

Comal County, Texas
RFP #2017-3301



**REQUEST FOR SEALED PROPOSALS (RFP) FOR PUBLIC
IMPROVEMENT DISTRICT ADMINISTRATION**

**RFP SUBMITTALS DUE:
May 17, 2017, 2:00 p.m. CST**

**COMAL COUNTY
REQUEST FOR PROPOSAL**

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying documents are for your convenience in submitting a proposal for the enclosed referenced products and/or services for COMAL COUNTY.

IMPORTANT PROPOSAL DATES:

DUE DATE: **May 17, 2017 AT 2:00 P.M., CST** *(Responses received after this time and date will not be considered.)*

Offeror shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.

RETURN OFFER TO (Hand Delivery, Mailing Address, or Overnight Delivery):

ADDRESS:

RAMONA WOMACK, CPPO, CPPB
COUNTY PURCHASING DIRECTOR
1297 CHURCH HILL DRIVE
NEW BRAUNFELS, TEXAS 78130

Please note that all offers **must be received at the designated location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable in accordance with state law.

COMAL COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this RFP which may have influenced your decision to "No Offer". If your response to this RFP is a "No Bid" response, please complete the Statement of No Bid in this RFP and submit.

Any prospective Bidder/Offeror desiring any explanation or interpretation of the solicitation must make a written request at least five (5) days prior to the scheduled time for the bid/offer opening. The request must be addressed to Ramona Womack, County Purchasing Director, at the address stated above or faxed to (830) 608-2031. Any information given to a prospective Bidder/Offeror concerning this solicitation will be furnished promptly to all other known prospective Bidders/Offerors as a written amendment/addendum to the solicitation. Comal County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Bidder/Offeror's responsibility to verify the issuance of Addenda in regard to this Bid/Offer. All Addenda shall be submitted to all known Bidders/Offerors and shall be posted on the Comal County Purchasing Website http://www.co.comal.tx.us/PUR_BIDS.htm. Comal County shall not be responsible for failed internet connections or power interruptions.

PART I – GENERAL INFORMATION

1. **PURPOSE:** Comal County, Texas (the “County”) seeks to enter into an agreement with a qualified Individual, Firm or Corporation, (Respondent), to provide a range of management and administrative services for The Crossing Public Improvement District (PID), and potential future Public Improvement Districts,. Services shall include but not be limited to subdivision parcel research, special assessment levy research, preparation of the annual assessment and calculation of administrative costs, county tax office communication, tracking of delinquent assessment fees and required PID reporting.
2. **BACKGROUND:** Comal County, Texas (the “County”) has approved the creation of The Crossing Public Improvement District. The project requires a third party administrator to assist with the financial management of the regular and special assessments to be levied to build the community infrastructure.
3. **DEFINITIONS, TERMS, AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the County’s standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order.
 - 3.1. Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. **WARNING:** Exception to or additional terms and conditions may result in disqualification of the response.
4. **EXHIBITS:** Attachments A through C are herein made a part of this agreement:
 - 4.1. Exhibit 1 – Comal County, Texas Resolution to create The Crossing PID
 - 4.2. Exhibit 2 – The Crossing PID Service and Assessment Plan
5. **CLARIFICATION:** Questions concerning this Request for Proposals shall be directed via email as follows:

Ramona Womack, Director of Purchasing
E-mail address: purrjw@co.comal.tx.us

****The Subject Line should read: 2017-3301 PID Administration**
Questions must be received by 5:00 p.m. on May 10, 2017.

A copy of all the questions submitted and the County’s response to the questions shall be posted on our webpage www.co.comal.tx.us . Questions shall be submitted to the County contact named herein.

6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the County's acceptance of such as qualified and responsive.

6.1. Respondents shall have experience with PID administration in the State of Texas.

7. **BEST VALUE EVALUATION AND CRITERIA:** Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used. All solicitations received may be evaluated based on the best value for the County. In determining best value, the County may consider:

- Proposed fees;
- Reputation of Respondent and of Respondent's services;
- Quality of the Respondent's services;
- The extent to which the services meet the County's needs;
- Respondent's past relationship with the County;
- Past History of Litigation
- Respondent's financial ability to perform the services.
- Any relevant criteria specifically listed in the solicitation.

7.1 The County reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the County.

8. **EVALUATION COMMITTEE REVIEW:** An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.

