



P.O. Box 13231, 1700 N. Congress Ave.  
Austin, TX 78711-3231, [www.twdb.texas.gov](http://www.twdb.texas.gov)  
Phone (512) 463-7847, Fax (512) 475-2053

## AGENDA ITEM MEMO

**BOARD MEETING DATE:** July 23, 2024

**TO:** Board Members

**THROUGH:** Bryan McMath, Interim Executive Administrator  
Ashely Harden, General Counsel  
Rebecca Trevino, Chief Financial Officer  
John T. Dupnik, P.G., Deputy Executive Administrator, Water Science and Conservation

**FROM:** Saul Nuccitelli, P.E., Director, Flood Science and Community Assistance  
Kathy Hopkins, Manager, Grant Coordination

**SUBJECT:** Flood Mitigation Assistance Swift Current Program Contractor Support

### **ACTION REQUESTED**

Consider authorizing the Executive Administrator to execute contracts with the two highest ranked firms to assist the TWDB in the development of sub-applications under the Flood Mitigation Swift Current Program as FEMA allocates funding to the TWDB in a total amount not to exceed \$4,000,000.

### **BACKGROUND**

The TWDB administers the Federal Emergency Management Agency's (FEMA's) Flood Mitigation Assistance Swift Current grant program in Texas and serves as the point of contact for the distribution of federal grants for mitigation planning and project implementation. The program assists states and communities by providing federal funds immediately after a presidentially declared flood disaster to mitigate affected repetitively and substantially flood-damaged structures insured through the National Flood Insurance Program. These funds aim to provide an immediate opportunity to assist with cost-effective measures to reduce or eliminate long-term risk against future floods as quickly as possible after a flood disaster.

On June 28, 2024, the TWDB posted an expedited Request for Qualifications (RFQ) No. 580-24-RFQ-0023 (Attachment A) for award to multiple consulting firms to assist in the development of sub-applications for FMASC pursuant to FEMA's Hazard Mitigation Assistance Program and Policy Guide. TWDB seeks support to develop eligible sub-applications under the FY23 and FY24 Notice of Funding Opportunities issued by FEMA. For the FY23, FEMA allocated \$40 million to Texas in response to the severe storms in late April through early June 2024 (DR-4781-TX) and the presidential disaster

#### **Our Mission**

Leading the state's efforts  
in ensuring a secure  
water future for Texas

#### **Board Members**

Brooke T. Paup, Chairwoman | George B. Peyton V, Board Member | L'Oreal Stepney, P.E., Board Member  
Bryan McMath, Interim Executive Administrator

declaration including the affected counties (Attachment C, subject to change by FEMA). As a relatively new program, this is the first allocation that Texas has ever received. FEMA allows for up to 10 percent of the \$40 million allocation for TWDB management cost, which can include contractor support. FY24 has a disaster declaration deadline of May 31, 2025, so there may be additional disasters allocated to Texas. The selected contractors will work to develop sub-applications to mitigate up to approximately 120 structures within a 60 to 90-day timeframe for each allocation for an amount not to exceed \$4,000,000, with no more than \$1,000,000 per federal award.

## **KEY ISSUES**

FEMA has set a firm deadline to submit sub-applications within 150 days from activation for a given event. The TWDB is targeting developing sub-applications in a very short time period (between 120 to 150 days from FEMA's activation) to take full advantage of allocated funds issued by FEMA through the grant program by obligating the federal funds to mitigate structures that were damaged during the presidentially declared flood disaster. The TWDB intends to work with the selected and qualified contractors to provide outreach to eligible communities and assist with developing eligible sub-applications for submission to FEMA for final approval to proceed. Contractor responses to the RFQ were ranked and scored based on prior experience, work performance, and capacity to perform (Attachment B). The top-ranked applicants, AtkinsRéalis, USA Inc. and AECOM Technical Services, Inc. were selected to negotiate and potentially execute contracts with the agency. If the TWDB is unable to successfully negotiate with one of the selected firms, the TWDB will proceed to the next highest-ranked firm to negotiate and potentially execute a contract.

## **RECOMMENDATION**

The Executive Administrator requests authority to execute contracts with AtkinsRéalis USA, Inc. and AECOM Technical Services, Inc. to provide sub-application development for submittal to FEMA. The services will provide outreach to affected communities and to assist in the development of eligible sub-applications to mitigate future flood risks and help those recovering from flood disasters.

### **Attachment(s):**

Attachment A: Request for Qualifications (RFQ) No. 580-24-RFQ-0023

Attachment B: Table of Respondents

Attachment C: Map of Disaster Declaration Area for DR-4781-TX as of July 1, 2024.

Attachment A: Request for Qualifications (RFQ) No. 580-24-RFQ-0023 & Addendums



**REQUEST FOR QUALIFICATIONS NO. 580-24-RFQ-0023**  
**FOR THE**  
**FLOOD MITIGATION ASSISTANCE – SWIFT CURRENT PROGRAM**

**CLASS-ITEM CODE(S):**

906-64 PLANNING, URBAN, COMMUNITY, REGIONAL, AREA WIDE, AND STATE  
918-82 SCIENTIFIC AND TECHNICAL CONSULTING  
920-33 MAPPING AND GEOGRAPHICAL INFORMATION SYSTEMS (GIS) SERVICES  
925-17 CIVIL ENGINEERING  
925-28 DRAINAGE ENGINEERING  
925-61 LAND DEVELOPMENT AND PLANNING ENGINEERING  
926-72 PLANNING AND ADVISORY SERVICES, ENVIRONMENTAL  
926-83 SITE ASSESSMENT, ENVIRONMENTAL  
946-52 GRANT WRITING SERVICES  
956-30 HISTORICAL STUDIES AND SERVICES  
961-21 COST ESTIMATING  
962-52 MAPPING AND GIS SERVICES, INCLUDING CARTOGRAPHY AND SURVEYING

**RELEASE DATE: JUNE 28, 2024**

**DEADLINE FOR SUBMISSION: JULY 12, 2024, AT 5:00PM**

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**Solicitation Point of Contact:**  
**Cameron Turner**  
**Director, Procurement & Contract Services**  
[Bid-Room@twdb.texas.gov](mailto:Bid-Room@twdb.texas.gov)

This is an expedited posting in response to disaster declarations announced by Governor Abbott's office on April 30, 2024, and the Federal Emergency Management Agency on May 17, 2024. More info: <https://gov.texas.gov/news/post/governor-abbott-issues-disaster-declaration-for-east-texas-flooding->; <https://www.fema.gov/disaster/4781>.

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 –OVERVIEW, DEFINITIONS AND AUTHORITY

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### 1.1 OVERVIEW

The Texas Water Development Board (TWDB) requests responses to this Request for Qualifications (RFQ) from qualified Respondents for professional services for FMA Swift Current grant subapplication development, as deemed to be preaward activities pursuant to FEMA's Hazard Mitigation Assistance (HMA) Program and Policy Guide.

