



**REQUEST FOR QUALIFICATIONS NO. 580-21-RFQ-0003**

**FOR**

**STATEWIDE FLOOD MODELING AND MAPPING SERVICES**

**CLASS-ITEM CODE(S): 905/05, 905/10, 918/12, 918/32, 918/72,  
918/81, 918/82, 918/92, 920/33, 925/17, 925/28, 925/35,  
925/36, 925/58, 925/73, 961/21, 961/43, 961/64, 962/52**

**RELEASE DATE: DECEMBER 9, 2020**

**DEADLINE FOR SUBMISSION: JANUARY 11, 2021, 2:00 PM**

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**Solicitation point of contact:**  
**Angela Wallace, Contract Administration Manager, CTPM, CTCM**  
[angela.wallace@twdb.texas.gov](mailto:angela.wallace@twdb.texas.gov)

You, the Respondent, are responsible for checking the Electronic State Business Daily (ESBD) website, <http://www.txsmartbuy.com/esbd>, for any addenda to this Solicitation. Please search under Agency Code 580 (Texas Water Development Board). Respondent's failure to periodically check the ESBD will in no way release that Respondent from addenda or additional information resulting in additional requirements of the Solicitation.

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## SECTION I – EXECUTIVE SUMMARY, DEFINITIONS AND AUTHORITY

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### 1.1 EXECUTIVE SUMMARY

The Texas Water Development Board (TWDB) requests responses to this Request for Qualifications for the award of three to five service contracts to perform flood science and planning activities related to Senate Bills 7 and 8 passed by the 86th Texas Legislature in 2019 (the Project). The majority of funding available for the Project will be state dollars allocated to support these efforts. Some contributions from the Federal Emergency Management Agency's (FEMA's) Cooperating Technical Partners (CTP) program grants may also comprise a lesser portion of funding for the Project, contingent on availability of future appropriations and grant awards.

The Project will include flood risk modeling and mapping, support for TWDB's state and federal grant programs, flood planning support, and related activities. A significant portion of this work is planned to focus on the completion of statewide coverage for Base Level Engineering (BLE) modeling and mapping.

TWDB will consider qualifications from business entities that demonstrate the ability to complete the Project within the guidelines of this solicitation and any applicable federal, state, and local laws, rules, and regulations. Respondents must execute **Content Item 1, Execution of Response to the Request for Qualifications**, and complete other items listed under 4.1.B, Contents, to be considered. Additional information on TWDB and its programs can be found at <http://www.twdb.texas.gov>.

### 1.2 DEFINITIONS

**"ADA"** means the Americans with Disabilities Act.

**"Addendum"** means a written clarification or revision to the Request for Qualifications issued by the Texas Water Development Board. Respondents must acknowledge receipt of any addenda in the submission of the Solicitation Response.

**"Affiliate"** means any individual or entity that, directly or indirectly, controls, is controlled by, or is under common control with, Respondent. "Control" means the ability to directly or indirectly direct the management and policies of an entity, whether through the ownership of voting securities or membership interests, by contract, or otherwise.

**"Contract Documents"** means all documents which govern this Solicitation and any resulting contract including without limitation, the Project Manual, this Solicitation, the Architect/Engineer's specifications and drawings, the Uniform General and Supplementary Conditions, Special Conditions, and all bonds and insurance.

**"Contract Price"** means the total compensation payable to Contractor for completion of the work in accordance with the terms of the contract.

**"Contractor"** means Respondent(s) awarded a contract under this Solicitation.

**"ESBD"** means the Electronic State Business Daily, <http://www.txsmartbuy.com/esbd>.

“General Conditions” means those items and related costs that are specified in in this document.

“HUB” means Historically Underutilized Business as defined by Chapter 2161 of the Texas Government Code.

“HUB Subcontracting Plan” or “HSP” means the form required by Texas Government Code §2161.252 and 34 Texas Administrative Code §20.285 for each contract with an expected value of \$100,000 or more, in which Respondent must demonstrate a Good Faith Effort to subcontract with HUBs. The HSP must be included with the Solicitation Response.

“Key Staff” means experienced, professional and/or technical personnel who will have major responsibilities under the contract and/or provide unusual or unique expertise essential for successful completion of the work performed.

“Notice to Proceed” or “NTP” means written notice provided by TWDB to begin construction of the Project.

“OSHA” means the U.S. Occupational Safety and Health Administration.

“PIA” means the Public Information Act, Chapter 552 of the Texas Government Code.

“Project” means the work solicited under this Solicitation.

“Respondent” means the entity responding to this Solicitation.

“RFQ” means Request for Qualifications.

“Solicitation” means this RFQ.

“Solicitation Response” means Respondent’s entire response to this Solicitation, including all documents requested.

“SOQ” means Statement of Qualifications.

“State” means the State of Texas and any state agency; the Texas Water Development Board or state agency identified in this Solicitation, its officers, employees, or authorized agents.

“TAC” means Texas Administrative Code.

“TWDB” means Texas Water Development Board.

“Uniform General Conditions” or “UGCs” means the governing contractual terms and conditions as amended in the Project Manual.

