

TO: Board Members

THROUGH: Kevin Patteson, Executive Administrator
Robert Mace, Ph.D., P.G., Deputy Executive Administrator, Water Science & Conservation
Les Trobman, General Counsel

FROM: Gilbert R. Ward, Grants Coordinator, Flood Mitigation Planning

DATE: April 21, 2016

SUBJECT: Lower Rio Grande Valley Colonia Stormwater Drainage Study on behalf of Texas General Land Office

ACTION REQUESTED

Consider authorizing the Executive Administrator to negotiate and execute a contract on or before July 12, 2016, in an amount not to exceed \$980,267.25 in funding to the Texas Water Development Board through the Texas General Land Office and from the U.S. Department of Housing and Urban Development for the Lower Rio Grande Valley Colonia Drainage Planning Study.

BACKGROUND

The General Land Office is the lead state agency for managing disaster recovery grants through the U.S. Department of Housing and Urban Development. Following the occurrence of Hurricane Dolly and Hurricane Ike in 2008, the U.S. Department of Housing and Urban Development made funding available to the state of Texas from their Community Development Block Grant Program related to disaster relief, long-term recovery, and restoration of infrastructure, housing, and economic revitalization.

In 2008, the U.S. Department of Housing and Urban Development accepted a fair housing complaint filed against the state of Texas by two housing advocacy groups. To ensure that existing and future federal disaster recovery funds would not be jeopardized, the state prepared an “Analysis of Impediments to Fair Housing”, which was subsequently approved by the Department of Housing and Urban Development, and from which formed the basis of the Conciliation Agreement between the state of Texas and the Department of Housing and Urban Development relative to the complaint. One of the specific impediments which was addressed by the analysis was that “...many colonias residents live in developments that have insufficient infrastructure and protections against flooding and are impacted by flooding...”. The action to address this impediment was to “...examine the infrastructure needs in colonias, in particular the use of disaster recovery funds to provide drainage improvements to correct flooding

<p style="text-align: center;">Our Mission</p> <p>To provide leadership, information, education, and support for planning, financial assistance, and outreach for the conservation and responsible development of water for Texas</p>	<p>⋮</p> <p>⋮</p> <p>⋮</p> <p>⋮</p> <p>⋮</p> <p>⋮</p> <p>⋮</p>	<p style="text-align: center;">Board Members</p> <p>Bech Bruun, Chairman Kathleen Jackson, Board Member Peter Lake, Board Member</p> <p>Kevin Patteson, Executive Administrator</p>
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problems...”. In order to accomplish the action to this impediment, a comprehensive drainage analysis is required to adequately assess existing flood hazards and evaluate storm water infrastructure needs associated with colonias.

On April 18, 2013, the Board authorized the Executive Administrator to execute an Interagency Contract between the General Land Office and the Texas Water Development Board (TWDB) in which the TWDB would provide specified services, namely to develop and implement a Comprehensive Border Colonia Stormwater Drainage Study to evaluate and assess flooding and drainage infrastructure needs in colonias impacted by Hurricane Dolly within Cameron, Hidalgo, and Willacy counties of the Lower Rio Grande Valley. TWDB staff would be responsible for overseeing management of the study, including publishing the request for qualifications, vendor selection, monitoring study progress, review and approval of invoices and billing payments, and review and approval of all study reports and final recommendations.

Execution of the interagency contract between the TWDB and the General Land Office occurred April 23, 2013, for approved funding through the General Land Office of \$3,000,000. TWDB published the request for qualifications for engineering services in May 2013. From responses submitted by interested firms, the TWDB executed a contract with the selected firm of Jeffrey S. Ward and Associates, Inc. in October 2013, and study activities were initiated immediately upon contract execution. The following activities have been completed to date:

1. Data Collection – the collection and development of geospatial data including: seamless topography (+/- 0.5 foot accuracy) based on Light Detection and Ranging (LiDAR) information for the three county Lower Rio Grande Valley study area; colonia boundaries for the 1,034 colonias as defined by the Office of the Secretary of State and the Attorney General of Texas Office; people information (low- and moderate-income indexing and population); community information (city boundaries and drainage district boundaries); risk information (historic flooding information, floodplains, soil survey, and low terrain analysis); and infrastructure information (model subdivision communities, existing drainage infrastructure, and identified projects to alleviate flooding).
2. Assessment of 1,034 colonias for prioritization of all colonias – the development of criteria, scoring matrix, and a geographic information system based geo-processing program.
3. Site visits – have been conducted on 404 high priority colonias to validate database information and evaluate local flooding conditions within each of these colonias.
4. Localized analysis of 40 colonias – hydrologic/hydraulic analyses has been performed including the development of mitigation alternatives to establish methodologies and display study deliverables to stakeholders.
5. Public Outreach – three public meetings, four public workshops, numerous meetings with housing advocate committees, and resident communication during site visits were conducted over the past two years.

