of insurance evidencing such coverages and endorsements at least ten (10) business days prior to commencement of services under this contract.

BUY AMERICAN: As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). (210.21(d) is the Buy American Provision)

SAM REGISTRATION: A SAM registration is REQUIRED for any entity to propose on and get paid for federal contract or to receive federal funds. These include for profit businesses, nonprofits, government contractor, government subcontractors, state governments, and local municipalities. Please refer to the website for details.

<https://usfcr.com/> or <https://usfcr.com/registrations/about-sam/>

FORCE MAJEURE: Neither Respondent nor Agency shall be liable to the other for any delay in, nor failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

PUBLIC INFORMATION ACT: Respondent understands that Agency will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the County pursuant to the contract, and not otherwise accepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the County. TEX GOVT CODE § 2252.907



SUSPENSION AND DEBARMENT: Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency. TEX GOVT CODE § 2155.077

INTELLECTUAL PROPERTIES: Atascosa County reserves the right to retain all physical and intellectual properties associated with this contract. The Consultant/Contractor may not make, sell, or loan copies of any portion of or completed format of the comprehensive Atascosa County HAZARD MITIGATION PLAN UPDATE including data collected, maps, or other visuals without the written consent of Atascosa County.

ASSIGNMENT: Consultant/Contractor shall not assign or subcontract any portion of its obligations under the contract without the prior written consent of Atascosa County. Assignment or subcontracting shall in no way relieve the Consultant/Contractor of any of its obligations under this RFP.

ERRORS AND OMISSIONS: Consultant/Contractor is not allowed to take advantage of any errors or omissions in the specification. Consultant/Contractors shall notify Atascosa County of error or omissions via email immediately after discovery.

AUDITED FINANCIAL STATEMENT: Atascosa County may at any given time ask for audited financial statement. Requested financial statements shall be interpreted by Atascosa County as one which includes the fiscal year ending nearest to the proposal due date.

EQUAL EMPLOYMENT OPPORTUNITY: The independent contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religious or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business). The independent contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on behalf of the independent contractor, shall state that all qualified applicants shall receive consideration for employment without regard to race, color, creed, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religious or political belief.

EQUAL ACCESS: The independent contractor shall provide the services without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap or age.



EVALUATION CRITERIA

ATASCOSA COUNTY may award a contract to the Consultant/Contractor demonstrating the most complete response and full compliance with the whole of the specifications contained in the RFP, based upon ATASCOSA COUNTY'S judgment of the proposal most suitable for its present and contemplated future needs. ATASCOSA COUNTY reserves the right to offer an award based on any combination of factors, as it determines to be in its best interests and its residents, which may include but not be limited to the following:

Applicable related experience	40%
Creditable client references, Consultant/Contractor background, Personnel background, organizational structure, Financial background	25%
Cost	20%
Production schedule for contract	15%
Total	100%



ATASCOSA COUNTY HAZARD MITIGATION PLANNING UPDATE

Introduction:

Atascosa County desires to prepare and obtain General Land Office (GLO) approval of a Plan Update from their original Multijurisdictional Hazard Mitigation Plan approved by FEMA for Atascosa County Hazard Mitigation Plan. Atascosa County is in South Central Texas south of Bexar County. The county seat of Atascosa County is Jourdanton. The county wide population is estimated to be 52,783 residents (for 2024) covering nearly 1,221 square miles, of which 1219.5 square miles is land and 1.9 square miles is water. According to the 2022 American Community Survey (ASC), the median income for a household in Atascosa County is \$69,413 (as of 2023). The per capita income for the county was \$28,648. Three highly vulnerable demographic groups are identified to be more susceptible to hazards events than the general population. Those groups are:

- Elderly, persons 65 years of age or older make up nearly 14.8% of the population (2022 estimate).
- Low-income persons (all ages) whose household income is below the poverty level, make up 16.2% of the population (2023 estimate).
- The disabled, incapacitated either by physical or mental injury, make up 12% to 15% of the population.

As of the 2020 census, in Atascosa County the population was 48,981, but the population is expected to increase by 22.73% to an estimated population of 60,114 by the 2030 census. As of the 2020 census, in Atascosa County the number of households was 18,777. Using the projected population increase, the need for new housing units would range from 4,000 to 5,000 by the 2023 census. This predicted growth is credited to the ever-growing San Antonio Metropolis, the ease of access to Interstate-37 and Interstate-35 just west.