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

**“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>.

**“FMA”** means the Flood Mitigation Assistance program.

**“FEMA”** means the Federal Emergency Management Agency.

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

**“HMA”** means Hazard Mitigation Assistance program.

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

“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.

“NOFO” means Notice of Funding Opportunity.

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

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

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

“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 the Texas Water Development Board.

### **1.3 AUTHORITY**

TWDB is posting this Solicitation pursuant to the State Purchasing and General Services Act, Texas Government Code § 2155; Texas Water Code § 6.190; Section 1366 of The National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (codified as amended at 42 U.S.C. § 4104c) Division J, Title V of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58), 135 Stat. 1387–1388 (2021); and, 2 CFR 200.





## 1.4 BACKGROUND

TWDB is the state agency in Texas responsible for the implementation of the Flood Mitigation Assistance (FMA) Swift Current Program, a financial assistance program administered by the Federal Emergency Management Agency (FEMA).

*The Flood Mitigation Assistance Swift Current (Swift Current) effort provides funding to mitigate buildings insured through the [National Flood Insurance Program \(NFIP\)](#) after a major disaster declaration following a flood-related disaster event to reduce risk against future flood damage. The full funding opportunity announcement is available on [Grants.gov](#).*

<https://www.fema.gov/grants/mitigation/flood-mitigation-assistance/swift-current>

The awarded vendor(s) will assist the TWDB in the preparation of subapplications for the Flood Mitigation Assistance Swift Current grant program. TWDB intends to seek support in the development of eligible project applications under the following Notice of Funding Opportunity (NOFO) issued by FEMA:

- Fiscal Year 2023 Flood Mitigation Assistance Swift Current, DHS-23-MT-029-000-99
- Fiscal Year 2024 Flood Mitigation Assistance Swift Current, DHA-24-MT-144-000-99

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## SECTION II – SCOPE OF WORK

### 2.1 SCOPE OF SERVICES REQUESTED

TWDB seek submittals in response to this RFQ from qualified Respondents for professional services for FMA Swift Current grant subapplication development, as deemed to be preaward activities pursuant to FEMA's Hazard Mitigation Assistance (HMA) Program and Policy Guide. The selected Contractor(s) will develop FMA Swift Current subapplications as directed by the TWDB and in consultation with selected (priority) communities to develop eligible subgrant applications in compliance with NOFO and HMA Program and Policy Guide. The selected Contractor(s) should have the capabilities to handle multiple concurrent subapplication development efforts with targeted communities to mitigate approximately 120 structures in a timeframe of 60-90 days. Required duties include:

- A.** Assist in the Coordination between the targeted communities and TWDB.
- B.** Outreach to communities and property owners in support of onboarding potential participants.
- C.** Application preparation
  - 1) Engineering and/or surveying needed to obtain elevation data to support the application
  - 2) Environmental and Historical assessments
  - 3) Benefit Cost Analysis using FEMA's approved methodologies
  - 4) Scope of work development
  - 5) Budget development

- 6) Develop or obtain required documentation needed to support the application
- 7) Completion of required Federal forms
- D. Support TWDB's work with FEMA's eGrants and FEMA GO application systems
- E. Assist TWDB in addressing requests from FEMA for additional information needed to approval eligible projects.

Selected Contractor(s) will primarily perform this outreach and application assistance in an expedient and timely manner, upon contract execution. TWDB anticipates selecting up to three (3) Contractor(s) who will be used as needs are identified and as funds become available. The final Contractor or pool of contractors selected will depend on the number and quality of responses received compared to the anticipated work to be performed.

## **2.2 REQUIREMENTS**

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

- A. A brief history of the proposed entity, including general background knowledge of, and experience working with, HMA grant programs, with an emphasis upon FMA and FMA Swift Current.
- B. Related experience in federally funded individual property mitigation projects.
- C. A description of work performance and experience with HMA grant programs including a list of projects performed and three references of past government clients.
- D. A description of the firm's capacity to perform the RFQ's scope of work and resumes of all employees who will, or may, be assigned to provide required services if selected through this solicitation.
- E. A statement substantiating the firm's resources of and the ability to carry out the scope of work requested in a timely manner as required in the NOFO.
- F. Provide a previous application submitted under HMA grant program for individual property mitigation.

## **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 a submitted subcontractor. A subcontractor may not be compensated for any work prior to the approval date of the subcontract agreement between Contractor and Subcontractor(s) 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 with an initial contract term expiring on August 31, 2026, with an optional one-year extension, subject to the approval of the Executive Administrator.

## **2.5 COMPENSATION**

The maximum total project cost will not exceed \$4 million, with no more than \$1 million per federal award, and with no guaranteed minimum. Work will be assigned via task orders. 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 negotiations with the next most qualified respondent. TWDB reserves the right to reject any or all responses.

## **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**

Contract deliverables consist of outreach plans, technical assistance reports, and the grant applications developed on behalf of the participating communities.

**NOTE: The electronic copy of a final report(s) or other deliverable(s) must comply with the requirements and standards specified in 1 Texas Administrative Code (TAC) Chapters 206 and 213 (related to Accessibility and Usability of State Web Sites). Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Standard – WCAG 2.1 Quick Reference can be found at: <https://www.w3.org/WAI/WCAG21/quickref/> Complying with this clause will require demonstrated proof of compliance utilizing TWDB's checklists. For the deliverable in .PDF format, use the checklist and verification form found at [https://www.twdb.texas.gov/about/contract\\_admin/doc/Accessibility-Checklist-and-Certification-with-Instructions.pdf](https://www.twdb.texas.gov/about/contract_admin/doc/Accessibility-Checklist-and-Certification-with-Instructions.pdf) to demonstrate compliance and submit the completed form with the deliverable. Acceptance of the final report(s) or other deliverable(s) is contingent upon compliance with this clause.**

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## **SECTION IV – GENERAL INFORMATION**

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### **4.1 RFQ REQUIREMENTS**

A brief transmittal letter summarizing the key points of the Statement of Qualifications (SOQ) and signed by an authorized representative who is responsible for committing the firm's resources must accompany each response (referenced below in Content Item 1, as the *Execution of Response*). Where applicable, the response to each item, including attachments, must not exceed the specified length. 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 [bid-room@twdb.texas.gov](mailto:bid-room@twdb.texas.gov) with a copy to [Cameron.Turner@twdb.texas.gov](mailto:Cameron.Turner@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) Proposals must be clearly marked **RESPONSE TO RFQ 580-24-RFQ-0023** 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 who will work on the project (*one-half (1/2) page maximum per individual and no more than sixteen (16) pages total*).
- 4) Item 4: Historically Underutilized Businesses Subcontracting Plan (HUB-SUB) ***HUB-Subcontracting plans are required for all responses.***
- 5) Item 5: Name(s) and last four digits of Social Security Number(s) for 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 (*five (5) 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 (*five (2) pages maximum*) – Technical approach for the technical assistance, outreach, and grant application assistance:

## 4.2 PROPOSAL SUBMISSION

- A. All responses must be received at TWDB by the deadline in the Schedule of Events. TWDB will not accept late submittals.
- B. It is Respondent's responsibility to appropriately mark and deliver the solicitation response to TWDB by the specified date and time.
- C. Receipt of all addenda to this Solicitation, if applicable, must 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 must be submitted to TWDB using the following method:

Electronic Delivery via email to [bid-room@twdb.texas.gov](mailto:bid-room@twdb.texas.gov) with a copy to [Cameron.Turner@twdb.texas.gov](mailto:Cameron.Turner@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/TIME
Solicitation Release Date	June 28, 2024
Question & Answer Pre-Bid Conference [see Attachment 1 for webinar details]	July 1, 2024, at 1:30PM
<b>Deadline for Solicitation Responses</b> [Must be <u>received</u> by the deadline]	<b>July 12, 2024, by 5:00PM</b>
Evaluation Period	July 13-19, 2024
Anticipated Board Approval of Contract Awards	July 23, 2024
Anticipated Contract Start Date	August 2024
Initial Term Contract End Date	August 31, 2026

## 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 Solicitation Responses become the property of TWDB after the submittal deadline. Solicitation 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 Solicitation Response 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 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 a.m. to 5 p.m.) 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: Cameron Turner, Director of Procurement & Contract Services

Email: [bid-room@twdb.texas.gov](mailto:bid-room@twdb.texas.gov) with a copy to [Cameron.Turner@twdb.texas.gov](mailto:Cameron.Turner@twdb.texas.gov)

Subject: Include number 580-24-RFQ-0023 in subject line of 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:

- 1) Identifying Solicitation number
- 2) Section number
- 3) Text of passage being questioned
- 4) Question
- 5) Provide company name, address, phone number, e-mail address, and name of contact person when submitting questions.
- 6) Any concerns with the general terms and conditions listed in Section V must also be provided during the Q&A period, to expedite the contract negotiations process.

##### **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 ESD 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 respondents. 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 RESPONSE EVALUATION AND AWARD**

- A. TWDB 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. TWDB will not enter into a contract with any individual who is required by Texas Government Code Chapter 305 to register as a lobbyist as stated in Texas Government Code § 556.005, Employment of Lobbyist.
- C. 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:

POINTS AVAILABLE	CATEGORY
40	Prior agency and staff experience
30	Work performance [sub-application development in 60-90 days]
30	Capacity to perform
<b>100</b>	<b>TOTAL POINTS</b>

- 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 response. A request for a BAFO is at the sole discretion of TWDB and will be extended in writing.
- E. 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. Prior VPTS grades will be considered in the selection process for this contract and future contracts. Contractor performance information is located on the CPA website at: <http://www.txsmartbuy.com/vpts>.



#### **4.12 CONTRACT AWARD**

It is the intent of TWDB to award up to three contracts under this Solicitation. Respondent(s) will be notified of their award recommendation prior to a scheduled Board meeting, as the contract awards will be subject to Board approval prior to contract execution. 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.

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### **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. TWDB will consider exceptions to terms and conditions during the contract negotiation phase; see Section 4.12. 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 RESPONDENTS 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 contractors must demonstrate a good faith effort to contract with new HUBs if currently proposed HUBs have performed as subcontractors to Contractor for more than five (5) years. If a Contractor does not plan to subcontract, Contractor must state that fact in their plan. The completed plan will become part of the Contract awarded as a result of this Solicitation.

#### **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/tpasscmbsearch/tpasscmbsearch.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 any Contract resulting from this Solicitation may be terminated, and payment may be withheld if this certification is inaccurate. Any Respondent subject to Texas Family Code § 231.006 must include in the response the names and Social Security numbers of each person with at least 25 percent ownership of the business entity submitting the Response.
- C. COVID-19 Vaccine Passport Prohibition.** Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-

19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.

- D. 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.
- E. 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.
- F. Energy Company Boycotts.** Respondent represents and warrants that: (1) it does not and will not for the duration of any Contract resulting from this Solicitation, boycott energy companies or (2) the verification required by Texas Government Code § 2276.002 does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Respondent must promptly notify TWDB.
- G. Entities that Boycott Israel.** Pursuant to Texas Government Code § 2271.002, Respondent certifies that either (i) it meets one of the exemption criteria under § 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of any contract resulting from this Solicitation. Respondent must state any facts that make it exempt from the boycott certification in its Response.
- H. E-Verify Program.** Respondent certifies that for contracts for services, Respondent will utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of: (1) all persons employed by Respondent to perform duties within Texas; and (2) all persons, including subcontractors, assigned by Respondent to perform work pursuant to the contract within the United States of America.
- I. Excluded Parties.** Respondent certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
- J. Executive Head of a State Agency.** In accordance with Texas Government Code § 669.003, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of TWDB, (2) a person who at any time during the four years before the date of the contract was the executive head of TWDB, or (3) a person who employs a current or former executive head of TWDB.

- K. 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.
- L. Firearm Entities and Trade Associations Discrimination.** Respondent verifies that: (1) it does not and will not for the duration of any contract resulting from this Solicitation, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Texas Government Code § 2274.002 does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Respondent must promptly notify TWDB.
- M. 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.
- N. 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.
- O. Lobbying Prohibition.** Respondent represents and warrants that TWDB's payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation 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.
- P. 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.
- Q. 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 is not ineligible to receive the specified contract and acknowledges that any contract resulting from this Solicitation may be terminated, and payment withheld if this certification is inaccurate.

- R. Restricted Employment for Certain State Personnel.** Pursuant to Texas Government Code § 572.069, Respondent certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for Agency involving Respondent within two (2) years after the date that the Contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
- S. Suspension and Debarment.** Respondent 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.
- T. 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).
- U. Buy Texas.** Respondent agrees to comply with Texas Government Code § 2155.4441, requiring the purchase of products and materials produced in the State of Texas when performing service contracts.
- V. E-Verify Program.** Respondent certifies that for contracts for services, Respondent will utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of: (1) all persons employed by Respondent to perform duties within Texas; and (2) all persons, including subcontractors, assigned by Respondent to perform work pursuant to the contract within the United States of America.
- W. Federal Regulations.** Respondent agrees to comply with the requirements set forth in 2 CFR 200.327.

## **5.7 INDEMNIFICATION**

RESPONDENT AGREES TO 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 DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO RESPONDENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO RESPONDENT, OR ANY OTHER ENTITY OVER WHICH THE RESPONDENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF 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 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 Response will not be considered unless specifically referred to in the Response.