Proposed Fee	30 Points
Respondent Response, Qualifications, and Experience	40 Points
References	30 Points

The evaluation process may reveal additional information for consideration. The County reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the County.

9. **AGREEMENT TERM:** The terms of the awarded agreement shall include:

9.1. The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:

- 9.1.1. Solicitation document, attachments and exhibits;
- 9.1.2. Solicitation addendums, if applicable;
- 9.1.3. County's Terms and Conditions;
- 9.1.4. Successful Respondent's submission.

9.2. The initial term of the resulting agreement shall be three (3) consecutive twelve (12) month periods from the effective date. The agreement may be renewed for two (2) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing prior to the expiration of the current term.

9.3. The County reserves the right to review the Respondents' performance at the end of each twelve (12) month period and cancel all or part of the agreement(s) or continue the agreement(s) through the next period.

9.4. If the Respondent fails to perform its duties in a reasonable and competent manner, the County shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the County may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.

9.5. If the agreement is terminated, for any reason, respondent shall turn over all material, records and deliverables created to date within fifteen (15) working days after completion of duties through the termination date.

10. **PRICE INCREASE:** A price increase to the agreement shall not be permitted during the initial term.

11. **AWARD:** The County reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the County. Award announcement will be made upon Commissioners Court approval of staff recommendation and executed agreement.

By submitting proposals, the submitter agrees that if their submission is accepted by Commissioners Court, they will furnish all items and services upon which prices have been tendered and upon the terms and conditions in the proposals and contract.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, proof of Insurance evidencing the required coverage as described under the required insurance schedule of the Request for Proposals.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance have been approved by Comal County and he/she has received notice to proceed in writing and an executed copy of the contract from Comal County.

Comal County may initiate discussions with vendors. Discussions may not be initiated by vendors. Comal County expects to conduct discussions with vendor personnel authorized to contractually obligate the vendor with an offer. Vendors shall not contact any Comal County personnel during the RFP process without the express permission from the County's Purchasing Agent. Comal County Purchasing Agent may disqualify any vendor who has made site visits, contacted Comal County personnel or distributed any literature without authorization from this office.

- a. Contract fees are to be negotiated between COUNTY and the selected grant administrator based on fixed rates or itemized pricing maximums as provided in Exhibit B the "Itemized Pricing for Local Project Delivery Expenses". If agreement of fees and terms cannot be

achieved with selected firm, negotiations shall commence with the alternate firm selected by the COUNTY, and the process repeated.

- b. Upon successful negotiations, County will execute a contract with the selected administrative firm. The Scope of Work in the final executed contract between COUNTY and the selected administrative firm will be further defined based on the funded COUNTY projects and will be made a part of the contract.

All correspondence relating to this RFP, from advertisement to award, shall be sent to the Comal County's Purchasing Office. All presentations and/or meetings between Comal County and the vendor relating to this RFP shall be coordinated by Comal County Purchasing Office.

No award can be made until the Comal County Commissioners Court approves such action.

Submission of a proposal implies the vendor's acceptance of the evaluation criteria and vendor recognition that subjective judgments must be made by the evaluating committee.

12. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The County will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the County receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the County in the event:
 - 12.1. There is a bona fide dispute between the County and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 12.2. The terms of a federal agreement, grant, regulation, or statute prevent the County from making a timely payment with Federal Funds; or
 - 12.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 12.4. The invoice is not mailed to the County in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

PART II - SPECIFICATIONS

The Administrator shall provide services to Comal County at The Crossings PID, and potential future Public Improvement Districts, in accordance with this scope of services. The specific services to be provided by Administrator are described herein:

1. **SCOPE:** Administrative and management support services are those services associated with the annual determination of the special assessments to be collected from the property subject thereto; services shall include but not be limited to subdivision parcel research, special assessment levy research, preparation of the annual assessment and calculation of administrative costs, county tax office communication, tracking of delinquent assessment fees and required PID reporting.
2. **START DATE:** Successful Respondent shall begin work upon contract award.
3. **ANNUAL SPECIAL ASSESSMENT DETERMINATION:** Each parcel shall be classified according to The Crossings PID Service and Assessment Plan. Upon identification of each parcel, successful Respondent shall:
 - 3.1. Verify ownership and ongoing conveyance dates;
 - 3.2. Develop and maintain a database for all relevant PID parcels to include all relevant property information;
 - 3.3. Identify PID expenses to include operation of District, annual debt service, administrative expenses, and provision for delinquencies;
 - 3.4. Calculate and determine the Annual Assessment and the Special Assessment for each parcel. This task includes the following sub-tasks:
 - 3.4.1. Background Research - This task involves gathering and organizing the information required to form a database necessary to calculate and to allocate the Annual Installment and includes the following:
 - Subdivision Research: Identify parcel subdivisions and any other information relevant to the collection of the Annual Installments.
 - Assessor's Parcel Research: Upon publication of property tax roll, review assessor parcel maps to compile a list of the assessor's parcels that will be valid for the collection of the Annual Installments and determine the assessed value of each parcel.
 - Ownership/Exempt Property Research: Research changes in ownership, dedication, and offers of dedication of property to public agencies and other exempt uses. Identify date property conveyed or offered to exempt entities.
 - Database Management: Prepare database to include all relevant property characteristics for the parcels in the District.

- 3.4.2. Calculate the Annual Installment to be collected - This task involves calculating the Annual Installment to be collected from each lot and includes the following sub-tasks:
- Preparation of Budget: Prepare a budget for the PID for the subsequent fiscal year.
 - Calculate Other Funds Available: Calculate other funds available, such as reserve fund income, capitalized interest, and reserve fund income to be applied to the budget.
 - Allocate Annual Assessment to the Assessed Lots: Allocate the Annual Installment to be collected to the Assessed Lots in the District on the basis of the Rate and Method of Apportionment of Special Assessments.
 - Database Management: Prepare database to include all relevant property characteristics for the parcels in the District.
- 3.4.3. Determine Amendments to the Annual Assessment Roll - This task involves determining the amendments to the Annual Assessment Roll and making those amendments pursuant to the Rate and Method of Apportionment of Special Assessments.
- 3.4.4. Revising Assessment Plan - This task involves updating the assessment plan to explain the research, methodology, and assumptions utilized in preparation of the budget, the Annual Installment to be collected, the allocation of the Annual Installment to be collected from the Assessed Lots, and the amendments to the Annual Assessment Roll.
- 3.4.5. Support Services Related to Billing of Annual Installments - This task involves calculating the Annual Installment to be collected and includes the following sub-tasks:
- Present Findings to the County: The updated assessment plan prepared by the Administrator will be provided to the County for its approval.
 - Provide Assessment Roll to County: The Administrator shall assist the County with its required notification to the County of the amount of the Annual Installments to be collected each year.
 - Supplemental Billing: The Administrator shall assist the County with any supplemental billing that should be necessary.
- 3.5. Make allowance for operational needs accounting for anticipated delinquencies;
- 3.6. Prepare year end reconciliation to include surplus special assessments, interest earnings, and any other credits that can be applied;

- 3.7. Prepare and present a report of the Annual Assessment and Special Assessment to the County;
- 3.8. Work with and provide assistance to the County Tax Collector to levy the Annual Assessment and Special Assessment amounts if directed by County staff to do so.

4. **PREPARE ANNUAL ASSESSMENT UPDATE**

- 4.1 In the event the Bonds fund future improvements, update the Assessments for the District by obtaining updated recorded plat activities, sales, construction cost estimates, and work with engineer selected to carry out such improvements.
- 4.2 Update Assessment Roll based on Project's development.

5. **BOND FUND ADMINISTRATION:** Successful respondent shall work with PID Trustee to review and reconcile the account statements for funds and accounts maintained by the Trustee.

- 5.1 The accounts and transactions are checked for accuracy and consistency with the Indenture.
- 5.2 Provide the County a summary of all District accounts maintained by the Trustee at the time the assessment.
- 5.3 Determine early bond call requirements.
- 5.4 Update assessment roll and debt service schedule as a result of any early bond calls.

6. **HOMEOWNER ASSISTANCE/PUBLIC INFORMATION:** Successful Respondent shall maintain a landline phone and e-mail address for homeowner correspondence. Prompt, informative and friendly customer service shall be provided to homeowners that have questions about the PID and the associated assessment fees.

- 6.1. This task involves timely response to telephone calls from property owners and other interested parties who have questions regarding the special assessments. These calls may be related to a tax bill or an inquiry related to the purchase or sale of property subject to the special assessments. The Administrator shall provide a toll-free phone number for property owners to call with questions. Additionally, this number may be given to people who call the County to obtain information about the special assessments.