### **1.3 AUTHORITY**

TWDB is posting this solicitation pursuant to the State Purchasing and General Services Act, Texas Government Code Title 10, Subtitle D; and Texas Water Code Chapter § 6.190.

### **1.4 BACKGROUND**

The 86th Texas Legislature passed, and Governor Abbott signed, Senate Bill 500, which appropriated \$47 million from the Floodplain Management Account in the Texas Infrastructure Resiliency Fund to TWDB for, among other activities, developing or updating flood risk maps in the state to support development of a state flood plan. Funding available through Senate Bill 500 enables TWDB to both conduct flood hazard mapping activities to improve flood risk information and to undertake planning activities that support statewide efforts to develop effective flood mitigation projects and strategies as well as the first state flood plan. Some contributions from the Federal Emergency Management Agency's (FEMA's) Cooperating Technical Partners (CTP) program grants may also comprise a lesser portion of funding for the Project, contingent on availability of future appropriations and grant awards.

Selected contractors will primarily perform professional engineering and related services to produce Base Level Engineering (BLE) work necessary to achieve statewide BLE coverage by 2024. Additional support may be performed to support TWDB's flood science and mapping initiatives as well as the agency's other flood planning program needs. TWDB anticipates selecting three to five contractors who will be used as needs are identified and as funds become available. The final pool of contractors selected will depend on the number and quality of SOQs received compared to the anticipated work to be performed.

TWDB plans to select Contractors with expertise in areas including but not limited to: hydrology and hydraulics; floodplain mapping, survey, and remote sensing; Geographic Information Systems (GIS); process automation and application development; FEMA projects and programs; flood planning; community outreach; and grant management.

## **SECTION II – SCOPE OF WORK**

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### **2.1 SCOPE OF SERVICES REQUESTED**

The awarded Contractors may be required to complete some or all of the following tasks:

- Base Level Engineering - 1D and 2D
- Hydrologic and Hydraulic Analysis
  - Approximate modeling to support flood planning or mitigation projects, or detailed modeling such as might be required for FEMA detailed studies
  - Complex modeling such as unsteady, two dimensional, split/braided flow, dam, levee, coastal, playa, or alluvial fan analyses
- Survey and Remote Sensing
  - Remote sensing and surveying services such as traditional ground survey, data collection via unmanned aerial vehicle (UAV), and fixed location or vehicle ground LiDAR (Manned aerial data acquisition is not planned as part of this solicitation)
- FEMA Risk MAP related activities including but not limited to:
  - Phase One (Discovery)

- Phase Two (Risk Identification & Assessment)
- Coordinated Needs Management Strategy (CNMS) updates
- Coordination with other Cooperating Technical Partners and agencies in the state
- Additional Floodplain Mapping and related activities including but not limited to:
  - Mapping activities aside from BLE and other FEMA Risk MAP efforts
  - Support for Flood Decision Support Toolbox (FDST) and other initiatives
- GIS, flood data management, and analysis
- Community floodplain management and regulations, outreach, development of technical guidance, training, and other educational activities
- Flood planning, flood mitigation project, and grant management activities (staff augmentation and technical support for existing TWDB activities)
- Additional activities supporting the above-mentioned items:
  - Preparing report and technical guidance documentation
  - Program management support
  - Research support
  - Process automation/application development

## **2.2 REQUIREMENTS**

Respondents to this RFQ are required to have the following abilities:

- A. Experience in Base Level Engineering
- B. Experience in hydrology and hydraulics
- C. Experience with survey and remote sensing
- D. Experience with FEMA flood risk mapping
- E. Experience with GIS, large flood data management initiatives, and process automation/application development
- F. Experience with floodplain management and regulations, outreach, development of technical guidance, training, and other educational activities
- G. Experience with flood planning, flood mitigation projects, and grant management activities
- H. Project and schedule management, team capacity, and quality control (proven prior performance in completing tasks in prescribed timeframe; identification of current staff capacity and availability to support assigned tasks and projects; evidence of superior quality control practices and procedures, including working with subcontractors and other contractors; evidence of staff experience and presence in Texas)

## **2.3 SUBCONTRACTORS**

Subcontractors providing services must meet the same requirements and level of experience as required of Respondent. No subcontract should relieve the primary Respondent of responsibility for the service. If Respondent uses a subcontractor for any or all work required, the following conditions must apply under the listed circumstances:

- (a) Respondents planning to subcontract all or a portion of the work must identify the proposed subcontractors on the HUB Subcontracting Plan.
- (b) Subcontracting must be at Respondent's expense.
- (c) TWDB retains the right to check a subcontractor's background and decide to approve or reject the use of submitted subcontractor. A subcontractor may not be compensated for any work prior to the approval date of the subcontract agreement between the Contractor and the Subcontractor by TWDB.

- (d) Respondent will be the only contact for TWDB and subcontractors. Respondent must list a designated point of contact for all TWDB and subcontractor inquiries.

## **2.4 CONTRACT TERM**

The Service requested will start upon execution of the Contract and end three years from the date of execution and based on project delivery schedules, with potential extensions up to five total years.