## **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 EXCESS OBLIGATIONS PROHIBITED**

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 that 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 Under Texas Government Code § 2155.003, an individual who interacts with public purchasers in any capacity is required to adhere to the Ethics Laws and Professional Standards in the [State of Texas Procurement and Contract Management Guide](#), 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 any Contract resulting from this Solicitation. 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 contract manager for the Contract. The contract manager will serve as the point of contact between TWDB and the selected Contractor(s). The TWDB contract manager will supervise TWDB's review of Contractor's technical work, deliverables, draft reports, final report, payment requests, schedules, financial and budget administration, and similar matters. The contract 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**

Any contract resulting from this Solicitation may be altered or amended by mutual written consent or terminated by the Executive Administrator at any time by written notice to Contractor. Upon receipt of such termination notice, 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 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 Contractor at any time. Upon receipt of such order, 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 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 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, 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.

#### **5.22 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. 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 the Contract.

Contractor must maintain and retain supporting fiscal and any other documents relevant to showing that any payments under the Contract 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 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 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 in a minimum amount equal to the dollar value of the Contract award. 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 PUBLIC DISCLOSURE**

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

#### **5.29 TAXES**

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

#### **5.30 INTERESTED PARTIES**

When applicable, 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/filinginfo/1295/>. 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.

#### **5.31 CONFIDENTIALITY AND SECURITY**

Contractor must maintain and protect any information it receives, compiles, or creates as a result of a contract resulting from this Solicitation 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.

### **5.32 ASSIGNMENT PROHIBITED**

Respondent may not assign the Contract or assign, transfer or delegate, in whole or in part, any of its interest in, or rights or obligations under, the Contract without the prior written consent of TWDB, and any attempted or purported assignment, transfer or delegation thereof without such consent will be null and void.

### **5.33 STANDARD OF CARE FOR ARCHITECTURAL AND ENGINEERING**

**CONTRACTORS** Pursuant to Texas Government Code § 2254.0031, which incorporates by reference Texas Local Government Code § 271.904(d), Respondent must perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional licensing; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect

### **5.34 CYBERSECURITY TRAINING.**

If Respondent has access to any state computer system or database, Respondent must complete cybersecurity training and verify completion of the training program to TWDB pursuant to and in accordance with Texas Government Code § 2054.5192. Respondent must provide a unique email address for every employee who will be working under the Contract and must notify TWDB's Contract Manager upon completion of the training.

### **5.35 CRITICAL INFRASTRUCTURE**

Pursuant to Texas Government Code § 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Texas Government Code § 2274.0103, or (2) headquartered in any of those countries.

### **5.36 CONTRACTING INFORMATION RESPONSIBILITIES**

In accordance with Texas Government Code § 552.372, Contractor agrees to (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to TWDB for the duration of the Contract, (2) promptly provide to TWDB any contracting information related to the Contract that is in the custody or possession of Contractor on request; and (3) on termination or expiration of the Contract, either provide at no cost to TWDB all contracting information related to the Contract that is in the custody or possession of Contractor or preserve the contracting information related to the Contract as provided by the records retention requirements applicable to TWDB. Except as provided by Texas Government Code § 552.374(c), the requirements of Texas Government Code Chapter 552 Subchapter J may apply to the Contract, and Contractor agrees that the Contract can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

### **5.37 DISCLOSURE OF PRIOR STATE EMPLOYMENT**

In accordance with Texas Government Code § 2254.033, relating to consulting services, Respondent certifies that it does not employ an individual who has been employed by TWDB or another state agency at any time during the two years preceding the submission of the Response to this procurement, or, in the alternative, Respondent has disclosed in its Response the following: (i) the nature of the previous employment with TWDB or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

### **5.38 FORMER AGENCY EMPLOYEES**

Respondent represents and warrants that none of its employees, including but not limited to those authorized to provide services under any contract resulting from this solicitation, were employees of TWDB during the 12-month period immediately prior to the date of execution of a contract with TWDB.

### **5.39 CONTRACTING INFORMATION RESPONSIBILITIES**

In accordance with Texas Government Code § 552.372, Respondent agrees to (1) preserve all contracting information related to any contract resulting from this Solicitation as provided by the records retention requirements applicable to TWDB for the duration of the Contract; (2) promptly provide to TWDB any contracting information related to the Contract that is in the custody or possession of the on request; and (3) on termination or expiration of the Contract, either provide at no cost to TWDB all contracting information related to the Contract that is in the custody or possession of Contractor or preserve the contracting information related to the Contract as provided by the records retention requirements applicable to TWDB. Except as provided by Texas Government Code § 552.374(c), the requirements of Government Code Subchapter J, Chapter 552 may apply to the Contract, and Contractor agrees that the Contract can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

### **5.40 CLOUD COMPUTING STATE RISK AND AUTHORIZATION MANAGEMENT PROGRAM (TX-RAMP)**

A state agency must ensure compliance with the TX-RAMP program for contracts it enters into or renews after January 1, 2022. The state risk and authorization management program is set out in 1 Texas Administrative Code TAC § 202.27 for state agencies.

### **5.41 DATA MANAGEMENT AND SECURITY CONTROLS.**

In accordance with Texas Government Code § 2054.138, Respondent certifies that it will comply with the security controls required under this contract and will maintain records and make them available to TWDB as evidence of compliance with the required controls.

**CONTENT ITEM 1**  
**EXECUTION OF RESPONSE**

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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.

(Additional summary of SOQ response to solicitation to be provided by Respondent)

\_\_\_\_\_  
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

***HUB Subcontracting Plan Forms must be completed, signed, and submitted with the Response—even if there are no subcontractors identified—or the response will be deemed incomplete and disqualified from consideration.***

The required forms are listed below and can be found by selecting HUB Subcontracting Plan (HSP) Forms at the following link:

<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

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) (last four digits) of each person with at least 25 Percent Ownership of the Business Entity Submitting the RFQ**

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\_\_\_\_\_  
Name

\_\_\_\_\_  
Last Four Digits of Social Security Number\*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Last Four Digits of Social Security Number\*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Last Four Digits of Social Security Number\*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Last Four Digits of Social Security Number\*

\* In the event a Respondent is subject to Texas Family Code § 231.006, TWDB will request that Respondent submit the complete Social Security Number(s) via separate secure transmission prior to evaluating the Response. The Social Security number(s) will be used to identify persons that may owe child support and will be kept confidential to the fullest extent allowed under Texas Family Code § 231.302(e)



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

---

(to be provided by Respondent)

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

---

(to be provided by Respondent)

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

---

(to be provided by Respondent)

# ATTACHMENT 1

## QUESTION AND ANSWER WEBINAR PRE-BID-CONFERENCE

**Monday, July 1, 2024, 1:30-2:30PM**

### Agenda:

1. Assumed consent to recording via attendance
2. Introduction of topic and TWDB staff
3. Sign-in requirement for attendees
4. Ground rules for discussion
5. Questions and answers