KEY ISSUES

In September 2014 the agreement between the TWDB and the General Land Office was amended to include an additional \$980,267.25 in funding. In March 2015 the agreement was

again amended to extend the study completion deadline to December 31, 2016, and expand the study's scope of work to include additional public outreach, public coordination, and additional colonia site visits from what were included in the original project scope of work. During the meeting held September 9, 2015, the Board authorized the Executive Administrator to publish a request for qualifications for engineering services associated with the additional authorized funding for the project, including the review of statements of qualifications submitted in response to the request for qualifications and for vendor selection. Upon authorization from the Board, staff initiated the vendor selection process and published the request for qualifications in October 2015. Attachment A provides a copy of the request for qualifications as published. There were 10 responses to the request for qualifications submitted by the published submittal deadline date in November which were reviewed and scored by staff. Criteria used for the selection was based on procurement requirements in Texas Government Code, Chapter 2254, and also included but was not limited to:

- Experience and qualifications of firm (or team) as it relates to performance of drainage studies, flood damage assessments, and development of flood mitigation alternatives.
- Experience of firm (or team) specific to projects conducted in the Lower Rio Grande Valley area.
- Experience with the establishment and performance of public outreach activities and coordination of effective communication efforts.
- Experience and qualifications of key personnel as it relates to capacity and ability to perform and meet the prescribed schedules for the project.
- Utilization of Disadvantaged Business Enterprise Program firms (prime contractor or subcontractor) as required when federal funds are being used.

Attachment B provides a compilation of all statements of qualifications which were submitted, listed from highest to lowest as ranked by staff review and scoring. The statement of qualifications submitted by the team led by the firm of Jeffrey S. Ward and Associates, Inc., has been selected from staff review and is presented to the Board for consideration. If during contract negotiations with the respondent it is determined that they cannot accept, then the contract negotiations will be extended to the next highest respondent until the contract is successfully negotiated and executed.

RECOMMENDATION

The Executive Administrator recommends approval of this item.

This recommendation has been reviewed by legal counsel and complies with applicable statutes and TWDB rules.

Attachment A: Request for Qualifications Number 580-16-RFQ0001A
Attachment B: Compilation of Respondents as Ranked by Staff Review

Attachment A



REQUEST FOR QUALIFICATIONS NO. 580-16-RFQ0001A

FOR

**CONTINUATION OF THE STORMWATER DRAINAGE PLANNING
FOR THE LOWER RIO GRANDE VALLEY**

Class-Item Codes: 926/72, 925/28

RESPONSES DUE:

10:00 AM, CT, WEDNESDAY, NOVEMBER 4, 2015

**Texas Water Development Board
P.O. Box 13231
Austin, TX 78711-3231
Contact: Angela Wallace
Phone: 512-463-7979
Email: contracts@twdb.texas.gov**

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FOR THE LOWER RIO GRANDE VALLEY**

SECTION I – OVERVIEW

1.1 OVERVIEW

The Texas Water Development Board (TWDB) requests responses to the Request for Qualifications (RFQ) from qualified engineering firms (Respondents) for the award of a Services contract to provide Engineering Services as described in SECTION II. The TWDB is issuing this RFQ in accordance with the provisions of Title 24 of the Code of Federal Regulations (CFR) Part 85 relating to Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and other state and federal statutes and regulation which will be detailed in the final contract. Selection of a Respondent(s) may occur in a two-step process, including a) written responses to this RFQ, and b) interviews of those Respondents included in a “short list” of preferred candidates, if deemed necessary by reviewers of the submitted RFQs.

1.2 CONTRACT TERM

The Services requested herein, and to be provided under any Contract awarded as a result of this RFQ, are to be provided upon execution of the contract through August 31, 2016. The contract for Services may be renewed for up to one (1) year, beginning September 1, 2016 thru August 31, 2017, contingent upon available funding and approval from TWDB, General Land Office (GLO) and United States Department of Housing and Urban Development (HUD). The renewal, if exercised, is to be executed in the form of a contract amendment to be issued by TWDB no sooner than ninety (90) days prior to the expiration date of the initial contract, and no later than the final day of the initial contract period. Refusal by any party to exercise the renewal will cause the Contract to expire on the initial contract period ending date of December 31, 2016. TWDB reserves the right to add terms and conditions during contract negotiations.

1.3 COMPENSATION

Compensation will be determined based on the value of the contract negotiated through the Scope of Work as indicated in Section 2.1 Description of Services.

1.4 BACKGROUND

Following the occurrence of Hurricanes Dolly and Ike in 2008, the U.S. Department of Housing and Urban Development made funding available to the State of Texas from their Community Development Block Grant (CDBG) program related to disaster relief, long-term recovery and restoration of infrastructure, housing and economic revitalization. In March 2011, the State prepared and submitted the Phase I, Analysis of Impediments to Fair Housing (AI), approved by HUD on May 13, 2011, which was intended to be a tool to be used by state agencies and recipients of CDBG disaster recovery funding specifically associated with Hurricanes Dolly and Ike. The Phase I AI identified sixteen impediments to fair housing and included recommended actions for each. The Project subject of this RFQ is specific to helping address Impediment 14 which states:

“Many colonias residents live in developments that have insufficient infrastructure and protections against flooding and are impacted by flooding beyond events like Hurricanes Dolly and Ike.”

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The Phase I AI proposed action to Impediment 14 is as follows:

“The state COGs and local jurisdictions should examine the infrastructure needs in colonias, in particular the use of CDBG disaster recovery funds to provide drainage improvements to correct flooding problems in the wake of Hurricane Dolly, and the historical provision of public infrastructure and housing assistance to meet those needs in border and non-border colonias.”