7. **DELINQUENCY MANAGEMENT:** Successful Respondent shall create a monthly report on delinquencies and penalties as outlined in the PID Service and Assessment Plan. Process shall be developed in cooperation with the County that provides for collection procedures, delinquent assessment and/or tax sales. These services are provided only if special assessments are levied and there are delinquencies in the payment of special assessments.

- 7.1. Delinquent Special Assessment Report - After the end of the collection period, the Administrator will prepare a report which lists each parcel delinquent in the payment of the Annual Installment and the corresponding amount of delinquency, plus penalties.
- 7.2. Delinquency Follow-up - After the end of the collection period, the Administrator will prepare a report

which lists each parcel delinquent in the payment of the Annual Installment and the corresponding amount of delinquency, plus penalties.

7.3. Reserve Fund Analysis – Analyze pursuant to any delinquencies.

8. **DISCLOSURE SERVICES:** Respondent shall prepare reports in support of the terms and conditions of the PID Service and Assessment Plan. Additionally, successful Respondent shall have an obligation to notify the County and any other relevant parties of any significant or material events that pertain to the administration of the PID.
 - 8.1. Annual Report Preparation - The Administrator will prepare an annual report as required by the continuing disclosure agreements.
 - 8.2. Developer Quarterly Reports - The Administrator will request from the developer the reports due each quarter and disseminate these reports pursuant to the developer disclosure agreement.
 - 8.3. Significant Event Notices - Upon notification by any responsible party or if Administrator independently becomes aware of such knowledge, Administrator will prepare notices of material events, if material, covering the events enumerated in the disclosure agreements.
 - 8.4. Dissemination - The Administrator will disseminate the annual reports, quarterly reports from the Developer, and notices of significant events to the Municipal Securities Rulemaking Board (MSRB) and the appropriate state information repository (SID) in a timely manner.
The Administrator shall also disseminate information to bond holders requesting information as provided for in the continuing disclosure agreements. The Administrator shall periodically meet with the Commissioners Court to provide a status update and respond to questions from the Commissioners Court. The Commissioners Court serves as the PID Board.
9. **AUDITING SERVICES:** Respondent shall prepare reports in support of the terms and conditions of the PID Service and Assessment Plan. The Administrator will provide a general audit of PID transactions prior to its service as Administrator and report those findings to the Commissioners Court. Such audit shall include a review of transactions for any errors or any other noncompliance with applicable laws or procedures as established by the Service and Assessment Plan or other governing documents. The Administrator will provide a written audit report to the County.
10. **ARBITRAGE REBATE SERVICES:** Arbitrage rebate services encompass those activities associated with computing the rebate liability (if any) related to the (to be issued) Comal County, Texas Special Assessment Revenue Bonds, Series 2017 (The Crossings Public Improvement District) Bonds. The computations will be prepared as described in Section 148 (f) (2) of the Internal Revenue Code of 1986, as amended. Administrator shall coordinate the arbitrage rebate requirements of the bonds, including the following:
 - 10.1. Background Research - This task involves the review of documents, including the Indenture, non-arbitrage certificate, IRS form 8038-G, trustee fund/account statements, and prior rebate reports, and consultations with bond counsel or special counsel, as needed. The funds subject to arbitrage rebate and any available exceptions will be identified. The flow of funds in the accounts with the trustee will be identified as necessary to perform the arbitrage rebate calculations.
 - 10.2. Calculation of Bond Yield - This task involves preparation of a debt service table and an independent calculation of the yield on each issue. The resulting yields are to be verified with those stated on the non-arbitrage certificates.

- 10.3. Calculation of Rebate Liability - This task involves computation of the allowable arbitrage earnings and comparison of the results to the actual investment earnings for each issue.
- 10.4. Preparation of Rebate Report - This task involves the preparation of a written report containing the findings of the financial analysis and an explanation of the underlying methodology followed to compute the rebate liability for each issue. In addition to identifying any arbitrage liability, each report will contain a separate investment yield comparison and analysis for each fund. Standard features also include the following items as defined by U.S. Treasury Regulations:
- Explanation of calculation methodology
 - Overview of applicable rebate requirements and treasury regulations
 - Summary of all pertinent dates
 - Identification of major assumptions
 - Review of sources and uses of funds
 - Bond yield calculation
 - Investment yield by fund with comparison to bond yield
 - Rebate liability by fund
 - Aggregate liability for the issue
- 10.5. Rebate Liability Discharge - This task involves coordination of the filing of IRS Form 8038-T and providing instructions for installment payments as necessary.
- 10.6. Assistance with IRS Inquiries - This task involves providing assistance in the event of an IRS inquiry related to any PID bond issue and includes providing supporting documentation used to prepare the calculations and explanation of the calculations in a meeting with the IRS, if necessary.