---

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## ADDENDUM 1 – CORRECTIONS AND CLARIFICATIONS

### REQUEST FOR QUALIFICATIONS NO. 580-24-RFQ-0023 FOR THE FLOOD MITIGATION ASSISTANCE – SWIFT CURRENT PROGRAM

#### 2.2. F. Requirements

Add the following sentences: *“If a full application is not available, please provide supporting documentation used to develop the application such as scope of work, budget, property packets, benefit cost technical memos, etc. Alternately, if no supporting documentation is available, provide a description of the key elements of the application and outline of all documentation that supports the application.”*

#### 4.1. B. Contents, Item 3)

Resume page limit is revised to, *“(…and no more than ~~sixteen (16)~~ **eight (8)** pages total.)”*

#### 4.1. B. Contents, Item 8)

Page limit typo is corrected to, *“Technical Approach (~~five~~ **two** (2) pages maximum).”*

#### 4.1. B. Contents, Item 9)

Add item 9. *“Evidence of Application Development (fifty (50) page maximum for application or supporting documentation, but four (4) page maximum for an alternate description and outline) that responds to Requirement 2.2 F.*

#### 4.4. Schedule of Events

Written questions and answer period is added to the timeline as follows:

EVENT	DATE/TIME
Deadline for written questions	July 5, 2024, 5:00 PM
Anticipated posting date of answers	July 8, 2024

## **Addendum 2**

### **Q&A Webinar Meeting Recording Transcript\***

#### **580-24-RFQ-0023 FMA Swift Current**

**July 1, 2024**

*\*Video recording available upon request from Cameron.Turner@twddb.texas.gov. [The file is too large to post to ESBD.]*

0:08

There we go.

0:10

So again, as I said, I'm Cameron with the Water Development Board.

0:13

This is a Q and A webinar for the Swift Current RFQ, FMA Mitigation Flood Mitigation Assistance RFQ.

0:23

With us today we have Larry Gee, Saul Nuccitelli, and Kathy Hopkins, and I'll let each of y'all introduce yourselves in that order, if you don't mind.

0:35

Hello everyone.

0:36

Larry Gee here.

0:37

I'm Assistant General counsel here at the Water Development Board here, monitoring in my capacity as counsel for the Texas Water Development Board.

0:46

Thanks.

0:49

Hey folks, this is Saul Nuccitelli.

0:51

I'm the Director of Flood Science and Community Assistance at the Water Development Board.

0:59

Hi, I'm Kathy Hopkins.

1:01

I am the grants coordination manager at the Texas Water Development Board.

1:11

Thank you all.

1:12

And with that, as I said, this is the Q&A for the [FMA] Swift Current program.

1:18

One thing that I would like to add is that we do have a sign in requirement according to our procurement rules that we need everyone's basic contact information which those of you joining from a computer we can see and we'll have record of your names.

1:34

But we do also need your emails and your who you're representing.

1:38

So we can follow up with this meeting recording afterwards and have that for our records in our procurement file.

1:46

And I've been trying to share a Word document since before the meeting started and have had some difficulty in doing so.

1:52

So let me try one more time and if this doesn't work, we'll just have y'all put that in the chat.

1:59

Yeah, it's still, it's not giving me the option to share Word documents for some reason, only Excel documents or PDF.

2:08

But essentially, we just need your entity name, and I'll put this over here kind of in this format.

2:15

So we need entity and then your name, then your e-mail and your phone number, if you're willing to share that information with us.

2:33

And then we'll have that record for our files.

2:35

And with that, I will mention just the ground rules for this discussion.

2:39

We're here to discuss the request for qualifications 58O-24-RFQ-OO23 for the Flood Mitigation Assistance Swift Current program specific to the documents that are posted to the electronic state business daily that each of you clearly saw and are here in response to that.

3:02

With that, we will only be able to answer information directly related to that solicitation.

3:10

And that's why we have our general counsel here as well as myself representing our procurement contract services and the program area.

3:18

So with that, if you want to raise your hand, we can go through kind of in an organized fashion and answer these questions to the best of our abilities.

3:28

And I'm gonna turn my camera off just to prevent any bandwidth issues.

3:42

And don't everybody raise their hand at once.

3:50

All right, I see Jasper Cook has his hand raised.

3:55

Go ahead.

3:56

Good afternoon, everybody.

3:57

Can you delineate the scope a little bit between the FY23 and the FY24 awards?

4:02

It sounds like based on my reading and understanding of the program, the FY23, you know, there's \$40 million set aside and the FY24 is potential based on storms that are upcoming.

4:15

But I just wanted to kind of clarify that.

4:21

I'll allow you, Saul and Kathy to answer that if you would.

4:28

I'm sorry, Jasper, can you repeat your question again real quick?

4:32

I'm sorry, of course.

4:33

Hi, Kathy.



4:34

Hey, can, can you clarify the scope between the FY23 and the FY24 awards?

4:43

I, I believe the applications have already been, the communities have already been gathered for FY23 and then as compared to FY24, I know there's been, we're sitting as DR-4781 that already happened.

4:56

But I kind of just wanted to understand, you know the how there are different phases of the life cycle and understand the the scope delineation between the the two years a little bit more.

5:06

OK.

5:07

So for the FY23 the the period ended on I think it was May 31st where a disaster had to be declared by in order for it for it.

5:24

So you have a one year.

5:26

In each one of the notice of funding opportunities and within each of those, those notice of funding opportunities, it goes from June 1st until May 31st.

5:39

So it went from June 1st of last year of 2023 to May 31st of 2024 and that was for the FY23 cycle.

5:50

And then for the FY24 cycle, it's gonna go from June 1st of 2024 to May 31st of 2025.

6:02

So we currently the current disaster that we have right now is under the FY23 notice of funding opportunity.

6:12

And so we know that we received an allocation of \$40 million.

6:18

We do not know what our allocation will be with future disasters over the next year.

6:24

So that does that answer the question.

6:27

So this, so we currently have one and it falls under the FY23.

6:32

All future ones are going to have to fall under the FY24 notice of funding.

6:40

Thank you.

6:41

Yeah, I guess the other part of the question is have you already solicited applications from communities for the FY23 award or is that part of the scope that that this would be reflected in this contract?

6:55

It would be part of the scope of this contract would be working with those communities.

7:16

Anyone else have a question?

7:23

Yeah, Seth Aaron.

7:25

Hi, Aaron.

7:26

Hi.

7:27

Yeah, Aaron's.

7:27

Yeah, no worries.

7:28

Good afternoon.

7:29

Just a quick question on in the RFQ at the bottom of Page 9, item 8 requests a technical approach, but there's some conflicting information about the number of pages.

7:45

It says five and two for the maximum.

7:47

Could you please confirm whether we have two pages or five pages in our response, please?

7:53

Sounds like a typo.

7:54

Let me find that page nine.

7:56

I'm I'm sure it is.

7:57

Just wanted to clarify what you're looking for.

