



**WILSON COUNTY  
AUDITOR'S OFFICE**

**REQUEST FOR PROPOSAL**

**24-1003 WILSON COUNTY HAZARD MITIGATION PLAN UPDATE**

**PROPOSALS DUE: MONDAY, JUNE 10, 2024 9:00 A.M.**

**PROPOSALS SHALL BE SUBMITTED TO:**

**WILSON COUNTY AUDITORS OFFICE  
1420 3RD STREET, SUITE 109  
FLORESVILLE, TX 78114**

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

## TABLE OF CONTENTS

<b>Invitation</b>	<b>Page 2</b>
<b>General Information</b>	<b>Page 3</b>
<b>Terms and Conditions</b>	<b>Pages 4-10</b>
<b>Evaluation Criteria</b>	<b>Page 11</b>
<b>Introduction</b>	<b>Pages 12-13</b>
<b>Scope of Work</b>	<b>Pages 14-17</b>
<b>Vendor Disclosure</b>	<b>Pages 18-19</b>
<b>Reference Page</b>	<b>Page 20</b>
<b>Signature Form</b>	<b>Page 21</b>
<b>House Bill 89 Verification Form</b>	<b>Page 22</b>
<b>Certificate of Interested Parties</b>	<b>Page 23</b>
<b>Addenda Checklist</b>	<b>Page 24</b>
<b>Legal Notice</b>	<b>Page 25</b>



## WILSON 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 Wilson County.

Proposals shall be received no later than: 9:00 a.m., Monday, June 10, 2024

MARK ENVELOPE:

PROPOSAL NO. 24-1003 RFP-WILSON COUNTY HAZARD MITIGATION PLAN  
UPDATE

Wilson 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 Wilson County Commissioner's Court Room, Courthouse, 1420 3rd St, Floresville, Texas 78114 at the closing date and time. No pricing information will be announced.

PROPOSAL RESULTS WILL NOT BE GIVEN BY TELEPHONE.

IT IS UNDERSTOOD that Wilson 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 Wilson County.

NOTE - Any prospective firm agrees that neither it nor its Representative will contact any Wilson 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**

Wilson County, Texas, is requesting proposals from qualified Consultant/Contractor for procurement of professional services described herein for five year update and re-approval by FEMA of a comprehensive county-wide, Hazard Mitigation Plan for all school districts and local jurisdictions within Wilson County.

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

**SCHEDULE:**

RFP Release	May 22, 2024
Pre Bid Conference	June 3, 2024 in the County Courtroom from 10:00am-12:00pm
Proposals Due	June 10, 2024 prior to 9:00 AM
Public Opening	June 10, 2024 10:00 AM
Subcommittee Review and Evaluation	2 Weeks
Recommendation to Wilson County Commissioners Court	July 08, 2024
Anticipated Execution Date	July 08, 2024

\*Dates listed are subject to change.

**SUBMISSION OF PROPOSALS:**

One original unbound proposal document and one (1) unbound copy of the proposal document. Submission shall be in a delivered sealed envelope to the Wilson 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.

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

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

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 and shall not be longer than December 31, 2024. The contract may be extended with agreement between Wilson 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 Wilson County does not release Consultant/Contractor from all obligations imposed during the contract term and Consultant/Contractor shall continue to honor requirement to Wilson 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 a thirty (30) days written notice to the Wilson County Auditor's Office prior to any cancellation. The successful Consultant/Contractor must state therein the reasons for such cancellation. Wilson 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 Wilson 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 Wilson County Auditor's Office only at [btrevino@Wilsoncountytexas.gov](mailto:btrevino@Wilsoncountytexas.gov). Voicemails will not be returned. Non-compliance may cause disqualification.

**CONTRACT ADMINISTRATOR:** Under this contract, Wilson 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 Wilson County Auditor's Office (which has the overall contract administration responsibilities) and the successful Consultant/Contractor.

**LATE PROPOSALS:** Proposals received in the Wilson County Auditor's Office after submission deadline will be considered void and unacceptable. Wilson 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:** Wilson County will issue replies and any other changes by addendum (amendment) and email them to all proposers and post them on the Wilson County website under bids <https://www.co.wilson.tx.us>

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.

WILSON 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 Wilson 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:** Wilson 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. Wilson County will not pay additional taxes, surcharges or other fees not included in purposed prices.