PART III - RESPONSE REQUIREMENTS

1. **SUBMISSION REQUIREMENTS:** To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses **shall not exceed twenty (20) pages** in length (excluding title page, index/table of contents, work sample attachments (on USB drive) and dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a printed, 8 1/2" X 11" sheet of paper. It is recommended that responses not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the County.

Sealed Responses/Proposals, prepared with **one original, and five (5) copies**. In addition, the Respondent shall submit one (1) USB drive, containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT,

DOC, and XLS). A complete copy of the Response includes all documents required by this Solicitation. The CD shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission." **Failure to provide a USB drive may result in disqualification for award.**

If supplemental materials are included with the Response, each USB drive must include such supplemental materials. The Response and accompanying documentation are the property of the County and will not be returned.

- 1.1. Title Page – (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s), name of contact person and date.
- 1.2. Letter of Transmittal – (1 page) – Identify the services for which the solicitation has been prepared.
 - 1.2.1. Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.
 - 1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their title(s), address, telephone number(s) and e-mail address.
 - 1.2.3. The letter of transmittal shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individual(s) signing the solicitation shall be clearly shown immediately below the signature.
- 1.3. Table of Contents – (1 page) – Clearly identify the materials by Tab and Page Number.
- 1.4. Firm Experience – Provide detailed information on the firm and proposed project staff.
 - 1.4.1. Respondent shall identify the Project Manager as well as the role of each individual team member. An organizational chart of the proposed project team shall be included.
 - 1.4.2. Using Attachment A, provide the name, address, telephone number and e-mail address of a primary contact for at least three (3) governmental entities within Texas that have utilized similar services from your organization, including the proposed Project Manager, within the last two (2) years. On a separate page, include a brief overview of the work performed with, at a minimum, a short description of the services provided, including total fee and methodology used for the projects. References may be checked prior to award. Any negative feedback received may result in disqualification of submittal.
- 1.5. Available Resources and Consultant Location(s) – Respondent shall provide information on size, resources and business history of the firm.
- 1.6. Fee Proposal – Respondent shall include two (2) annual "not to exceed" fee proposals to provide services as described herein.
 - 1.6.1. Annual Fee Proposal #1 shall provide for services required to meet the scope of work detailed in the solicitation.

- 1.6.2. Annual Fee Proposal #2 shall allow for “free form” recommendations and best practice insight from Respondents to provide more or less service than is outlined. This proposed outline and fee structure shall be a result of the Respondent’s successful experience with TexasPID’s.

PART V CONFIDENTIALITY OF CONTENT

All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential.

Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The County will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the County, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

ARTICLE VI - GENERAL PROVISIONS

1. Governing Law; Venue: This agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. The obligations of the parties to this agreement are performable in Comal County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in a court of competent jurisdiction in Comal County, Texas.
2. Incorporation by Reference and Precedence: The Contract shall be derived from (1) the RFP and its Addenda; and (2) the Offeror's Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the RFP and its Addenda; and (2) the Offeror's Proposal.

In the event Comal County requires that an ensuing Agreement be executed following award and a dispute arises between (1) terms and conditions of the ensuing Agreement, (2) the RFP, and its Addenda; and (3) the Offeror's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement and its Addenda, (2) the RFP and its Addenda; and (3) the Offeror's Proposal.

3. Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.
4. Assignment: This agreement cannot be assigned without the prior written consent of the other party.
5. Counterparts: This agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
6. Headings: The headings to the various clauses of this agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this agreement.
7. Successors and Assigns: This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and except as otherwise provided in this agreement, their assigns.
8. Non-Discriminatory Policy: Offeror agrees that as to all of its programs and activities conducted on the subject premises; it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex or by reason of being handicapped.