TWDB contracted with an engineering firm in Fiscal Year 2013 for this project. In late 2015 additional funds were provided to TWDB to enhance certain tasks of the SOW.

1.5 PROJECT PURPOSE AND LOCATION

The purpose of this RFQ is to expand on the Hydraulic and Hydrologic Studies and Public Outreach. In addition, this proposed project will develop the necessary drainage planning required to address the action to Impediment 14. Respondents are requested to provide engineering and planning qualifications and experience related to the evaluation and assessment of flooding and drainage infrastructure needs. The project area, for purposes of this RFQ, is defined as the Lower Rio Grande Valley (LRGV), consisting of Hidalgo County, Cameron County and Willacy County, specifically as the analysis will pertain to colonias within this three county LRGV study area.

1.6 DEFINITIONS

For purposes of this RFQ, the following definitions apply:

- A. Contract – The contract awarded as a result of this RFQ and all attachments thereto. This RFQ, any Addendum issued in conjunction with this RFQ, the successful Respondent’s proposal, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits.
- B. CDBG – Community Development Block Grants
- C. CFR – Code of Federal Regulations
- D. Contractor – Respondent whose RFQ results in a contract with TWDB.
- E. Current Contractor – The contractor that was procured in Fiscal Year 2013 which will lead the project
- F. FEMA – Federal Emergency Management Agency
- G. FIS – Flood Insurance Study
- H. GLO – Texas General Land Office
- I. HUD – the United States Department of Housing and Urban Development
- J. LRGV – Lower Rio Grande Valley
- K. LiDAR – Light Detection and Ranging or Laser Imaging Detection and Ranging
- L. NFIP – National Flood Insurance Program
- M. OMB – United States Office of Management and Budget
- N. PMP – Project Management Plan
- O. RFQ – Request for Qualifications
- P. TWDB– Texas Water Development Board

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- Q. Respondent – the firm or firms who submit an RFQ
- R. SOQ – Statement of Qualifications. The response to this RFQ
- S. SOW – the Scope of Work tasks and activities necessary to achieve the desired goals and purpose of the project.
- T. TGC – Texas Government Code
- U. USACE – United States Army Corps of Engineers
- V. USC – United States Code

SECTION II – STATEMENT OF WORK

2.1 DESCRIPTION OF SERVICES

Services may include, but are not limited to, the activities detailed in this RFQ. The selected Contractor will be an independent contractor who shall perform tasks as determined by TWDB and the current contractor, to successfully achieve the purpose of the project. Upon selection of the Contractor, a final Scope of Work (SOW) will be prepared by the Contractor. The Contractor will provide a total cost to accomplish the SOW, which will form the basis of the contract. The TWDB reserves the right to reject all submittals in response to this RFQ, or any response which does not strictly comply with the minimum requirements.

The purpose of the proposed project is to continue the development of the necessary drainage planning required to address the proposed action to Impediment 14. Respondents are requested to provide engineering and planning qualifications and experience related to the evaluation and assessment of flooding and drainage infrastructure needs. The project area for purposes of this RFQ is defined as the Lower Rio Grande Valley (LRGV) area, consisting of Hidalgo County, Cameron County and Willacy County specifically, as the analysis will pertain to colonias within this three county study area.

2.2 PROJECT MANAGEMENT, PROJECT ADMINISTRATION, MEETINGS

A Project Management Plan (PMP) will be prepared to help guide the study process, ensure adherence to fiscal requirements of the project, compliance with project status reporting and invoicing requirements, and the scheduling of study milestones and project deliverables. The PMP should include a Quality Assurance/Quality Control Plan (QA/QC) which would define and ensure adherence to acceptable or preferred engineering standards, methodologies and procedures which will be used; survey and mapping standards (including the minimum Federal Emergency Management Agency (FEMA) study and mapping requirements); collection and review of field data and the use of that data; hydrologic and hydraulic modeling (which will be done in conformance with all FEMA and U.S. Army Corps of Engineers (USACE) guidance and standards); contract defined project deliverables; etc.

In order to ensure that the views and concerns of the general public be considered and incorporated into the planning effort, a minimum of three (3) public meetings within each county must be conducted during the course of the project. The first public meeting shall be held at the project study kick-off event, the second public meeting should be held near the midpoint of the

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study and the final meeting should be held at the time the draft final report is available for review. There will also be considerable public coordination and public outreach among local homeowners and housing groups regarding this project.

2.3 HYDROLOGIC MODEL DEVELOPMENT

As assigned by the current contractor, for each project watershed, a GIS-based hydrologic model will be developed utilizing the USACE Hydrologic Engineering Center-Hydrologic Modeling System (HEC-HMS) model, or similar. The model shall include both existing and future land use conditions (to be determined through coordination with County officials). The selection of model parameters, as well as the most appropriate and accurate analytical methodologies, will be as agreed upon with the TWDB. The Contractor will prepare a Technical Memorandum for use by the TWDB which will assess, compare and recommend model parameters, methodologies, etc. The Technical Memorandum will form the basis from which the TWDB can assess and evaluate the most appropriate options for use. The Technical Memorandum, as well as model calibration results, will be included as part of the final report. The hydrologic model will develop peak flow rates for storm frequency recurrence intervals, development conditions, and at locations in the watershed, as agreed upon by the TWDB and the engineer. Peak flow rates, as determined by the hydrologic model, will then be used in the hydraulic model as described in the next section.