## **2.5 COMPENSATION**

Funds for the requested services are set at a maximum of \$10,000,000 per contract and will vary depending on how many consultants are selected. The maximum total project cost will not exceed \$40,000,000. Services will be requested on an 'as needed' basis with no guaranteed minimum. Funds are based on a combination of current available funding, a projection of future Texas Legislature appropriations, and a projection of future FEMA grant awards which are all subject to change. Failure to arrive at mutually agreeable terms of a contract with the most qualified respondent will constitute a rejection of TWDB's offer and may result in subsequent negotiations with the next most qualified respondent. TWDB reserves the right to reject any or all responses.

The awarded vendors will only receive compensation once a task has been completed, reviewed, and accepted by TWDB, and an invoice is submitted requesting funds for that approved task.

## **2.6 LIQUIDATED DAMAGES**

If a selected Contractor breaches its obligation to provide deliverables in accordance with the schedule in Section 3.1, the selected Contractor agrees to pay TWDB \$500.00 per day for each day of delay as liquidated damages. The parties agree that quantifying losses arising from a selected Contractor's delay is inherently difficult, and stipulate that the sum agreed upon for liquidated damages is not a penalty, but rather a reasonable measure of damages based on the parties' experience in the industry and the nature of the losses that may result from delay.

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# **SECTION III – DELIVERABLES**

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## **3.1 CONTRACT DELIVERABLES**

Deliverables will be based on each individual task order and corresponding statements of work.

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# **SECTION IV – GENERAL INFORMATION**

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## **4.1 RFQ REQUIREMENTS**

A brief transmittal letter summarizing the Statement of Qualification's key points and be signed by an authorized representative who is responsible for committing the firm's resources must accompany each response. The response, including attachments, must not **exceed 22 pages**. Cover page will not count towards the page limit. These page limits refer to pages of text, so if the response is double-sided, then those limits would be halved. Please clearly identify the content item at the beginning of each response and provide a separate section for that response or indicate why no response is given.

- A. Submittals:** Respondent must submit an original electronic copy of the SOQ as follows:
- 1) One (1) complete ORIGINAL SOQ in Portable Document Format (PDF) submitted through email to [purchasing@twdb.texas.gov](mailto:purchasing@twdb.texas.gov) with a copy to [angela.wallace@twdb.texas.gov](mailto:angela.wallace@twdb.texas.gov).
  - 2) SOQ pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the SOQ. File size is limited to 100mb.
  - 3) Proposal must be clearly marked **RESPONSE TO RFQ 580-21-RFQ-0003** and delivered electronically to the address noted in the RFQ.
- B. Contents:** Respondent must submit all information listed below, in the order given, as the response to this RFQ. The response will only be considered if all items are submitted as required. Incomplete/late responses to this RFQ will not be considered.
- 1) Item 1: Signed/dated Execution of Response to the Request for Qualifications (*one (1) page maximum*)
  - 2) Item 2: Company Profile Summary and History (*two (2) pages maximum*)  
Response should include the following:
    - a. Company name, address, phone number, and legal status (corporation, partnership, joint venture, sole proprietorship).
    - b. Name and title of person submitting the response with the authority to bind the company.
    - c. Name, phone number, and email address of contact person for any questions on the response.
    - d. Describe the general nature of previous work, the number of years in business, size and scope of operation.
  - 3) Item 3: Resumes of Individuals - Submit resumes for each individual (*three (3) pages maximum per individual*) who will work on the project.  
**PLEASE NOTE: Resumes do NOT count towards total response page maximums.**
  - 4) Item 4: Historically Underutilized Businesses Subcontracting Plan (HUB-SUB)  
**PLEASE NOTE: HUB-SUB Plans do NOT count towards total response page maximums.**
  - 5) Item 5: Name(s) and Social Security Number(s) of Each Person with at least 25 Percent Ownership of the Business Entity submitting the response to the RFQ (*one (1) page maximum*)
  - 6) Item 6: Prior Project Experience – Include the following items for each project description (*eight (8) pages maximum*):
    - a. Project Title
    - b. Client Organization Name, address, contact person, phone number, and email address. If experience describes subcontracted work, include both prime contractor and overall client information.
    - c. Project Start and End Dates, month and year.
    - d. Project Budget. If applicable, identify both study/design fees and construction fees.
    - e. Project Description
  - 7) Item 7: Organizational Chart (*one (1) page maximum*) – Include role, name, and organization for each individual listed.
  - 8) Item 8: Technical Approach (*nine (9) pages maximum*)



- a. Technical approach for each of the following potential task orders:
  - i. Completion of BLE for up to 30 HUC-8 watersheds within 3 years with all (or most) of the watersheds developed using two-dimensional modeling. Include proposed efficiencies or enhancements to the current BLE process.
  - ii. Development of a combination of data sources/models to establish complete statewide flood risk data within one (1) year.
  - iii. Development of a strategy to incorporate BLE and other statewide flood risk information into floodplain management, flood planning, and flood mitigation efforts statewide. Strategy to be completed within nine (9) months. Implementation of objectives identified in the strategy would be subsequently performed by TWDB or others.
- b. Technical approach must include the following items for each potential task order listed above. Respondent should develop their approach assuming all three task orders are issued concurrently immediately upon contract execution.
  - i. Staff allocations (role, name, and time commitment).
  - ii. Deliverables that TWDB will receive.
  - iii. Indicate contractor's abilities as listed in Section 2.2.