<u>Jurisdictions</u>	<u>School Districts</u>
Atascosa County City of Poteet City of Charlotte City of Jourdanton City of Pleasanton City of Lytle	Poteet ISD Charlotte ISD Jourdanton ISD Pleasanton ISD Lytle ISD



1. Scope of Work:

a. Atascosa County desires to contract with a qualified consultant to assist the staff in the development of an Atascosa County Hazard Mitigation Action Plan Update ["Plan Update"] of their original Plan approved by FEMA. The Plan Update will set the stage for long-term in disaster resistance through the identification of mitigation actions. The purpose of the Plan Update is to reduce potential losses from future disasters. The Plan will identify natural hazards that impact the county, participating jurisdictions and school districts. It will focus on mitigation strategies and measures, and establish a coordinated process for implementation. The development of this plan is an effort to reduce suffering, loss of life and damage to property resulting from hazardous conditions in Atascosa County.

b. The proposed Atascosa County Hazard Mitigation Action Plan Update will cover the unincorporated areas of the county, its four incorporated communities and four independent school districts. Representatives from all participating jurisdictions and school districts have been named to the Atascosa County Mitigation Planning Committee. Atascosa County will provide the Consultant/Contractor with electronic copies of the MOUs and a list of the Committee members and their contact information upon award of contract.

2. Critical Requirements:

a. The finished Plan Update will meet or exceed the Final Rule of Local Mitigation Planning in 44CFR 201.6 at the time of issuance of this RFP and any other requirements as set out by state and federal law or regulation.

b. Natural hazards assessed by the plan will be coordinated with the current FEMA approved version of the State Hazard Mitigation Plan.

c. The Consultant/Contractor will submit the Plan Update (with all required supporting documentation) to the General Land Office (GLO). Upon notice, of any required changes or deficiencies which require correction, the Consultant/Contractor will re-submit the Plan Update to GLO with required changes no later than fourteen days of receipt of notice.



3. Consultant Services Requirements:

- a. Update, review and analyze existing natural hazards in the unincorporated areas of Atascosa County and any participating jurisdictions.
- b. Host a series of Atascosa County interactive workshops, to include, but not limited to mitigation strategy and capability and risk assessment workshops, which involve the identification and review of existing plans, policies and programs such as land use, plans, flood control programs, natural resource studies, subdivision regulations, post-disaster public assistance grants, and capital improvements plans.
- c. Collect and analyze data to evaluate the potential for natural hazards in the County. Information will be obtained on area history, property, status, infrastructure, land use and other relevant and related studies.
- d. Develop a draft copy of the updated Atascosa County Hazard Mitigation Plan for review by the County and State to include all required sections by GLO and input from the community. The Contractor/Consultant will submit to the state the final Plan Update for their review and approval. Within thirty days of receipt of GLO approval (pending adoption) of the Plan Update, the Contractor/Consultant will, with assistance from the Atascosa County, present the final Hazard Mitigation Action Plan Update to the governing bodies of participating jurisdictions and school districts for approval and adoption. Atascosa County will provide Consultant/Contractor with an approval and adoption resolution for the GLO approved Plan Update. Contractor/Consultant will submit all such adoption documentation of the Plan Update to GLO and obtain FINAL Plan Update approval as soon as practicable.
- e. Invoices will contain detailed and specific materials and labor costs, including the name and contact information of the personnel of Consultant/Contractor performing such labor. Invoices, withal supporting documentation will be submitted to Atascosa County at the following stages of the planning process. None of the four described invoicing periods will be in excess of twenty-five percent (25%) of the contracted amount.
 - i. Procurement Contract Documentation & Preliminary Draft HMP
 - 1. Proof of procurement and all associated required documentation



2. Preliminary Draft HMP
- ii. Approval Pending Adoption
 1. Draft Plan
 2. Official documentation/letter of GLO Approval
Pending Adoption status (APA Letter)
- iii. Approved Status
 1. Final HMP
 2. HMP Adoption Documentation
 3. Official documentation/letter verifying GLO Approval status
(APP Letter)

f. Provide 20 printed and bound copies of the final revised Atascosa County Hazard Mitigation Action Plan Update as well as electronic copies of the Plan Update in the following formats: pdf and Microsoft Word within 30 days of GLO final approval of the Plan Update.

4. Planning Process to Include Without Limitation:

a. Public Involvement: the planning process will be facilitated by the Consultant/Contractor in coordination with the County assigned emergency management staff, agencies, participating jurisdictions, and the community. The process will include an opportunity for public comments during the Plan Update's drafting stage and prior to Plan Update approval. At least two public meetings will be scheduled to allow input from the public. The public meetings will be advertised in the local newspapers. The County, in coordination with the consultant, will also provide an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development as well as businesses, academia and other private and non-profit interest to be involved in the planning process; and regulate development. Meetings as needed with the Atascosa County Hazard Mitigation Planning Committee will be held to gather data and information. These meetings will be conducted as needed by telephone, virtually, and in person.

b. Hazard Identification and Risk Assessment: The planning process will include an updated risk assessment that will provide factual basis for activities proposed to reduce losses from identified hazards. It will have sufficient information to enable the county and participating jurisdictions to identify and prioritize appropriate mitigation actions to reduce losses from identified hazards. The risk assessment will include a description of the jurisdiction's



vulnerability to the hazards described and the impact on the community. This task will be the responsibility of the consultant in coordination with the county's staff, the participating jurisdictions, and related agencies.