2.4 HYDRAULIC MODEL DEVELOPMENT

As assigned by the current contractor, hydraulic models will be developed for selected stream reaches, as determined by the TWDB, utilizing the USACE HEC-River Analysis System (HEC-RAS) model, or similar. The selection of model stream reaches will be based on the location of colonias and the over-all goal of the project (that being to define the occurrence of flood problems in colonias and develop flood mitigation alternatives to mitigate those problems). The hydraulic model shall be geo-referenced to a common datum. All model parameters and other modeling assumptions will be based on field visits, county maintenance practices, engineering judgment, and shall be agreed upon by the TWDB and the Contractor.

Flood profiles will be developed under the various storm frequency and development condition scenarios and analyzed under the hydrologic modeling task. The Contractor will prepare a Technical Memorandum for use by the TWDB which will assess, compare and recommend model parameters, methodologies, etc. The Technical Memorandum will form the basis from which the TWDB can assess and evaluate the most appropriate options for use. The Technical Memorandum, as well as model calibration results, will be included as part of the final report. Final model results of flood discharge and water surface will be presented in plan (aerial) and cross-sectional views under all modeling scenarios.

2.5 ESTABLISHMENT OF FLOOD PROTECTION CRITERIA AND EVALUATION OF FLOOD MITIGATION ALTERNATIVES

Federal, state and local flood protection criteria will be compiled. The TWDB will review and establish project specific criteria and evaluation measures to be used in the development and assessment of various flood mitigation alternatives, and under which scenarios should

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alternatives be considered. An assessment of drainage infrastructure needs for each colonia will be detailed. Flood protection alternatives to be considered shall include the following non-structural and structural alternatives, either stand alone or in various combinations:

Non-structural alternatives-

- A. Identification of high flood hazard areas for future development and land-use planning;
- B. Buyout and demolition of flood prone properties;
- C. Structure elevation;
- D. Flood early warning systems, street closure procedures, evacuation plans;
- E. Development of drainage maintenance procedures, or modification to existing plans; and
- F. Modification or updates to county flood damage prevention court orders.

Structural alternatives-

- A. Detention or retention ponds (local or regional);
- B. Dredging or clearing;
- C. Stormwater collection system (both below- and above-ground);
- D. Levees;
- E. Enlargement or replacement of bridges and/or culverts; and
- F. Channelize streams and ditches.

2.6 HYDROLOGIC AND HYDRAULIC ANALYSIS OF ALTERNATIVES

Various potential structural and non-structural flood mitigation alternatives will be evaluated utilizing the hydrologic and hydraulic models developed by the previous tasks. The assessment will include an analysis of the effects of each alternative and the resulting level of flood protection or flood reduction capability expected under each flooding scenario. The assessment will also include any possible deleterious impacts (both upstream and downstream) of the alternative. Analyses, data assessment and results of these activities will be presented in a Technical Memorandum for review by the TWDB.

2.7 CONSIDERATION OF ENVIRONMENTAL CONSTRAINTS RELATIVE TO MITIGATION ALTERNATIVES

This activity is not considered as work tasks necessary to satisfy National Environmental Policy Act (NEPA) requirements, but rather merely cursory in nature to assist the engineer and the TWDB in the comparison of possible flood mitigation alternatives. At a minimum, federal and state agency files will be reviewed in order to determine the potential for occurrence of soil or water contamination, delineation of wetland areas, species habitats and/or occurrence of threatened or endangered species, occurrence of prime farmland, historical or cultural sites, etc. Information and data compiled, along with its discussion and evaluation will be detailed in a Technical Memorandum for review by the TWDB.

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2.8 COST EFFECTIVENESS ANALYSIS OF ALTERNATIVES

The engineer will establish a benefits and costs comparison matrix which will be used to evaluate various alternatives, or combination of alternatives, on a less subjective and more equitable basis. Benefits to be considered will be economics oriented, but could also include such comparison items as multi-use functionality, level of flood protection provided, creation of wildlife protection areas and habitat, reduction of flood hazard area, timeliness of implementation, safety issues, public awareness, etc. Costs to be considered will be economics oriented, but may also include potential environmental impacts, public perception regarding right-of-way acquisition (eminent domain authority), loss of historical or cultural areas, loss of prime farmland, etc. In order to evaluate project financial costs, a preliminary engineering design and an opinion of probable costs will be prepared for each structural project. All information, both considered and eventually selected for use, selection criteria and evaluation methods, and the results of the cost effectiveness analysis will be presented in a Technical Memorandum for review by the TWDB.

2.9 FLOOD MITIGATION ALTERNATIVE RECOMMENDATIONS

Utilizing the results of the alternatives analysis, and as directed by the TWDB, the Contractor will develop recommended alternatives which, when implemented, will mitigate flood hazard risks occurring in colonias located within the LRGV project area of Cameron, Hidalgo and Willacy counties. The recommended alternatives will be prioritized based on the alternatives analysis and consistent with planning objectives and goals of each county.