8:01

Yes, it does say 5.

8:02

Two, Kathy Saul.

8:05

Was that supposed to be 5 pages maximum or two?

8:10

I believe our intent.

8:12

Yeah, I believe our intent was 2.

8:13

Kathy, can you verify?

8:22

I would say 2.

8:24

Yeah, we'll correct that.

8:26

Thanks for pointing that out, Seth.

8:27

Appreciate that.

8:28

Thanks for the clarification.

8:29

Always need always need an extra set of eyes, you know, always something like a dozen set of extra eyes.

8:36

So we'll we'll keep combing through it.

8:37

Thank you.

8:39

Thank you.

8:40

Sydney Brown, Hi, good morning, good afternoon, good morning.

8:46

On in section 2.2 there is a reference to providing a previous application for HMA assistance specifically for residential mitigation, but that's not reflected in the page count under the proposal content section.

9:01

Can you confirm if your expectations just to see some evidence that we have successfully submitted applications in the past or are you wanting an actual copy of it, an application that was submitted for a municipal or state client?

9:20

Hi, this is Kathy.

9:22

So the the intent is to get an actual application and you're welcome to redact any PII information that's there.

9:33

OK, Thank you for confirming.

9:53

For those that joined late, if you would, if you haven't already, please put your name, the entity that you're with, your e-mail, and your phone number in the chat.

10:04

Just a requirement for us to maintain those for our procurement file records.

10:09

And raise your hand if you have any questions.

10:13

Kinda just taking turns here.

10:15

Your hand's still up, by the way, Sydney, if you have another question, I guess feel free.

10:24

Sorry about that.

10:30

Jay Park.

10:32

Yes, Sir.

10:32

Thank you.

10:33

Have a question about the about 100, 2020 structures in this scope.

10:41

Do you have kind of a rough idea of the property owner's desire to be elevated or acquired or relocated?

10:52

Any mitigation options they prefer?

11:03

The individual property owners have not been identified at this time.

11:08

That would be part of the the scope would be basically strategizing which properties should we be going after within each of the communities identified.

11:23

OK, thank you.

11:45

Anyone else had?

11:46

Oh yeah, go ahead Ben with one more quick one.

11:49

I just want to confirm that there is the requirement is to include the HUB sub subcontracting plan, but there is not a requirement to subcontract a specific percentage of contract value.

12:01

Is that correct?

12:04

That is correct.

12:05

We encourage HUB subcontracting and also encourage HUBs to apply.

12:11

The agency does have some goals that are just aligned with the they're, they're the same as the statewide HUB goals.

12:20

So we certainly support those opportunities, but there's not any specific requirement or percentage set forth in this procurement.

12:32

Thank you.

12:46

I should clarify, the requirement is still that you complete those plans & them as required, filling those forms out just in case there was any question or anyone misheard that.

13:01

What I meant there was that there's not a required target or percentage, but the plans themselves, the HUB subcontracting documents must be submitted along with your response for it to be considered an administratively complete response.

13:19

Understood.

13:19

Thank you.

13:34

One thing I did want to point out for those of you that are here on the call is that in addition to the technical Q&A, as this is an expedited procurement and we really need to get vendors under contract as soon as possible.

13:50

As this relates to disaster declarations, we did also want to offer this opportunity.

13:54

If you have any concerns with any of the general terms and conditions within the solicitation documents, you have that opportunity to identify those now as we'll be expediting the contract negotiations and contract execution process once we determine the awards.

14:35

Yes, Marsha Tobin, thank you.

14:39

And given that Cameron understanding it's an expedited process because of disaster declarations, is there any extension possible for the deadline given that we're about, you know, over a holiday weekend?

14:53

So we're given 10 business days basically or nine, but understand that this is also expedited, right.

15:02

And the reason for that abbreviated timeline is because we need to take this to our board, these contracts, we have an internal agency policy that any contract valued at over \$250,000 must receive board approval before we can execute the contract.

15:16

So we're planning on going to the board on July 23rd with these awards, assuming we can get through this process in a timely and efficient manner.

15:25

That that is why there is the short turn around and the short deadline though.

15:29

OK, got it.

15:30

Understood.

15:31

Thank you.

15:34

Certainly.

15:35

Good question.

15:36

Sydney, I think you had your hand up first.

15:38

Yes, can you, would you consider waiving the requirement to submit an application with the proposal?

15:47

It may be difficult for us to get permission from our clients in that amount of time.

16:05

Can you point me to what page that was on in the RFQ, Kathy or Sydney?

16:11

It was in section 2.2.

16:12

I think it was page 7.

16:30

Everyone should see that.

16:31

Section 2.2.

16:37

It does say required to have the following abilities.

16:43

Larry, what would your interpretation be on that?

16:47

It says following abilities but provide a previous application.

16:51

Do we need, is that a requirement or do we need to consider revising that?

16:56

If that's minimal, I would say, you know, redact to the extent that you know, your clients need that information taken out.

17:07

But if you have evidence of it in the form of an actual application.

17:11

And again, I'll, I'll just refer back to Kathy and their preference on this.

17:15

But you know, we, we totally understand if it needs to be redacted or, or whatever might be any sensitive information.

17:29

Yeah.

17:29

I think my concern is that we as a company do not own that document.

17:35

We have copies of it, of course, but we've we've done it on behalf of our clients.



17:39

And so I, I, I would feel very comfortable if my client said it was OK to use it, but would be uncomfortable otherwise.

17:48

I don't know if anybody else from AECOM has a different perspective on that, that they'd like to jump in.

18:01

I agree with that.

18:02

Sydney Marsha Hey, Cameron, this is Saul.

18:22

I think this might be an item that we have to consider a little bit because if folks are concerned, if a, if a given consultant is concerned about not being able to get permission in time and then considering that we have such a tight deadline, they may be going through all good faith efforts to respond, but they may be in a sense unable to respond to 2.2 F.

18:47

So I think, I think we need to take that into consideration if there's some allowance that we can provide there.

18:56

And and I don't know if that means we need to, I don't know, issue an amendment in the coming days to provide a clarification on that or what.

19:08

Yeah.

19:08

Do you think it's something worth discussing internally from your standpoint in working with Larry and I to see if y'all want to offer any sort of consideration there?

19:22

I, I think it would require an addendum if we were to change that though, as you mentioned.

19:32

Jay Park.

19:34

Yes, thank you.

19:36

If I'm not mistaken the to be eligible for this funding that local government and state should have approved hedge of the mitigation plan or flood mitigation plan.

19:47

And then I assume that we do not have to worry about that status of that meeting the compliance of a plan requirement.

20:03

And this is Kathy Hopkins.

20:06

In order for the communities to be able to participate, they'll have to have an updated or they'll have to have an approved, a FEMA approved hazard mitigation plan.

20:15

That would be the requirement of the communities.

20:18

That wouldn't be a requirement of the consultant.