#### **4.2 PROPOSAL SUBMISSION**

- A. All responses must be received at TWDB by the deadline in the Schedule of Events. TWDB will not and cannot accept late submittals.
- B. It is Respondent's responsibility to appropriately mark and deliver the proposal to TWDB by the specified date and time.
- C. Receipt of all addenda, if applicable, to this response should be acknowledged by returning a signed copy of each addendum with the submitted response.

***NOTE: Failure to return the required items with the response will result in rejection of your Statement of Qualifications.***

***TWDB will not be responsible for locating or securing information that is not included in your Statement of Qualifications.***

#### **4.3 DELIVERY OF SUBMISSION**

The SOQ may be submitted to TWDB using the following method:

Electronic Delivery via email to [purchasing@twdb.texas.gov](mailto:purchasing@twdb.texas.gov) with a copy to [angela.wallace@twdb.texas.gov](mailto:angela.wallace@twdb.texas.gov). File size is limited to 100MB. Please compress the files whenever possible.

#### **4.4 SCHEDULE OF EVENTS**

The solicitation process for this RFQ will proceed according to the following schedule:

##### **EVENT DATE (Central Daylight Time)**

Issue Solicitation

Deadline for Submitting Written Questions

Anticipated Release of Written Answers

**December 9, 2020**

**December 21, 2020, 5:00 PM**

**December 30, 2020**

Deadline for Submission of Qualifications  
Expected Date of Award of Contract by  
TWDB Board  
Expected Contract Start Date

**January 11, 2021, 2:00 PM**  
**February 25, 2021**  
**March 15, 2021**

#### **4.5 REVISIONS TO SCHEDULE**

TWDB reserves the right to change the dates in the Schedule of Events above upon written notification to prospective Respondent(s) as an addendum posted on the Electronic State Business Daily.

#### **4.6 RESPONSE SUBMITTAL**

All submitted responses become the property of TWDB after the submittal deadline. Responses submitted constitute an offer for a period of ninety (90) days or until selection is made by TWDB, whichever occurs first.

#### **4.7 RESPONSE PREPARATION COSTS**

Respondents are responsible for all costs incurred in the preparation and delivery of the Statement of Qualifications to TWDB.

#### **4.8 TRAVEL EXPENSES**

Any travel requirements under this contract may include travel throughout the State of Texas to perform the tasks therein. Any and all travel expenses will be reimbursed in accordance with the state travel and per diem allowances detailed at <https://fm.xcpa.texas.gov/fmx/travel/>.

#### **4.9 MEETINGS**

Any meetings and/or conference calls will be held on regular business days, Monday through Friday, during regular business hours (8:00 AM – 5:00 PM), or on other mutually agreed dates and times.

#### **4.10 INQUIRIES**

##### **A. Contact**

All requests, questions, or other communications about this Solicitation must be made in writing to the TWDB Purchasing Department, addressed to the person listed below.

Name            Angela Wallace, Contract Administration Manager, CTPM, CTCM  
Email           [purchasing@twdb.texas.gov](mailto:purchasing@twdb.texas.gov) with a copy to  
                     [angela.wallace@twdb.texas.gov](mailto:angela.wallace@twdb.texas.gov).  
Subject:        Ensure the RFQ number is included in all correspondence.

##### **B. Clarifications**

TWDB will allow written requests for clarification of this Solicitation. Questions may be e-mailed to the contact listed above. Respondents' names will be removed from questions when the written answers are released. Questions must be submitted in the following format. Submissions that deviate from this format may not be accepted:

- a) Identifying Solicitation number
- b) Section number

- c) Text of passage being questioned
- d) Question
- e) Provide company name, address, phone number, e-mail address, and name of contact person when submitting questions.

**Note:** *The deadline for submitting questions is noted in Section 4.4 above.*

### **C. Responses**

All accepted questions will result in a written response posted to the ESBD at: <http://www.txsmartbuy.com/esbd>. Responses will be posted as an Addendum to the Solicitation. It is Respondent's responsibility to check the ESBD for updated responses.

### **D. Prohibited Communications**

On issuance of this Solicitation, except for the written inquiries described in Section 4.10 above, TWDB, its representative(s), or partners will not answer questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representative(s). Attempts to ask questions by phone, email, or in person will not be allowed or recognized as valid. Failure to observe this restriction may disqualify Respondent. Respondent should rely only on written statements and information issued through or by TWDB's purchasing staff. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation.

## **4.11 PROPOSAL EVALUATION AND AWARD**

- A. TWDB is not obligated to accept the lowest priced response but will make an award to a Respondent that provides the "best value" to the State of Texas, as defined by Texas Government Code § 2155.074.
- B. A committee will be established by TWDB (including TWDB employees) to evaluate the Statement of Qualifications.