SECTION III – DELIVERABLES

3.1 REPORTS

The Contractor will provide a report to the current contractor for inclusion of the draft study report that will be prepared by the current contractor for review and comment by the TWDB. The draft report will also be presented at the final public meeting in order to solicit comments from the general public. An anticipated 30-day to 60-day comment period is expected. The Contractor will respond to all comments and a final report will be prepared and submitted to the TWDB. *Acceptance of the Final Report by the TWDB indicates the successful completion of the project.*

Ultimate report organization and content will be determined by the TWDB and detailed within the PMP, but at a minimum will contain:

- A. An Executive Summary of the report;
- B. A description of the project background, purpose and goals;
- C. A discussion of all analyses conducted and the results thereof;
- D. Delineated areas and discussion of flood problem areas in each colonia;
- E. Recommendations of flood mitigation alternatives including evaluation criteria and specific measures used in the comparison of alternatives;

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- F. Maps and tables prepared and presented such that they clearly relate the study data/results and illustrate the intended purpose; and
- G. Appendices containing all analyses, models, preliminary engineering design of structural alternatives considered by the project, and Technical Memorandums prepared during the course of the study.

SECTION IV – GENERAL INFORMATION

4.1 SOQ REQUIREMENTS

- A. **Submission:** The Respondent shall submit one (1) original and three (3) copies of the SOQ as follows:
 - 1) One (1) complete ORIGINAL response (marked Original) which shall include the solicitation document(s). The SOQ pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Proposal.
 - 2) COPIES – Three (3) unbound copies, which shall **NOT** include pricing for the evaluation committee’s review. The copies shall be single sided 8½ x 11-inch paper. Response may be tab indexed.
 - 3) Responses must be delivered to the address noted in the RFQ.
 - 4) Responses must be clearly marked **RESPONSE TO RFQ 508-16-RFQ0001**
 - 5) Responses must be complete and comprehensive

- B. **Contents:** The Respondent shall submit all information listed below, in the order given, separated by labeled and tabbed sheets, as the SOQ to this RFQ. The SOQ will only be considered if all items are submitted as required. Incomplete responses to this RFQ may not be considered.
 - 1) Section 1: Signed/dated Execution of Proposal to the Request for Qualifications (Attachment A)
 - 2) Section 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, phone number, and email address of contact person for any questions on the proposal
 - c. Name and title of person submitting the proposal with the authority to bind the company
 - d. Describe the general nature of previous work, the number of years in business, size and scope of operation.

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- 3) Section 3: Company References - Provide references from a minimum of three (3) customers to whom the Respondent has provided services in the past 36 months similar to the scope of work described in this specification.
- 4) Section 4: Resumes of Individuals - Submit resumes for each individual who will work on this project. ***PLEASE NOTE: Resumes do not count towards the two page maximum.***
- 5) Section 5: Historically Underutilized Businesses Subcontracting Plan
- 6) Section 6: Name(s) and Social Security Number(s) of Each Person with at least 25 Percent Ownership of the Business Entity Submitting the RFQ (if applicable)

4.2 SOQ COSTS

Respondents are responsible for all costs in the preparation and delivery of the SOQ to TWDB.

4.3 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 shall be in accordance with the state travel and per diem allowances detailed at <https://fmx.cpa.state.tx.us/fmx/travel/index.php>.

4.4 MEETINGS

Any meetings and or/conference calls will be held on regular business days during regular business hours upon mutually agreed upon dates and times.

4.5 SCHEDULE OF EVENTS

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

EVENT DATE (Central Daylight Time)

Issue Request for Qualifications	October 21, 2015
Deadline for Submission of Response	November 4, 2015
Expected Date of Award of Contract	November 11, 2015
Expected Contract Start Date	November 11, 2015

4.6 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.

4.7 INQUIRIES

- A. All inquiries shall be submitted in writing to the Attention of TWDB Contract Administration Staff Angela Wallace via e-mail to contracts@twdb.texas.gov no later than the Deadlines for Inquiries.
- B. Except as otherwise provided in this Section, upon issuance of this RFQ, other employees and representatives of TWDB will not answer questions or otherwise discuss the contents of the RFQ with any potential Respondent or its

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representatives. Failure to observe this restriction may result in disqualification of any subsequent RFQ. This restriction does not preclude discussions unrelated to this RFQ.

4.8 PROPOSAL SUBMISSION

- A. All responses shall be received and date stamped at TWDB on the date received by the deadline in the Schedule of Events above. TWDB will not accept late submittals.
- B. Responses should be placed in a separate envelope or package and correctly identified with this RFQ number and submittal deadline/RFQ opening date and time. It is Respondent's responsibility to appropriately mark and deliver this response to TWDB by the specified date.
- C. Telephone, facsimile or emailed responses will **not** be accepted.
- D. 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 proposal. TWDB will not be responsible for locating or securing information that is not included in your proposal.