9. Compliance with Applicable Laws: The agreement is subject to all legal requirements of Local, State, and Federal laws and Offeror agrees that it promptly will comply with all applicable laws, regulations, orders and rules of Local, State, Federal, and all other governmental agencies. Offeror agrees to obtain and bear the expense of any required permit or license.
10. Entire Agreement: This agreement including the conditions, specifications, required attachments and the proposal which embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this agreement.
11. Force Majeure: Neither the County nor the Offeror shall be required to perform any term, condition or covenant in this agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods and any other cause not reasonably within the control of County or Offeror except as herein provided, and which by the exercise of due diligence County or Offeror is unable, wholly or in part, to prevent or overcome.
12. Indemnity: The Offeror agrees to protect, defend, indemnify and save the County, its officers and employees harmless from and against all claims, demands and causes of action of every kind and character, losses, costs, expenses, attorney's fees and damages of every kind and character, without limit and without regard to the cause of causes thereof, or the negligence of any party or parties, including the negligence of the County, its officers and employees, whether such negligence be sole, joint or concurrent, for injury to or death of any person or damage to any property, arising out of or in connection with the activities of the Offeror.
13. Indemnity – Sub-Contractors: The Offeror agrees that it will indemnify and save the County harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, power, tools, and all supplies including commissions, incurred in the furtherance of this agreement by the Offeror. When so desired by the County, the Offeror shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Offeror fails to do so, then the County may at the option of the Offeror either pay unpaid bills, of which the County has written notice, direct or withhold from the Offeror unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, and whereupon payments to the Offeror shall be resumed in full, in accordance with the terms of this agreement, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County, by either the Offeror or its surety.
14. Workers Compensation: The Offeror agrees to be responsible for the Workers' Compensation insurance on its employees. If any direct claim for Workers' Compensation benefits is asserted against the County by any of said employees or, in the event of death, by their personal representative(s) then upon written notice from the County, the Offeror shall undertake to defend the County against such claim(s) and shall indemnify and hold the County harmless from and against any such claim(s) to the extent of all benefits, cost of litigation, disbursements and attorneys' fees incurred in connection therewith.
15. Government Regulation: In its performance of this agreement, Offeror shall comply with all applicable Local, State and Federal laws including, but not limited to, the provisions of the Equal Employment Opportunity Act, American Disabilities Act and the Fair Labor Standards Act, and will indemnify and hold the County harmless from and

against any claim, demands, suits, losses, damages, costs and expenses arising out of any non-compliance violation by the Offeror of any such laws.

- 16. Remedies: The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement including the right to specific performance and offset.
- 17. Non-Waiver: Approval of the County shall not constitute nor be deemed a release of the responsibility and liability of the Offeror, its employees, agents or associates under the agreement nor shall approval be deemed to be the assumption of such responsibility by the County.
- 18. Permits and Licenses: The Offeror will maintain in effect during the term of this agreement any and all Federal, State and/or local licenses and permits which may be required of the Offeror.
- 19. Insurance: All Offeror's must provide proof of Insurance and adhere to the insurance requirements for this project. The insurance policy must show the certificate holder as Comal County. The Insurance policy must show exclusion added by endorsement as follows: "The certificate holder is named as additional insured on the general liability policy. Waivers of subrogation are included on general liability and workers compensation policies in favor of Comal County." A copy of, an approved, Insurance form must be provided, and/or be on file with the Comal County Purchasing Office, prior to the Offeror starting work on this project. All insurance policies are to be kept current during the time frame of this License Agreement.
- 20. Conflict of Interest Questionnaire: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any Offeror or person conducting business or wishing to conduct business with a County, complete a "Conflict of Interest Questionnaire." See attached pages 23-24. By law, this completed questionnaire must be filed with the Comal County Clerk. The County Clerk's mailing address is 150 N. Seguin, Suite 101, New Braunfels, Texas, 78130. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Any questions concerning this form should be addressed to the Texas Ethics Commission; 201 East 14th St., 10th Floor; P.O. Box 12070, Austin, Texas, 78711-2070; 1-800-325-8506; fax 512/463-5777; or web site www.ethics.tx.us.
- 21. Notice: Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally, or three (3) days after the date of mailing if mailed, by first class mail, registered or certified, postage prepaid and addressed as follows:

For the COUNTY:

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

For the OFFEROR:

Fax (____) _____

With Copy to Purchasing Agent:

Comal County Purchasing Agent
1297 Church Hill Dr.