**REJECTIONS:** Wilson 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 Wilson County to the successful proposer. The purchase order or contract number must appear on all itemized invoices and packing slips. Wilson 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 Wilson County Auditor's Office, 1420 3rd Street, Suite 109, Floresville, Texas 78114 or emailed to [auditor@Wilsoncountytexas.gov](mailto:auditor@Wilsoncountytexas.gov)

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 Wilson 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. Wilson County employees shall not offer or accept gifts or anything of value nor enter into 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 Wilson 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 Wilson 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 Wilson County in connection with said contract.

Consultant/Contractor shall defend, indemnify and hold harmless Wilson 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 Wilson 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 to 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 Wilson 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) Wilson 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 Wilson 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 Wilson County of any material change in the insurance coverage.
- 5) All insurance policies shall be endorsed to the effect that Wilson 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 to do 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 Wilson County.

Contractor shall furnish Wilson 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:** Wilson 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 Wilson COUNTY HAZARD MITIGATION PLAN UPDATE including data collected, maps, or other visuals without the written consent of Wilson County.

**ASSIGNMENT:** Consultant/Contractor shall not assign or subcontract any portion of its obligations under the contract without the prior written consent of Wilson 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 Wilson County of error or omissions via email immediately after discovery.

**AUDITED FINANCIAL STATEMENT:** Wilson County may at any given time ask for audited financial statement. Requested financial statements shall be interpreted by Wilson County as one which includes the fiscal year ended 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

WILSON 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 WILSON COUNTY'S judgment of the proposal most suitable to its present and contemplated future needs. WILSON 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%
<b>Total</b>	<b>100%</b>

**WILSON COUNTY  
HAZARD MITIGATION PLANNING UPDATE**

**Introduction:**

Wilson County desires to prepare and obtain FEMA approval of a Plan Update from their original Multijurisdictional Hazard Mitigation Plan approved by FEMA in 2020 to a Wilson County Hazard Mitigation Plan.

Wilson County is located in South Central Texas just east of Bexar County.

The county seat of Wilson County is Floresville. The county wide population is estimated to be 54,183 (for 2023) residents covering nearly 808 square miles, of which 804 square miles is land and 4 square miles is water. According to the 2022 American Community Survey, the median income for a household in Wilson County is \$89,708, and the median household income for a family is \$103,034. Males have a median income of \$61,932 versus \$38,193 for females. The per capita income for the county was \$40,952. 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 17% of the population.
- Low-income, persons whose household income is below the poverty level, make up 10.5% of the population.
- The disabled, incapacitated either by physical or mental injury, make up 12% of the population.

As of the 2020 census, there were 49,753 people, 11,028 households, in Wilson County but those numbers are expect to increase by 9.5% to 54,479 by the 2030 census. This predicted growth is credited to the ever-growing San Antonio Metropolis and the ease of access to Interstate-35 and Interstate-10.

<u>Jurisdiction</u>	<u>School Districts</u>
Wilson County City of Floresville City of La Vernia City of Stockdale City of Poth	Floresville ISD La Vernia ISD Stockdale ISD Poth ISD

**1. Scope of Work:**

a. Wilson County desires to contract with a qualified consultant to assist the staff in the development of a Wilson County Hazard Mitigation Action Plan Update [“Plan Update”] of their original Plan approved by FEMA in 2020. 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 Wilson County.

b. The proposed Wilson 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 Wilson County Mitigation Planning Committee. Wilson 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 Plan Update will be completed, including full FEMA approved, no later than January 31, 2025, unless extended by Wilson County in writing.

d. The Consultant/Contractor will submit the Plan Update (with all required supporting documentation) to the Texas Division of Emergency Management [“TDEM”] no later than October 01, 2024. Upon notice from TDEM or FEMA of any required changes or deficiencies which require correction, the Consultant/Contractor will re-submit the Plan Update to TDEM 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 Wilson County and any participating jurisdictions.

b. Host a series of Wilson 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 Wilson County Hazard Mitigation Action Plan for review by the County and State to include all required sections by FEMA 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 FEMA approval (pending adoption) of the Plan Update, the Contractor/Consultant will, with assistance from the Wilson County, present the final Hazard Mitigation Action Plan Update to the governing bodies of participating jurisdictions and school districts for approval and adoption. Wilson County will provide Consultant/Contractor with an approval and adoption resolution for the FEMA approved Plan Update. Contractor/Consultant will submit all such adoption documentation of the Plan Update to FEMA 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 will be submitted to Wilson 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 TDEM/FEMA Approval  
Pending Adoption status (APA Letter)
- iii. Approved Status

1. Final HMP
2. HMP Adoption Documentation
3. Official documentation/letter verifying TDEM/FEMA Approval status (APP Letter)

f. Provide 20 printed and bound copies of the final revised Wilson 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 FEMA 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 Wilson 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.