4.9 DELIVERY OF PROPOSAL

Proposal may be submitted to TWDB by one of the following methods:

U.S. Postal Service

Texas Water Development Board
Contracting & Purchasing
P.O. Box 13231
Austin, TX 78711-3231

Overnight/Express Mail or Hand Delivery

Texas Water Development Board
1700 North Congress Avenue, 6th Floor Reception Desk
Austin, TX 78701
Hours – 8:00 a.m. to 5:00 p.m. (CT)

4.10 PROPOSAL OPENING

SOQ's will be opened at 1700 North Congress, 6th Floor, Austin, TX, at the submittal deadline. Only Respondent's names will be read.

All submitted SOQ's become the property of TWDB after the submittal deadline/opening date. SOQ's submitted shall constitute an offer for a period of ninety (90) days or until selection is made by TWDB, whichever occurs first

4.11 EVALUATION AND AWARD

- A. TWDB shall award a Contract to the vendor whose SOQ is considered to provide the best value to the State of Texas, as defined by Texas Government Code, Title 10, Section 2155.074.
- B.
- C. A committee will be established by TWDB (including TWDB employees) to evaluate the Proposals.

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

Points Available	
0 – 30	Qualifications and Experience
0 – 30	Technical Issues
0 – 25	Organization and Project Management
0 – 10	Reports and Deliverables
0 – 05	Reviewers Overall Assessment
100	Total Points Possible

- D. 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 Proposal. A request for a BAFO is at the sole discretion of TWDB and will be extended in writing.
- E. Past Performance: A Respondent’s past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of §2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov’t Code. Respondents may fail this selection criterion for any of the following conditions:
- 1) A score of less than 90% in the Vendor Performance System;
 - 2) Currently under a Corrective Action Plan through the CPA;
 - 3) Having repeated negative Vendor Performance Reports for the same reason; or
 - 4) Having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.).

Contractor performance information is located on the CPA web site at:
http://comptroller.texas.gov/procurement/prog/vendor_performance/

SECTION V – GENERAL TERMS AND CONDITIONS

5.1 GENERAL TERMS & 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. In addition, any Contract awarded as a result of this RFQ shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, and 2157.003 shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.

5.2 PATENTS OR COPYRIGHTS

The Contractor agrees to protect the State and TWDB from claims involving infringement of patents or copyrights. TWDB will not consider any SOQ that bears a copyright. SOQ 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,

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submitted as part of a SOQ, shall be clearly marked at each page it appears. Such marking shall be in boldface type at least 14 point font.

5.3 CONTRACTOR ASSIGNMENTS

Contractor hereby assigns to TWDB any and all claims for overcharges associated with this Contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

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 Historically Underutilized Businesses (HUBs) or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161, Subchapter F, and HUB Rules promulgated by the Comptroller of Public Accounts (CPA), 34 TAC, Chapter 20.

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. Vendors who meet the qualifications are strongly encouraged to apply for certification as HUBs.

TWDB has determined that subcontracting is probable under any Contract awarded as a result of this RFQ. **ALL VENDORS 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 Vendors must demonstrate a good faith effort to contract with new HUBs if currently proposed HUBs have performed as subcontractors to the Vendor for more than five (5) years. If the Vendor does not plan to subcontract, Vendor must state that fact in their plan. An original, signed paper copy of the HSP must be submitted in an envelope that is separate from the rest of the proposal. The completed plan shall become a part of the contract that may be awarded as a result of this RFQ.

5.5 HUB CONTINUING PERFORMANCE

Any Contract(s) awarded as a result of this RFQ shall include reporting responsibilities related to HUB subcontracting. Awarded Vendors 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.

5.6 HUB RESOURCES AVAILABLE

A list of certified HUBs is available on the Texas Comptroller of Public Accounts (CPA) Web site at: <http://www.window.state.tx.us/procurement/cmb1/hubonly.html>. For additional

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information, contact the CPA's HUB program office at Texas4hubs@cpa.state.tx.us. If Vendors know of any businesses that may qualify for certification as a HUB, they should encourage those businesses to contact the CPA HUB program office.

5.7 RESPONDENT'S AFFIRMATION

Signing this response (Attachment A – Execution of Request for Qualifications) with a false statement is a material breach of Contract and shall void the submitted response or any resulting Contract(s), and the Respondent shall be removed from all bid lists. By signature hereon affixed on Attachment A the Respondent hereby certifies that:

- A. The Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid;
- B. Neither the respondent nor the firm, corporation, partnership, or institution represented by the respondent, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws, nor communicated directly or indirectly this RFQ made to any competitor or any other person engaged in such line of business;
- C. Pursuant to Section 2155.004, Government Code, the respondent has not received compensation for participation in the preparation of the specifications for this RFQ;
- D. Pursuant to Section 231.006 (d), Family Code, re: child support, the respondent certifies that the individual or business entity named in this bid 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;
- E. Under Section 2155.004 Government Code, the respondent certifies that the individual or business entity named in this RFQ 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;
- F. The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Contractor or any agent, employee, subcontractor, or supplier of Contractor in the execution or performance of this contract;
- G. Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;
- H. Respondent certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, the Respondent will complete the following information in order for the bid to be evaluated:

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Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Respondent: _____
Date of Employment with Respondent: _____

- I. Respondent agrees to comply with Government Code Section 2155.4441, pertaining to service contract use of products produced in the State of Texas; and
- J. Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor’s Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor’s Office or its successor in the conducting of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
- K. By signing this RFQ, Respondent certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part 1, Chapter 20.