c. Mitigation Strategy: the Atascosa County Hazard Mitigation Team and the Consultant/Contractor will develop mitigation goals and strategies to reduce or avoid long-term vulnerabilities. The Plan will include the implementation of mitigation actions and how they will be prioritized, implemented, and administered by the County, other participating jurisdictions and school districts. The Atascosa County Hazard Mitigation Action Plan Update will be completed including GLO approval by April 1, 2026, unless written extension is provided to Consultant/Contractor by Atascosa County.

d. Plan Update review, Evaluation, and Implementation: The planning process will also review and incorporate, if appropriate, existing plans, studies, reports, and technical information. The County intends to utilize its Hazard Mitigation Team throughout the planning process, implementation, and maintenance of the County's Hazard Mitigation Action Plan Update. The Plan will include a maintenance process that describes the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle and include a process by which the County incorporates the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate. This task will be the responsibility of the County in coordination with participating jurisdictions and other related agencies. The County will continue public involvement in the maintenance of the plan by placing public notices in the newspaper, post plan on Atascosa County's website, on-going mitigation plan team meeting when possible and an annual review meeting.

e. Plan Adoption: The updated Atascosa County Hazard Mitigation Plan Update will be presented to the Atascosa County Commissioners Court for approval by the local emergency management staff. The County will adopt the Plan Update by Resolution and Order of the Court. For each participating jurisdiction and school district, the Plan Update will be presented to their governing body for approval by the Consultant/Contractor. Each participating jurisdiction and school district will adopt the Plan by a resolution.

PRICE:

LUMP SUM CONTRACTUAL FEE

\$_____



Vendor Disclosure

The information below is a requirement and must be completely filled out in order to be considered for award.

PREFERENTIAL REQUIREMENT: The County of Atascosa, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident proposer unless the non-resident's proposal is lower than the lowest proposal submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Article 601g V.T.C.S.). Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided:

1. Is your principal place of business in the State of Texas? Yes___ No___
If the answer to question 1 is "yes", no further information is necessary; if "no", please indicate:
 - a.) In which state is your principal place of business located

 - b.) If that state favors resident bidders (bidders in your state) by dollar increment or percentage:
Yes _____ No _____
 - c.) If yes, what is that dollar increment or percentage? \$_____ or _____ %



Personal or Business Conflicts of Interest

1. Are you in any way related to an elected or appointed Atascosa County Official?
Yes ___ No___ a. If your answer is “yes”, please describe the nature of the relationship.

2. Is any member of your family or extended family related to an elected or appointed Atascosa County Official? Yes_____ No_____
a. If your answer is “yes” please describe the nature of the relationship below:

3. Do you or any member of your family owe delinquent taxes to Atascosa County or any other Public or Federal agency? Yes. No_____
a. If your answer is “yes” please explain in full below:

4. Are any of your business partners or associates related to an elected or appointed Atascosa County Official? Yes_____ No_____
a. If your answer is “yes”, please describe the nature of the relationship.

5. Are any of your business partner’s or associates’ families or extended families related to an elected or appointed Atascosa County Official? Yes_____ No_____
a. If your answer is “yes”, please describe the nature of the relationship.

6. Do any of your partners or associates or any members of their family owe delinquent taxes to Atascosa County or any other Public or Federal agency? Yes____ No_____
a. If your answer is “yes” please explain in full.

7. Are you, your business partners or associates in any way (financially or otherwise) involved with an elected or appointed Atascosa County Official? Yes___ No_____
a. If your answer is “yes”, please describe the nature of the relationship.



References

List three (3) companies or governmental agencies where these items have been provided:

1. Company Name	
Address	
Contact Name	
Contact Phone	
Contact Email	

2. Company Name	
Address	
Contact Name	
Contact Phone	
Contact Email	

3. Company Name	
Address	
Contact Name	
Contact Phone	
Contact Email	



Signature Form

The undersigned, on behalf of and as the authorized representative of Proposer, agrees this proposal becomes the property of Atascosa County after the official opening.

The undersigned affirms that the Proposer has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling, and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.

The undersigned agrees, on behalf of Proposer that if this proposal is accepted, Proposer will furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this proposal will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this document as the contract. That this proposal has not been prepared in collusion with any other Proposer, nor any employee of Atascosa County, and that the contents of this proposal have not been communicated to any other Proposer or to any employee of Atascosa County prior to the official opening of this proposal.

By submitting a proposal in response to this solicitation, the Vendor certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities. In the event of placement on the list between the time of proposal submission and time of award, the Proposer will notify the Atascosa County Auditor's Office. Failure to do so may result in terminating this contract for default.