20:24

Thank you.

20:31

Erin Capps OK, I think I unmuted.

20:36

Yep.

20:38

I was just going to ask if the intent is for multi award to multiple vendors or single or is it just depends because it's its best values though upon evaluation that would be decided.

20:59

I suspect that would be upon evaluation, like feel free to weigh in, Kathy.

21:10

We're not restricting ourselves to one or two or three consultants.

21:15

We're leaving it open just like Cameron said, I think was the question that could one consultant receive multiple awards?

21:30

Was that part of your question, Aaron or did I misunderstand that?

21:35

Oh, just asking if it, if the intent was to hire, you know, one vendor, one contractor or multiple is is the basis of it.

21:42

Yeah.

21:46

I think we do anticipate multiple awards as we expect the workload would be a lot for anyone vendor and we've we've done this through other programs, I suppose you could say.

22:01

So this is somewhat modeled based on our experiences with other other programs where we've had multiple vendors performing essentially the same scope of work, just working with different communities throughout the state.

22:20

OK, thank you for clarifying.

22:24

Certainly.

22:25

Anyone else?

23:08

Is this a part where I'm supposed to tell an engaging story to get folks to feel more comfortable with chiming in and participating?

23:18

Anyone else have any questions?

23:20

I don't have any stories, sorry.

23:21

I was looking forward to a story.

23:32

Larry, is there anything that you would recommend that we cover in this Q&A session, since we're not really doing the standard written Q&A process?

23:44

Just from an administrative standpoint, I think we're good from our standpoint.

23:49

We'll obviously have another conversation internally about that one question that we had.

23:58

Thanks.

23:59

And yeah, we will be posting an addendum relating to the the one comment about the error, the typo in there as well.

24:08

So any other additional items that have been brought up or discussion that we consider revising will be posted in that addendum.

24:17

And I'll do my best to get that posted today or tomorrow so that you all have time to work on that.

24:25

I know there are the holiday deadlines coming up quickly, rapidly approaching this week and then the application's due directly thereafter.

24:33

Marcia Yeah, one other question, one last question.

24:36

If we have further questions, I think we can submit those as written questions.

24:40

Is there a deadline for that?

24:44

No, that's kinda why we were having this webinar, so that we could, yeah, do this in lieu of the the written back and forth with the holidays occurring in between there.

24:53

We, we didn't know if we would have time for everyone to properly submit their questions, combine them and I see, you know, get answers to y'all in time to pull the applications together.

25:03

So that was kind of the intent of this webinar.

25:05

And I am hoping that ESBD, the system will allow me to post this webinar recording within that system.

25:12

But if not, we'll put the recording up on our website as well so that folks can reference back to it.

25:19

OK, great.

25:19

Thank you.

25:20

I appreciate that.

25:21

Hey Cameron, this is Saul.

25:23

I I guess I got a question then on on page 11, 4.10. A&B do talk about the ability to submit written requests.

25:33

So are we gonna be removing that statement on page 11, 4.10. A&B&C?

25:52

Yeah, I mean you're right, it does say written requests, although this part is in conflict with that.

26:00

Larry, you have any recommendations or suggestions one way or another there?

26:05

I know the intent was just to do the Q&A.

26:08

But we'll certainly honor any questions that come in and, and make our best efforts to get an answer and, and, and send them back out to everyone just because that's what it says.

26:20

We don't want anybody to have any pending questions.

26:23

But again, if there's anything now's, now's the time.

26:30

Yeah, we'll revise this to considering that information's in there and other folks may have seen this that aren't here.

26:37

We'll revise that to include a timeline for those written requests as well whenever we post the addendum.

27:15

I suppose.

27:16

Now that we've established that, I guess everybody's decided to hold off on submitting any speaking up with any further questions?

27:23

I think since this was posted from 2:00 to 2:30, I will stay online until 2:30.

27:43

But if folks here don't have any other further questions, I suppose everyone doesn't have to stay online here for the full hour.

27:52

As I said, we'll work to get this recording posted to our website and then look forward to receiving any further question answers.

28:04

That'll be an abbreviated timeline as well, though, in light of the short turn around with this RFQ.

28:14

But we do look forward to working with those of you and wish you the best luck in the opportunity and appreciate you taking the time to join us today.

28:29

Thank you, Appreciate your time as well.

28:32

Yep, thanks a bunch.

28:33

Thanks.

28:35

Thank you.

57:33

By my clock it's 2:30 so I'm ending this recording now.

57:38

Thank y'all.



## REQUEST FOR QUALIFICATIONS NO. 580-24-RFA-0023

### FOR

### FMA SWIFT CURRENT

### ADDENDUM 1 – QUESTIONS AND ANSWERS

1. Section. 2.1. Engineering and/or surveying needed to obtain elevation data to support the application

**Question:** As it applies to application preparation, will TWDB confirm that it is the expectation that vendors provide engineering and/or surveying needed to obtain elevation data to support the application? If so, what is the anticipated deliverable (ie. Elevation Certificate and/or certified First Floor Elevation?)

**Answer:** While elevation certificates may be preferable, TWDB anticipates that FEMA will accept approximate structure elevation information for initial subapplications, such as an estimate derived from Lidar topography. Each community may or may not have (or be able to obtain through their other resources) required elevation information for applications associated with a given structure. Vendors should demonstrate capabilities on their team to provide elevation information of a given structure through a variety of means up to, and including, developing elevation certificates.

2. Section 2.1. **B.** Outreach to communities and property owners in support of onboarding potential participants.**C.** Application preparation

**Question:** As it applies to the application preparation, how will NFIP data and Substantially Damaged Property data be made available to the contractors selected?

**Answer:** Between the affected communities and the TWDB, a list of targeted addresses and supporting information will be provided.

3. Section 2.2. A description of work performance and experience with HMA grant programs including a list of projects performed and three references of past government clients.

**Question:** Associated with requirements, TWDB requests a list of projects performed associated with HMA grants. Due to the space limitations associated

with the solicitation, will TWDB accept a selection of projects and/or accept this information in an appendix that is not subject to page limits?

**Answer:** In order to meet page limit requirements, the “list of projects” may be a selection of projects or a descriptive list, combining similar projects into one term. The “description of work performance and experience with HMA grant programs” should seek to comprehensively describe and characterize the respondent’s total experience with HMA grants. No appendices are allowed unless explicitly stated elsewhere.

4. Section 2.2. Provide a previous application submitted under HMA grant program for individual property mitigation.

**Question:** Associated with requirements, TWDB requests vendors to “Provide a previous application submitted under HMA grant program for individual property mitigation.” Will TWDB confirm this can be provided as an appendix not subject to page limits?”