5.8 EXECUTIVE ORDER 13224

The TWDB is federally mandated to adhere to the directions provided in the President’s Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/Contractors with the Federal General Services Administration’s Excluded Parties List System (EPLS, <http://www.sam.gov>), which is inclusive of the United States Treasury’s Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

5.9 FAMILY CODE 231.006

Pursuant to Section 231.006 (c), Family Code, RFQ must include Names and Social Security Numbers of each person with at least 25 percent ownership of the business entity submitting the RFQ. Enter each person’s Name and Social Security Number. This information must be provided prior to the contract award

5.10 ADDED TERMS & CONDITIONS

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

5.11 DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the TWDB and the Contractor to attempt to resolve all disputes arising under this Contract.

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5.12 DAMAGES

TWDB, without limiting any other rights or remedies it may have by law, equity or under this Contract, will have the right to impose and collect liquidated damages as provided herein; will have the right to institute an action for actual damages and/or injunctive relief and/or to terminate the Contract immediately. Agency's termination of this Contract shall not limit or waive any remedies Comptroller may have for breach by Contractor of its past, present or future duties and obligations created by this Contract or otherwise required by applicable law.

5.13 NON-APPROPRIATION OF FUNDS

The State's funds are contingent on the availability of lawful appropriations by the Texas Legislature. If the Texas Legislature fails to continue funding for the payments due under an order referencing this Contract, the order will terminate as of the date that the funding expires, and TWDB will have no further obligation to make any payments.

5.14 PUBLIC INFORMATION

Information, documentation, and other material in connection with this solicitation or any resulting Contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the Respondent.

5.15 TECHNOLOGY ACCESS CLAUSE

The Contractor expressly acknowledges that State funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Contractor represents and warrants to the qualified ordering entity that the technology provided to the qualified ordering entity for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

- A. Providing equivalent access for effective use by both visual and non visual means;
- B. Presenting information, including prompts used for interactive communications, in formats intended for both visual and non visual use; and
- C. Being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this clause, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays and customizable display appearance.

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5.16 ETHICAL STANDARDS

Under Section 2155.003, Government Code, 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. 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. 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.

5.17 FRAUD

Respondents understand that the TWDB does not tolerate any type of fraud. The 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. Providers 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.

5.18 CONFLICT OF INTERESTS

A proposal will not be selected if it has 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 interest and all relationships that could reasonably be considered to pose possible conflicts of interest in the offer's performance of contract obligations. In addition, Offers must represent and warrant in its 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.

5.19 EXECUTIVE ORDER RP 80

Executive Order--RP 80 - The parties understand and agree that the selected Respondent shall be subject to the United States Department of Homeland Security's E-Verify system to determine the eligibility of all persons employed during the contract term to perform duties within the State of Texas, as well as all persons (including any subcontractors) assigned by selected Respondent to perform work pursuant to this Agreement.

5.20 CONTRACT ADMINISTRATION

The TWDB shall designate a project manager for this contract. The project manager will serve as the point of contact between the TWDB and the selected contractor. The TWDB's project manager shall supervise the TWDB's review of contractor's technical work, deliverables, draft reports, the final report, payment requests, schedules, financial and budget administration, and

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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.

5.21 VENDOR PERFORMANCE

State agencies shall report a vendor's performance on any purchase of \$25,000 or more from contracts administered by the commission or any other purchase made through an agency's delegated authority or a purchase made pursuant to the authority in Government Code, Title 10, Subtitle D or a purchase exemption from CPA/TPASS procurement rules and procedures.

5.22 CONTRACT REVISIONS

The Contract may only be revised through a written contract amendment process between the TWDB and Contractor.

5.23 DEFAULT

If Contractor is found to be in default under any provision of this 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, 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 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.

5.24 FORCE MAJEURE

Neither Contractor nor TWDB shall be liable to the other for any delay in, or failure of performance, of any requirement included in any PO resulting from this RFP caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

5.25 OWNERSHIP/INTELLECTUAL PROPERTY, INCLUDING RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE

For the purposes of this 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, intellectual property or other property developed, produced, or generated in connection with this Contract. All work performed pursuant to this Contract is made the exclusive property of TWDB. All right, title and

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interest in and to said property shall vest in TWDB upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this 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 shall have 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. 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 Contractor for the services rendered under this Contract.

Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this 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. Contractor shall maintain all such documents and other records relating to this 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 shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the "Work" as defined in paragraph 11.30 of this Contract. Contractor and the subcontractors shall 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 this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by TWDB and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor.

Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Contractor's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize the TWDB and the State of Texas to immediately assess appropriate damages for such failure. Pursuant to Government Code, §2262.003 the acceptance of funds by Contractor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. Contractor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Furthermore, 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.

5.26 DRUG FREE WORKPLACE POLICY

The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-

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free work environment; and the final rule, government-wide requirements for drug-free work place (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 the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

5.27 INSURANCE

Contractor represents and warrants that it will, within five (5) business days of executing this agreement, provide TWDB with current certificates of insurance or other proof acceptable to TWDB, that the insurance company providing the coverage meets the State of Texas statutory limits of coverage. Worker Compensation Insurance must cover all personnel who will provide services under this Contract.