The evaluation committee will determine best value by applying the following criteria:

<b>POINTS AVAILABLE</b>	<b>CATEGORY</b>
20	Experience with Base Level Engineering
15	Experience in hydrology and hydraulics
5	Experience with survey and remote sensing
15	Experience with FEMA Flood Risk Mapping
10	Experience with GIS, large flood data management initiatives and process automation/application development
5	Experience with floodplain management and regulations, outreach, development of technical guidance, training, and other educational activities
10	Experience with flood planning, flood mitigation projects, and grant management activities

15	Project and Schedule Management, Team Capacity, and Quality Control
5	Scores will be established from the Texas Comptroller's Vendor Performance Tracking System (VPTS) as listed below. A – 5 B – 3 C – 1 D – 0 F – 0 No score - 3
<b>100</b>	<b>TOTAL</b>

Prime and subcontractor's VPTS scores will be based on percentages indicated on the HUB subcontracting plan submitted as part of this response.

- C. The evaluation committee will determine if a Best and Final Offer (BAFO) is necessary. Award of a Contract may be made without a BAFO. TWDB may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their response. A request for a BAFO is at the sole discretion of TWDB and will be extended in writing.
- D. A Respondent's performance will be measured by a Grade of A-F in the Texas Comptroller's Vendor Performance Tracking System. The selected Contractor(s) will be evaluated on performance both during and at the conclusion of the contract, and that information may be considered in the selection of future contracts. Contractor performance information is located on the CPA web site at:  
<http://www.txsmartbuy.com/vpts>.

#### **4.12 CONTRACT AWARD**

It is the intent of TWDB to award three to five (3-5) contracts under this Solicitation. An award notice will be sent to the selected Respondents. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the TWDB Executive Administrator. Negotiations will be confidential and not subject to disclosure to competing Respondents unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, TWDB may negotiate a contract with the next highest scoring Respondent or may withdraw this Solicitation.

## **SECTION V – GENERAL TERMS AND CONDITIONS**

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### **5.1 GENERAL TERMS AND CONDITIONS**

Any contract awarded as a result of this RFQ will contain the general terms and conditions provided in this document. Subcontractors must also comply, if applicable. We will consider exceptions to terms and conditions during the contract negotiation phase; see Section 4.12. The Contractor is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

## **5.2 PATENTS OR COPYRIGHTS**

The selected Contractor agrees to protect the State and TWDB from claims involving infringement of patents or copyrights. TWDB will not consider any RFQ that bears a copyright. RFQs will be subject to the Texas Public Information Act, Texas Government Code Chapter 552, and may be disclosed to the public upon request. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information submitted as part of a SOQ must be clearly marked in **boldface type and at least 14-point font**.

## **5.3 CONTRACTOR ASSIGNMENTS**

Respondent hereby assigns to TWDB any and all claims for overcharges associated with the contract arising under the antitrust laws of the United States, 15 U.S.C.A. Section 1 et seq. , and the antitrust laws of the State of Texas, Tex. Bus. & Com. Code § 15.01 et seq.

## **5.4 HISTORICALLY UNDERUTILIZED BUSINESSES SUBCONTRACTING PLAN**

It is the policy of TWDB to make a good faith effort to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with Texas Government Code, Chapter 2161, Subchapter F, and HUB Rules promulgated by the Comptroller of Public Accounts (CPA), 34 TAC Chapter 20.

Any contract(s) awarded as a result of this RFQ must include reporting responsibilities related to Historically Underutilized Business (HUB) subcontracting. Awarded contractors may not change any subcontractor without submitting a revised HUB Subcontracting Plan (HSP) to TWDB. Any change to a subcontractor and revised HSP must be approved in writing by TWDB prior to implementation.

HUBs are strongly urged to respond to this RFQ. Under Texas law, state agencies are required to make a good faith effort to assist HUBs in receiving certain percentages of the total value of contract awards. Contractors who meet the qualifications are strongly encouraged to apply for certification as HUBs.

ALL CONTRACTORS RESPONDING TO THIS RFQ, INCLUDING THOSE THAT ARE HUB CERTIFIED OR THOSE WHO DO NOT PLAN TO SUBCONTRACT, MUST COMPLETE A HUB SUBCONTRACTING PLAN (HSP) IN ACCORDANCE WITH THE STATE'S POLICY ON UTILIZATION OF HUBs. THE HSP MUST BE INCLUDED AS PART OF THE PROPOSAL TO THIS RFQ. FAILURE TO COMPLETE THE HSP AS INSTRUCTED MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL FROM CONSIDERATION. Please review the HSP forms carefully and allow sufficient time to identify and contact HUBs and allow them to respond. Note that the contractors must demonstrate a good faith effort to contract with new HUBs if currently proposed HUBs have performed as subcontractors to the contractor for more than five (5) years. If the contractor does not plan to subcontract, the contractor must state that fact in their plan. The completed plan will become part of the contract that may be awarded as a result of this RFQ.

## **5.5 HUB RESOURCES AVAILABLE**

A list of certified HUBs is available on the Texas Comptroller of Public Accounts (CPA) Web site at: <https://mycpa.cpa.state.tx.us/tpasscmblsearch/tpasscmblsearch.do>. For additional

information, contact the CPA's HUB program office at [StatewideHUBProgram@cpa.texas.gov](mailto:StatewideHUBProgram@cpa.texas.gov). If contractors know of any businesses that may qualify for certification as a HUB, they should encourage those businesses to contact the CPA HUB program office.