**Answer:** In an Addendum that was issued, both 2.2F Requirements and 4.1.B. Content, Item 9 were clarified.

- 2.2.F. Requirements was further clarified by adding the following, “If a full application is not available, please provide supporting documentation used to develop the application such as scope of work, budget, property packets, benefit cost technical memos, etc. Alternately, if no supporting documentation is available, provide a description of the key elements of the application and outline of all documentation that supports the application.”
  - 4.1.B Contents, Item 9) was further clarified by adding the following, ““Evidence of Application Development (fifty (50) page maximum for application or supporting documentation, but four (4) page maximum for an alternate description and outline) that responds to Requirement 2.2 F”
5. Section 2.5. The maximum total project cost will not exceed \$4 million, with no more than \$1 million per federal award, and with no guaranteed minimum. Work will be assigned via task orders. 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 negotiations with the next most qualified respondent. TWDB reserves the right to reject any or all responses.

**Question:** In the event that there are multiple vendors, will TWDB issue task orders directly to vendors or will TWDB request bids/proposals for specific tasks?

**Answer:** If there are multiple vendors, TWDB does not anticipate requesting bids/proposals for specific tasks. TWDB intends to scope and negotiate task orders with one vendor at a time. If TWDB and the vendor are not able to successfully negotiate a given task order, TWDB will work with another vendor to perform that given task order. However, time is of the essence for these contracts and scoping/negotiations are expected to occur in a considerably expedited manner.



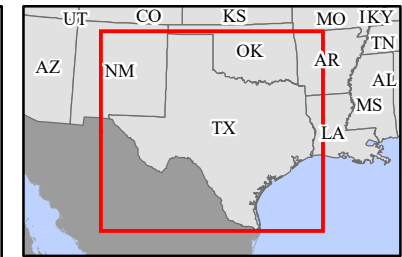
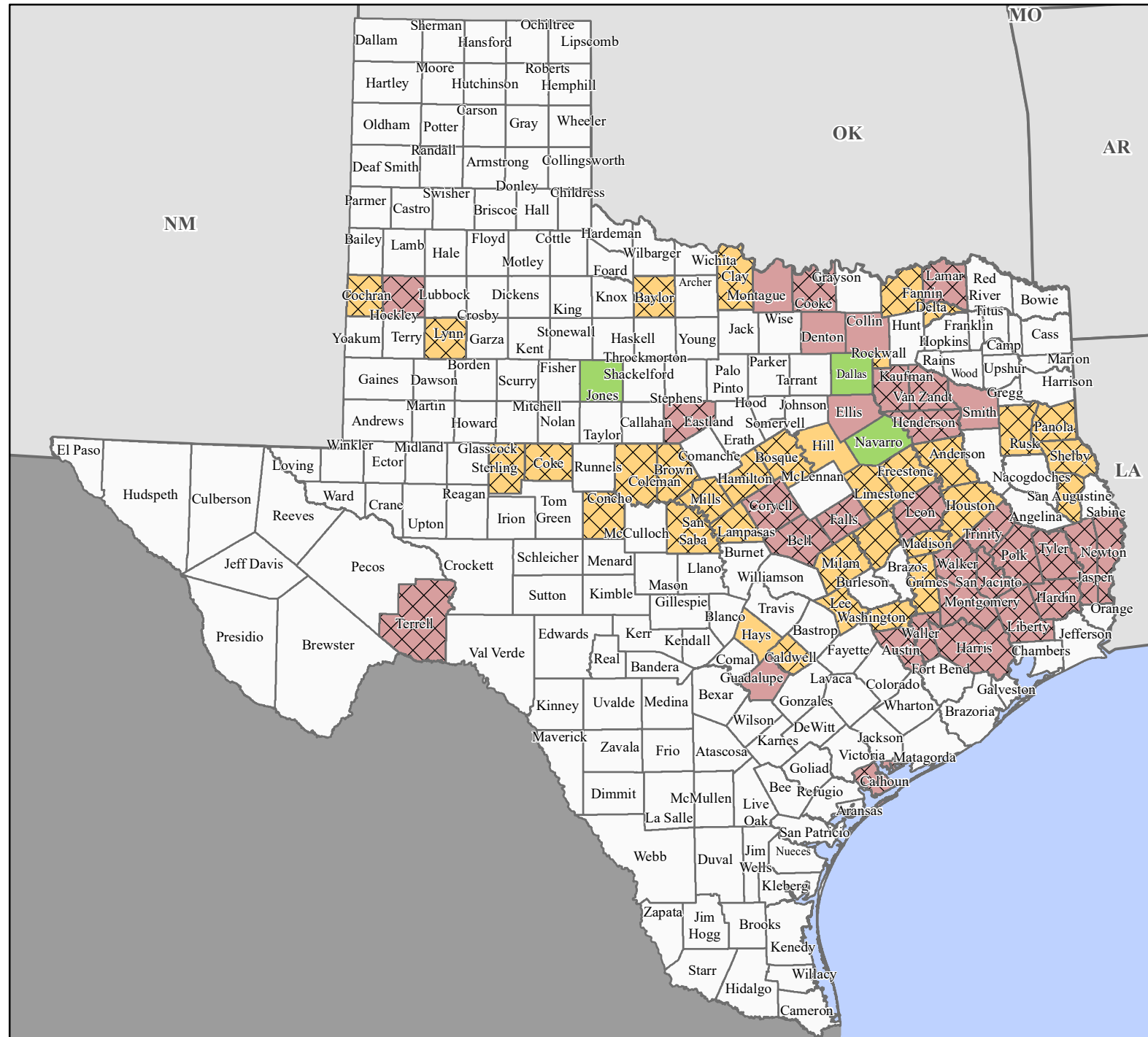
## Attachment B: Table of Respondents

Attachment B  
Table of Respondents

Final Selection for Solicitation 580-24-RFQ-0023	
Vendor/Proposal Received	Recommendation
AtkinsRéalis USA, Inc.	Recommended for Selection
AECOM Technical Services, Inc.	Recommended for Selection
Tetra Tech, Inc.	-
Hagerty Consulting, Inc.	-
WSP USA Inc.	-
IEM International, Inc.	-

Attachment C: Map of Disaster Declaration Area for DR-4781-TX as of July 1, 2024.

# FEMA-4781-DR, Texas Disaster Declaration as of 07/01/2024



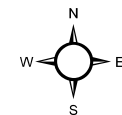
## Data Layer/Map Description:

The types of assistance that have been designated for selected areas in the State of Texas.

All areas in the State of Texas are eligible to apply for assistance under the Hazard Mitigation Grant Program.

## Designated Counties

- No Designation
- Individual Assistance
- Individual Assistance and Public Assistance (Category B)
- Individual Assistance and Public Assistance (Categories A - G)
- Public Assistance (Category B)
- Public Assistance (Categories A - G)



0 40 80 120 160  
Miles

## Data Sources:

FEMA, ESRI;  
Initial Declaration: 05/17/2024  
Disaster Federal Registry Notice:  
Amendment #13: 07/01/2024  
Datum: North American 1983  
Projection: Lambert Conformal Conic