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, participating jurisdictions, and related agencies.

b. Mitigation Strategy: the Wilson 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 Wilson County Hazard Mitigation Action Plan Update



will be completed including FEMA approval by April 1, 2025, unless written extension is provided to Consultant/Contractor by Wilson County.

c. 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 Wilson County's website, on-going mitigation plan team meeting when possible and an annual review meeting.

d. Plan Adoption: The updated Wilson County Hazard Mitigation Action Plan Update will be presented to the Wilson 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 Wilson, 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 \_\_\_\_\_
  
- 2.) 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 Wilson 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 Wilson 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 Wilson 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 Wilson 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 Wilson 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 Wilson 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 Wilson County Official? Yes\_\_\_\_\_ No\_\_\_\_\_

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 Wilson 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 Wilson County, and that the contents of this proposal have not been communicated to any other Proposer or to any employee of Wilson 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 Wilson County Auditor's Office. Failure to do so may result in terminating this contract for default.

Vendor hereby assigns to Wilson 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

\_\_\_\_\_  
Wilson County Judge

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed – Henry L. Whitman, Jr.

\_\_\_\_\_  
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



**CERTIFICATE OF INTERESTED PARTIES**  
(Texas Ethics Commission Form 1295)

Respondent must use the Texas Ethics Commission electronic filing web page to complete the most current form. [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)

Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and Wilson County.

**Certificate of Interested Parties will only be submitted by Contractor to Wilson County.**

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.			
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
<b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<div style="border: 1px solid black; padding: 5px; display: inline-block;">SAMPLE ONLY</div>			
<b>5</b> Check only if there is NO Interested Party. <input type="checkbox"/>			
<b>6 AFFIDAVIT</b> <span style="float: right; font-size: small;">I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.</span>			
_____ Signature of authorized agent of contracting business entity			
<small>AFFIX NOTARY STAMP / SEAL ABOVE</small>			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.			
_____ <small>Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</small>			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			



### 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:	



## LEGAL NOTICE

By order of the Commissioners' Court of Wilson County, Texas, the County Auditor will be accepting sealed proposals for the Wilson County Hazard Mitigation Plan. Proposals will be received at the Wilson County Auditor's Office until Monday, June 10, 2024, by 9:00 AM. Any proposals received after closing time will be returned unopened. Complete proposal specifications are available at the Wilson County Auditor's Office or on Wilson County's website: [https://www.co.wilson.tx.us/page/wilson.Bids\\_RFPs](https://www.co.wilson.tx.us/page/wilson.Bids_RFPs) . Sealed proposals must be addressed to Wilson County Auditor's Office, 1420 3<sup>rd</sup> Street, Suite 109, Floresville, Texas 78114. Proposals must be in an envelope plainly marked "**Proposal No. 24-1003 RFP– Wilson County Hazard Mitigation Plan Update**". No electronic proposals will be accepted. A pre-bid conference will be held on Monday, June 3, 2024 in the Wilson County Courtroom located at 1420 3<sup>rd</sup> Street, Floresville, TX 78114 at 10:00 AM. Proposals will be opened in the Wilson County Courtroom located at 1420 3<sup>rd</sup> Street, Floresville, Texas 78114, on Monday, June 10, 2024 at 10:00 AM. Wilson County reserves the right to reject any and all proposals. Wilson County encourages Historically Underutilized Businesses to submit a sealed proposal.

**ATTENTION: CLASSIFIEDS**

**BILL TO: WILSON COUNTY**  
Auditor office

**NOTICE TO PUBLISHERS:** Please publish in your issue on **Wednesday May 22, 2024 and Wednesday May 29, 2024**

**NEWSPAPER: Wilson County New**

**DATE: May 15, 2024**