## 5.6 REQUIRED AFFIRMATIONS AND CERTIFICATIONS

- A. Antitrust.** Respondent represents and warrants that, in accordance with Texas Government Code § 2155.005, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such firm, corporation, partnership or institution, has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Texas Business and Commerce Code Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the contents of its proposal to any competitor or any other person engaged in the same line of business as Respondent.
- B. Child Support Obligation.** Under Texas Family Code § 231.006, Respondent certifies that the individual or business entity named in its proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.
- C. Dealings with Public Servants.** Pursuant to Texas Government Code § 2155.003, Respondent represents and warrants that it 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 goods or services being supplied.
- D. Debts and Delinquencies.** Respondent agrees that any payments due under the Contract will be applied towards any debt or delinquency that is owed to the State of Texas, including but not limited to delinquent taxes, delinquent student loan payments and delinquent child support.
- E. Entities that Boycott Israel.** Pursuant to Texas Government Code § 2270.002, Respondent certifies that either (i) it meets one of the exemption criteria under § 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent must state any facts that make it exempt from the boycott certification in its Response.
- F. Excluded Parties.** Respondent certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
- G. Executive Head of a State Agency.** Under Texas Government Code § 669.003, Respondent certifies that it does not employ, or has disclosed its employment of, any former executive head of TWDB. If § 669.003 applies, Respondent must provide the following information:

**Name of Former Executive:**

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**Name of State Agency:**

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**Date of Separation from State Agency:** \_\_\_\_\_  
**Position with Respondent:** \_\_\_\_\_  
**Date of Employment with Respondent:** \_\_\_\_\_

- H. Financial Participation Prohibited.** Pursuant to Texas Government Code § 2155.004(a), Respondent certifies that neither Respondent nor any person or entity represented by Respondent has received compensation from TWDB or any agency of the State of Texas for participation in the preparation of the specifications for this bid or proposal. Pursuant to Texas Government Code § 2155.004(b), Respondent certifies that the individual or business entity named in this bid or response is not ineligible to receive the specified contract and acknowledges that the contract may be terminated, and payment withheld if this certification is inaccurate.
- I. Foreign Terrorist Organizations.** Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code § 2252.152.
- J. Human Trafficking Prohibition.** Under Texas Government Code § 2155.0061, Respondent certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.
- K. Lobbying Prohibition.** Respondent represents and warrants that TWDB's payments to Respondent and Respondent's receipt of appropriated or other funds under the contract are not prohibited by Texas Government Code §§ 556.005 or 556.0055, related to the prohibition on payment of state funds to a lobbyist or for lobbying activities.
- L. No Conflict of Interest.** Respondent 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.
- M. Prior Disaster Relief Contract Violation.** Texas Government Code §§ 2155.006 and 2261.053 prohibit state agencies from accepting a Response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005, as defined by Texas Government Code § 418.004. Under Texas Government Code §§ 2155.006 and 2261.053, Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.
- N. Suspension and Debarment.** Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

- O. Texas Bidder Affirmation.** Respondent certifies that if a Texas address is shown as the address of Respondent on its Response, Respondent qualifies as a Texas Bidder as defined in Texas Government Code § 2155.444(c).

## **5.7 INDEMNIFICATION**

RESPONDENT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TWDB, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE MUST BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND TWDB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

## **5.8 ADDITIONAL TERMS**

Any terms and conditions attached to your SOQ will not be considered unless specifically referred to in this RFQ and may result in disqualification of your SOQ.

## **5.9 DISPUTE RESOLUTION**

The dispute resolution process provided for in Texas Government Code Chapter 2260 must be used by TWDB and Respondent to attempt to resolve all disputes arising under any contract resulting from this solicitation.

## **5.10 NON-APPROPRIATION OF FUNDS**

Any contract resulting from this solicitation is subject to termination or cancellation without penalty to TWDB, either in whole or in part, subject to the availability of state funds.

## **5.11 PUBLIC INFORMATION ACT**

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Texas Government Code Chapter 552 (the "Public Information Act"). In accordance with Texas Government Code § 2252.907, Respondent is required to make any information created or exchanged with the State pursuant to the solicitation or contract and not otherwise excepted from disclosure under the Public Information Act available in a format that is accessible to the public at no additional charge to the State.

## **5.12 GOVERNING LAW AND VENUE**

Any contract resulting from this solicitation will be governed by the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under a contract resulting from this solicitation is fixed in any court of competent jurisdiction of Travis County,



Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TWDB.

### **5.13 ETHICS**

Under Texas Government Code Section 2155.003, an individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the state of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of TWDB or purchasers of other state agencies. Specifically, a TWDB employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation.

### **5.14 FRAUD STATEMENT**

Respondents understand that TWDB does not tolerate any type of fraud. TWDB's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Contractors are expected to report any possible fraudulent or dishonest acts, waste, or abuse to the agency's Internal Audit division at 512-463-7978 or [Nicole.Campbell@twdb.texas.gov](mailto:Nicole.Campbell@twdb.texas.gov).