Workers Compensation - Statutory Limits

Employers Liability: Each Accident: \$1,000,000

Disease – Each Employee: \$1,000,000

Disease – Policy Limit: \$1,000,000

Commercial General Liability Insurance - Occurrence based:

Bodily Injury and Property Damage: \$1,000,000

Aggregate Limit: \$2,000,000

Medical Expense each person: \$5,000

Personal Injury and Advertising Liability \$1,000,000 Products/Completed Operations Aggregate Limit \$2,000,000

Damage to Premises Rented to You \$50,000

Contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with “A” rating from A. M. Best, and authorized to provide the corresponding coverage. Contractor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to TWDB.

Contractor represents and warrants that it shall maintain the above insurance coverage during the term of this Contract, and shall provide TWDB with an executed copy of the policies immediately upon request.

5.28 ORDER PRECEDENCE

In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall 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 Proposals, and Respondent’s Response to Request for Proposals.

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5.29 PROPRIETY INFORMATION

The TWDB is a government agency subject to the Texas Public Information Act (PIA), Chapter 552, Gov't Code. The Proposal and other information submitted to the TWDB by the Respondent are subject to release as public information. The Proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted information, the 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 shall 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 the Respondent to be proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

The Contractor is required to make any information, created or exchanged with the State of Texas, 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.

5.30 PUBLIC DISCLOSURE

No public disclosures or news releases pertaining to this contract shall be made without prior written approval of TWDB.

5.31 SUBSTITUTIONS

Substitutions are not permitted without written approval of TWDB.

5.32 TAXES

Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. TWDB shall not be liable for any taxes resulting from this Contract.

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SECTION 1 - ATTACHMENT A

**EXECUTION OF PROPOSAL
to the
REQUEST FOR QUALIFICATIONS**

Company Name: _____

Address: _____

Phone Number: _____

I, _____, am the above-referenced company's representative and I am authorized to submit this proposal and sign future Contract documents.

Authorized Signature

Date

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SECTION 2 – COMPANY PROFILE SUMMARY AND HISTORY

(To be provided by Respondent)

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SECTION 3 – COMPANY REFERENCES

REFERENCE #1

Name of Organization:			
Business Address:			
Business City:			
Business State:		Zip:	
Contact Person Name:			
Contact Person Title:			
Phone Number:		Fax:	
Client Comments:			

THIS PAGE OR A REASONABLE FACSIMILE SHALL BE RETURNED WITH THE RESPONSE. FAILURE TO RETURN THIS PAGE OR A REASONABLE FACSIMILE WILL RESULT IN THE RESPONSE BEING CONSIDERED NON-RESPONSIVE. ANY NEGATIVE RESPONSE(S) MAY RESULT IN DISQUALIFICATION OF THE RESPONSE.

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SECTION 3 – COMPANY REFERENCES

REFERENCE #2

Name of Organization:			
Business Address:			
Business City:			
Business State:		Zip:	
Contact Person Name:			
Contact Person Title:			
Phone Number:		Fax:	
Client Comments:			

THIS PAGE OR A REASONABLE FACSIMILE SHALL BE RETURNED WITH THE RESPONSE. FAILURE TO RETURN THIS PAGE OR A REASONABLE FACSIMILE WILL RESULT IN THE RESPONSE BEING CONSIDERED NON-RESPONSIVE. ANY NEGATIVE RESPONSE(S) MAY RESULT IN DISQUALIFICATION OF THE RESPONSE.

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SECTION 3 – COMPANY REFERENCES

REFERENCE #3

Name of Organization:			
Business Address:			
Business City:			
Business State:		Zip:	
Contact Person Name:			
Contact Person Title:			
Phone Number:		Fax:	
Client Comments:			

THIS PAGE OR A REASONABLE FACSIMILE SHALL BE RETURNED WITH THE RESPONSE. FAILURE TO RETURN THIS PAGE OR A REASONABLE FACSIMILE WILL RESULT IN THE RESPONSE BEING CONSIDERED NON-RESPONSIVE. ANY NEGATIVE RESPONSE(S) MAY RESULT IN DISQUALIFICATION OF THE RESPONSE.

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SECTION 4 – RESUMES OF INDIVIDUALS

(to be provided by Respondent)

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SECTION 5

Historically Underutilized Businesses Subcontracting Plan

Please see SECTION IV, GENERAL INFORMATION, No. 4.5.

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](#)

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**SECTION 6
(if applicable)**

**Name(s) and Social Security Number(s) of Each Person with at least
25 Percent Ownership of the Business Entity Submitting the RFQ**

Name

Social Security Number

Attachment B

**COMPILATION OF RESPONDENTS –
AS RANKED BY STAFF REVIEW**

Name of Respondent	Ranking
Jeffrey S. Ward and Associates, Inc.	1
Civil Systems Engineering	2
Scheibe Consulting	3
LJA Engineering	4
Dannenbaum Engineering	5
Burton Johnson Engineering	6
S&B Infrastructure	6
CivilTech Engineering	8
Perez Consulting Engineers	9
Intelligent Engineering Services	10