Vendor hereby assigns to Atascosa County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and understand the specifications and any attachments contained in this solicitation. ***Failure to sign and return this form will result in the rejection of the entire proposal.***

Signature

Atascosa County Judge

Printed Name

Printed – Weldon P. Cude

Date

Date



House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the

contract 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.

I, (authorized representative) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company name below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Representative

Title of Authorized Representative

Date



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

FORM CIQ

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

Name of signatory

Signature

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 bids, 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.



ADDENDA CHECKLIST

PROPOSAL OF: _____
Name of Company

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the 2022-13 RFP Packet. (Blanks are provided for any Addenda issued, if applicable)

Number 1 _____

Number 2 _____

Number 3 _____

Consultant/Contractor Signature:	
Printed Name:	
Title:	
Date:	
Contact Number:	
Contact Email:	
Website:	
Location Address:	



Planning Services Rating Sheet

Grant Recipient: _____

Program: CDBG-MIT LHMPP

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	_____
Subtotal, Experience	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	_____
Subtotal, Work Performance	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	_____
Subtotal, Capacity to Perform	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	_____
Subtotal, Proposed Cost	10	=====



Proposed Cost

Factors

Proposed cost is in line with independent estimate and compared with all cost proposals received

A = Lowest Proposal \$_____ A ÷ B X 5 = Respondent's Score

B = Respondent's Proposal \$_____

Max.Pts.

Score

5

Subtotal, Proposed Cost

5

TOTAL SCORE

Factors

Max.Pts.

Score

☐ Experience

30

☐ Work Performance

25

☐ Capacity to Perform

30

☐ Affirmation Action

10

☐ Proposed Cost

5

Total Score

100

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*
Hazard Mitigation Plan	\$

*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: ____%



Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

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

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

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

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

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

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date



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

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

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



9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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



Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

Type of Federal Action: a. contract ___ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: a. bid/offer/application ___ b. initial award c. post-award	Report Type: a. initial filing ___ b. material change
Name and Address of Reporting Entity: ___ Prime ___ Subawardee Tier ____, if Known: Congressional District, if known:	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
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.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	



REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained	2 CFR 200.333



	for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
--	--	--



None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) 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; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	2 CFR 200.321
None	Verification No Boycott Israel. As required by Chapter 2270, Government Code, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "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.	Texas Government Code 2270.002
None	Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, [Company] represents and certifies that, at the time of execution of this Agreement neither [Company], nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.	Texas Government Code 2252.152
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-MIT funds. If no such funds are awarded, the contract shall terminate.	Optional



EO Clause for Construction Contracts > \$10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>\$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this 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.	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)



	(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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge 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 (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section	
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	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. 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. 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. 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. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government	
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	contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [80 FR 54975, Sept. 11, 2015]	
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THRESHOLD	PROVISION	CITATION
>\$2,000	<i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i> Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>\$100,000	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.	2 CFR 200 APPENDIX II (E)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision	2 CFR 200 APPENDIX II (G)



	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).	
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
>\$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of	24 CFR §135.38



	the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201



LEGAL NOTICE

The Atascosa County Commissioners Court is requesting proposals for a consultant/firm to provide a Multi-Jurisdiction Hazard Mitigation Plan update and grant administration as related to grant funding from the General Land Office (GLO). Eligible proposals must be delivered in a sealed package or container. Clearly mark the exterior of the sealed package or container as "Proposal #: 25-1113 RFP - Atascosa County Hazard Mitigation Plan Update." Proposals must be submitted to Tracy Barrera, County Auditor, at 1 Courthouse Circle Drive, Suite 105, Jourdanton, TX 78026 by 1:30 p.m. on Thursday November 13, 2025. No facsimile transmittal or electronic proposals will be accepted. Proposals will be opened and publicly read in the Atascosa County Auditor's Office at 1:35 p.m. on the deadline date.

A copy of the Request for Proposals (RFP) may be obtained by contacting the Atascosa County Auditor's office at auditor@co.atascosa.tx.us or from the "Public Notices " web page on the Atascosa County website: <https://www.atascosacounty.texas.gov/page/atascosa.Public.Notices>

Proposals will be reviewed by the Atascosa County Commissioners Court and considered in a regular session to be held on Monday November 17, 2025 at 9:00 a.m. The Atascosa County Commissioners' Court reserves the right to reject in whole or in part any or all proposals, or to accept the proposal deemed to serve the best interest of the County and reserves the right to negotiate any final contract which may result from a successful proposal.

ATTENTION: CLASSIFIEDS

NOTICE TO PUBLISHERS: Please publish in your issue on **Wednesday October 29, 2025 and Wednesday November 5, 2025.**

BILL TO: ATASCOSA COUNTY AUDITOR, TRACY BARRERA

NEWSPAPER: PLEASANTON EXPRESS

DATE: October 28, 2025