### **5.15 CONFLICT OF INTEREST**

A Respondent will not be selected if there is a conflict of interest that will or may arise during the performance of its obligations under the contract. For this reason, the submission in response to this RFQ must disclose all business interests and all relationships that could reasonably be considered to pose possible conflicts of interest in Respondent's performance of the contract obligations. In addition, respondents must represent and warrant in the response to this RFQ and in the contract that in the performance of services under the contract, (1) Respondent does not have and will not have any actual or potential conflict of interest, and (2) Respondent will take whatever reasonable actions may be necessary and prudent to avoid even the appearance of impropriety.

### **5.16 RIGHT TO AUDIT**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under a contract or indirectly through a subcontract under the contract. The acceptance of funds under a contract or subcontract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

### **5.17 CONTRACT ADMINISTRATION**

TWDB will designate a project manager for the contract. The project manager will serve as the point of contact between TWDB and the selected contractor. The TWDB project manager will supervise TWDB's review of the contractor's technical work, deliverables, draft reports, final report, payment requests, schedules, financial and budget administration, and similar matters. The project manager does not have any express or implied authority to vary the terms of the contract, amend the contract in any way, or waive strict performance of the terms or conditions of the contract.

### **5.18 CONTRACT AMENDMENT/TERMINATION**

This contract may be altered or amended by mutual written consent or terminated by the Executive Administrator at any time by written notice to the contractor. Upon receipt of such termination notice, the contractor must, unless the notice directs otherwise, immediately discontinue all work in connection with the performance of the contract and promptly cancel all existing orders insofar as such orders are chargeable to the contract. Contractor must submit a statement showing in detail the work performed under the contract to the date of termination. TWDB will pay Contractor for the work actually performed under the contract, less all payments that have been previously made. Thereupon, copies of all work accomplished under the contract must be delivered to TWDB.

### **5.19 STOP WORK ORDER**

The Executive Administrator may issue a Stop Work Order to the contractor at any time. Upon receipt of such order, the contractor must discontinue all work under the contract and cancel all orders pursuant to the contract, unless the order directs otherwise. If the Executive Administrator does not issue a Restart Order within 60 days after receipt by the contractor of the Stop Work Order, the contract is terminated in accordance with the foregoing provisions.

**5.20 DISASTER RECOVERY PLAN** Upon request of TWDB, Respondent must provide descriptions of its business continuity and disaster recovery plans.

### **5.21 DEFAULT**

If the contractor is found to be in default under any provision of the contract, TWDB may cancel the contract without notice and either re-solicit or award the contract to the next best responsive and responsible Respondent. In the event of abandonment or default, the contractor will be responsible for paying damages to TWDB, including but not limited to re-procurement costs, and any consequential damages to the State of Texas or TWDB resulting from the contractor's non-performance. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

### **5.22 FORCE MAJEURE**

Neither Respondent nor TWDB will be liable to the other for any delay in or failure of performance of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure will 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.

### **5.23 OWNERSHIP/INTELLECTUAL PROPERTY, INCLUDING RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE**

For the purposes of the contract, the term “Work” is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, and intellectual property or other property developed, produced, or generated in connection with the contract. All work performed pursuant to the contract is made the exclusive property of TWDB. All right, title and interest in said property will vest in TWDB upon creation and will be deemed to be a work for hire and made in the course of the services rendered pursuant to the contract. To the extent that title to any such work may not, by operation of law, vest in TWDB, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to TWDB. TWDB has the right to obtain and to hold in its name any and all patents, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. The contractor must give TWDB and/or the state of Texas, as well as any person designated by TWDB and/or the state of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to the contractor for the services rendered under the contract.

Contractor must maintain and retain supporting fiscal and any other documents relevant to showing that any payments under the contract funds were expended in accordance with the laws and regulations of the state of Texas, including but not limited to, requirements of the Comptroller of the state of Texas and the State Auditor. The contractor must maintain all such documents and other records relating to the contract and the State’s property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor must make available at reasonable times, upon reasonable notice, and for reasonable periods, all documents and other information related to the “Work” as defined as work products developed by the contractor and subcontractor using funds provided under the contract or otherwise rendered in or related to the performance in whole or part of the contract, including but not limited to reports, drafts of reports, or other material, data, drawings, studies, analyses, notes, plans, computer programs and codes, or other work products, whether final or intermediate. Contractor and any subcontractor(s) must provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Contractor must retain all work and other supporting documents pertaining to the contract, for purposes of inspecting, monitoring, auditing, or evaluating by the TWDB and any authorized agency of the state of Texas, including an investigation or audit by the State Auditor.

Contractor must cooperate with any authorized agents of the state of Texas and must provide them with prompt access to all of such State’s work as requested. Contractor’s failure to comply with this Section will constitute a material breach of the contract and will authorize TWDB and the State of Texas to immediately assess appropriate damages for such failure. Pursuant to Texas Government Code § 2262.003, the acceptance of funds by Contractor or any other entity

or person directly under the contract, or indirectly through a subcontract under the contract, constitutes acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds.

#### **5.24 DRUG-FREE WORKPLACE POLICY**

Contractor must comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment. The final rule detailing requirements for drug-free workplace (grants) issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference, and Contractor must comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

**5.25 FALSE STATEMENTS** If Respondent signs its bid or response with a false statement or it is subsequently determined that Respondent has violated any of the representations, guarantees, warranties, certifications or affirmations included in its bid or response, Respondent will be in default under the Contract and TWDB may terminate or void the Contract.