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

22. Immunity: No provision of this agreement affects or waives any sovereign or governmental immunity available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waives any defenses or remedies at law available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law.
23. Implied Requirements: Services not specifically described or required in the RFP, but which are necessary to provide the functional capabilities described by the Offeror, shall be deemed to be implied and included in the proposal.
24. Proprietary Information and Texas Public Information Act: All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Offeror does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Offeror, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Offeror.

To the extent, if any, that any provision in this RFP or in the Offeror's Proposal is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Comal County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Comal County as to whether or not the same are available to the public. It is further understood that Comal County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Comal County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Comal County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

25. Right to Audit: Successful Offeror agrees that Comal County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the Contract and/or the ensuing Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Successful Offeror, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Offeror agrees that Comal County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Comal County shall give Successful Offeror reasonable advance notice of intended audits.
26. Waiver of Subrogation: Successful Offeror and Successful Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Comal County as an indirect party to any suit arising out of

personal or property damages resulting from the Offeror's performance under this Contract and any ensuing Agreement.

27. Incorporation of Exhibits, Appendices, and Attachments: All of the Exhibits, Appendices, and Attachments referred to herein are incorporated by reference as if set forth verbatim herein.
28. No Waiver of Immunities: Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or equity to Comal County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Comal County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
29. Payment: Unless specified otherwise in this RFP or an ensuing Agreement, the following provision shall control the County's method of payment:

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Comal County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025.

As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Successful Offeror and similar information in the event the payment is to be made to a different address;
 - (2) County contract, Purchase Order, and/or delivery order number;
 - (3) Identification of items or service as outlined in the Contract;
 - (4) Quantity or quantities, applicable unit prices, total prices, and total amount; and
 - (5) Any additional payment information which may be called for by the Contract.
30. Contractual Formation and Ensuing Agreement: The RFP and the Offeror's Proposal, when properly accepted by the Comal County Commissioners Court, shall constitute a contract equally binding between the Successful Offeror and Comal County.

At the sole discretion of Comal County, the Successful Offeror may be required by Comal County to sign an ensuing Agreement containing terms necessary to ensure compliance with the RFP and Offeror's Proposal. In that event, the Successful Offeror shall be required to execute an ensuing Agreement at the Comal County Purchasing Office within ten (10) calendar days after the Successful Offeror is notified of selection. An ensuing Agreement must be substantively and substantially derived from the Terms, Conditions, Requirements and Specifications set out in this RFP and in a form that is acceptable to Comal County. In the event Comal County requires an ensuing Agreement, Offeror's failure or refusal to sign such ensuing Agreement shall be grounds for Comal County to revoke any selection of a Offeror, forfeit any security, if applicable, and select another Offeror.

2.31 Costs incurred: Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the County to award a contract or to pay any costs associated with the preparation of a response. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the County.

ARTICLE V - INSURANCE/BONDING REQUIREMENTS

1. **Insurance Requirements:** The apparent successful Offeror shall provide all required proof of insurance to the Purchasing Division within ten (10) business days of notification of award. Failure to present the required documents within ten (10) business days may be grounds for rejection of the Offer. Certificates should be faxed (send hard copy via mail) to:

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

*NOTE: It is the responsibility of the Contractor to provide a copy of his proposal to his insurance carrier. It may also be required that the Contractor's insurer and coverage be approved by the County prior to execution of the Contract. **The Contractor shall start NO work until the Purchasing Office receives Certificates of Insurance.***

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Worker's Compensation	Statutory – State of Texas
Employer's Liability	
A. Each Accident	\$1,000,000.00
B. Each Employee Disease	\$1,000,000.00
C. Policy Aggregate Disease	\$1,000,000.00
Commercial General Liability	
A. Per Occurrence	\$2,000,000.00
B. General Aggregate	
C. 1. General Aggregate – Per Project	\$4,000,000.00
2. General Aggregate – Products/ Completed Operations	\$4,000,000.00
Business Auto Liability	\$2,000,000.00
Fire and Legal Liability (any one fire)	\$50,000.00
Medical Expense (any one person)	\$10,000.00
Umbrella Liability – Per Occurrence	\$10,000,000.00

The Certificate(s) will specify all of the parties who are Additional Insured or Loss Payees. Insurance coverage required under this Contract shall be obtained from acceptable insurance companies or entities. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