#### **5.26 INSURANCE AND OTHER SECURITY**

Respondent represents and warrants that it will obtain and maintain for the term of any contract resulting from this solicitation all insurance coverage required to ensure proper fulfillment of the Contract and its liabilities thereunder, including but not limited to professional liability coverage. Respondent must insure any of its motor vehicles used to fulfill its duties under the Contract and ensure that its subcontractors do the same.

Respondent represents and warrants that all the above coverage will be with companies licensed in the state of Texas, with "A" rating from A.M. Best, and authorized to provide the corresponding coverage. Respondent represents and warrants that it will maintain the above insurance coverage during the term of any contract resulting from this solicitation and will provide TWDB with an executed copy of the policies immediately upon request.

#### **5.27 ORDER PRECEDENCE**

In the event of conflicts or inconsistencies between the contract and its exhibits or attachments, such conflicts or inconsistencies will be resolved by reference to the documents in the following order of priority: Signed Contract (or Notice of Award), Attachments to the Contract (or Notice of Award), Request for Qualifications, and Respondent's Response to Request for Qualifications.

#### **5.28 PROPRIETARY INFORMATION**

The TWDB is a government agency subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552. The Response and other information submitted to TWDB by Respondent are subject to release as public information. The Proposal and other submitted information will be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted information, Respondent must clearly label that proprietary or confidential information and identify the specific

exception to disclosure in the PIA. Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and will make the entire Proposal subject to release under the PIA. In order to trigger the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by Respondent to be proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified as proprietary or confidential will be deemed to be subject to disclosure pursuant to the PIA.

### **5.29 PUBLIC DISCLOSURE**

No public disclosures or news releases pertaining to the Contract may be made without prior written approval of TWDB.

### **5.30 TAXES**

The contractor represents and warrants that it will pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, state, or local income, sales or excise taxes of the contractor or its employees. TWDB will not be liable for any taxes resulting from the Contract.

### **5.31 INTERESTED PARTIES**

All non-governmental contractors are required to submit a Certificate of Interested Parties at the time the signed contract is submitted to TWDB. The Certificate of Interested Parties (Form 1295) is a sworn statement by the contracting business entity and must be submitted even if there is no interested party in the transaction. The Form 1295 and instructions for completing and submitting the form are available at: <https://www.ethics.state.tx.us/tec/1295-Info.htm>. TWDB is prohibited from executing a contract unless the contracting business entity submits a completed Form 1295. Any contract resulting from a TWDB procurement with a business entity will be void if the Certificate of Interested Parties is not submitted within 30 days of submitting an executed contract.

### **5.32 CONFIDENTIALITY AND SECURITY**

Contractor must maintain and protect any information it receives, compiles, or creates as a result of the Contract in accordance with any federal, state, or local laws and regulations that apply. Contractor must establish a method to secure the confidentiality of records and other information relating to TWDB in accordance with applicable federal and state laws, rules, and regulations.

**CONTENT ITEM 1**  
**EXECUTION OF RESPONSE**  
to the  
**REQUEST FOR QUALIFICATIONS**

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Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Vendor ID: \_\_\_\_\_

(aka: Texas Taxpayer ID)

HUB Status: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

I, \_\_\_\_\_, am the above-referenced company's representative and I am authorized to submit this response and sign future contract documents. By signing below, the representative certifies that if a Texas address is shown as the address, Respondent qualifies as a Texas Bidder as defined in Texas Government Code § 2155.444.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title:

**CONTENT ITEM 2**  
**COMPANY PROFILE SUMMARY AND HISTORY**

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(to be provided by Respondent)

**CONTENT ITEM 3**  
**RESUMES OF INDIVIDUALS**

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(to be provided by Respondent)



## **CONTENT ITEM 4**

### **HISTORICALLY UNDERUTILIZED BUSINESSES SUBCONTRACTING PLAN**

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Please see SECTION IV, GENERAL INFORMATION, 4.1.B, Item 4

All HUB Subcontracting Plan Forms must be completed and submitted with the Response.

The forms are entitled and can be found at:

<http://comptroller.texas.gov/procurement/prog/hub/hub-subcontracting-plan/>

HUB Subcontracting Plan Form

HUB Subcontracting Plan Form, SECTION 2 continuation sheet

HUB Subcontracting Plan Good Faith Effort - Method A (Attachment A)

HUB Subcontracting Plan Good Faith Effort - Method B (Attachment B)

HUB Subcontracting Opportunity Notification Form

**CONTENT ITEM 5**  
**OWNERSHIP OF BUSINESS ENTITY**  
**Name(s) and Social Security Number(s) of Each Person with at least**  
**25 Percent Ownership of the Business Entity Submitting the RFQ**

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\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security Number

**CONTENT ITEM 6**  
**PRIOR PROJECT EXPERIENCE**

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(to be provided by Respondent)

**CONTENT ITEM 7**  
**ORGANIZATIONAL CHART**

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(to be provided by Respondent)

**CONTENT ITEM 8**  
**TECHNICAL APPROACH**

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(to be provided by Respondent)