1.1 INDEMNITY/HOLD HARMLESS. The Contractor shall, at all times, fully indemnify, hold harmless, and defend the County and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way arising out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that

may be made by the employees themselves for injuries to their person or property or otherwise. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the County, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

- 1.2 **WORKERS' COMPENSATION.** The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject to all applicable laws for the state of Texas.
- 1.3 **ADDITIONAL INSURED:** The liability insurance coverage, Professional Liability if included, required for performance of the Contract shall include the County of Comal, its departments and their divisions, officers and employees as Additional Insured, but only with respect to the Contractor's activities to be performed under this Contract.
- 1.4 **NOTICE OF CANCELLATION OR CHANGE:** There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without thirty (30) days' written notice from the Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the County of Comal, its departments and their divisions, officers and employees.
- 1.5 **SURVIVAL OF INDEMNIFICATION:** The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of the Contract.
- 1.6 **INSURANCE RATING:** All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.
- 1.7 **NOTICE OF LAWSUIT:** Within 60 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.
- 1.8 **CHOICE OF LEGAL COUNSEL:** The Contractor shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of the County.

**ATTACHMENT A
COMAL COUNTY
BIDDER CERTIFICATION**

LEGAL NAME OF CONTRACTING COMPANY

FEDERAL I.D. # (Company or Corporation)

SOCIAL SECURITY # (Individual)

TELEPHONE NUMBER

FACSIMILE NUMBER

CONTACT PERSON

TITLE

COMPLETE MAILING ADDRESS

CITY & STATE

ZIP CODE

COMPLETE STREET ADDRESS

CITY & STATE

ZIP CODE

EMAIL ADDRESS

CERTIFICATION

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

SIGNATURE

DATE

PRINTED NAME

TITLE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED

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

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

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Offeror affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other Bidder/Offeror, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or director to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Offeror hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to §262.076 (a) of the Texas Local Government Code, Bidder/Offeror, hereby affirms that Bidder/Offeror:
(Please check all that are applicable)

_____ Does not own taxable property in Comal County.

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

Bidder/Offeror Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____

Position with Company _____

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

Company Official
(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT C
NEPOTISM STATEMENT**

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR SUBMISSION
"NON-RESPONSIVE."**

The Submitter or any officer, if the Submitter is other than an individual, shall state whether Submitter has a relationship, either by blood or marriage, with any official or employee of Comal County by completing the following:

If the Submitter is an individual:

_____ I am not related by blood or marriage to any official or employee of Comal County

_____ I am related by blood or marriage to the following _____ official(s) or employee(s) of Comal County

Name and title of County Official

Or employee: _____

Relationship: _____ If _____ the

Submitter is **NOT** an individual:

_____ The officers of the company submitting are not related by blood or marriage to any official or employee of Comal County.

_____ The officers of the company submitting this are related by blood or marriage to the following official(s) or employee(s) of Comal County.

Name and title of officer: _____ Employee and _____ title

_____ of _____ County Official or _____ Employee:

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT D
COMAL COUNTY, TEXAS**

**BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT E
REFERENCE FORM**

Please list three (3) references, other than Comal County, who can verify your performance as a vendor. Performance includes but shall not be limited to, sales and/or service, delivery, invoicing, and other items as may be required for Comal County to determine your firm’s ability to provide the intended goods or services of this bid. The County prefers references to be from customers for whom your firm has provided the same items (sales and/or services) as those specified in this bid. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

REFERENCE ONE
GOVERNMENT/COMPANY NAME:
ADDRESS:
CONTACT PERSON AND TITLE:
TELEPHONE NUMBER:
E-MAIL ADDRESS:
SCOPE OF WORK:
CONTRACT PERIOD:

REFERENCE TWO
GOVERNMENT/COMPANY NAME:
ADDRESS:
CONTACT PERSON AND TITLE:
TELEPHONE NUMBER:
E-MAIL ADDRESS:
SCOPE OF WORK:
CONTRACT PERIOD:

REFERENCE THREE
GOVERNMENT/COMPANY NAME:
ADDRESS:
CONTACT PERSON AND TITLE:
TELEPHONE NUMBER:
E-MAIL ADDRESS:
SCOPE OF WORK:
CONTRACT PERIOD:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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

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

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

5 Check only if there is NO Interested Party.

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

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

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