



REQUEST FOR QUALIFICATIONS NO. 580-25-RFQ-0017

FOR

**FLOOD SCIENCE SERVICES AND OTHER PROFESSIONAL SERVICES TO SUPPORT
STATEWIDE FLOOD MAPPING, COMMUNITY ASSISTANCE, AND GRANT MANAGEMENT
PROGRAMS**

CLASS-ITEM CODE(S):

- **905.10: AERIAL SURVEYS AND MAPPING SERVICES**
- **920.33: MAPPING SERVICES, DIGITAL**
- **925.17: CIVIL ENGINEERING**
- **925.28: DRAINAGE ENGINEERING**
- **925.35: ENVIRONMENTAL ENGINEERING**
- **925.36: ENGINEERING SERVICES (NOT OTHERWISE CLASSIFIED)**
- **925.58: IRRIGATION; DRAINAGE; FLOOD CONTROL/ENGINEERING**
- **962.52: MAPPING SERVICES (NOT AERIAL)**

RELEASE DATE: JUNE 5, 2025,

DEADLINE FOR SUBMISSION: JULY 7, 2025

Solicitation Point of Contact:
Veronica Holmes
Certified Texas Contract Developer
veronica.holmes@twdb.texas.gov

You, the Respondent, are responsible for checking the Electronic State Business Daily (ESBD) website, <http://www.txsmartbuy.com/sp>, 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

1.1 OVERVIEW

The Texas Water Development Board (TWDB) requests responses to this Request for Qualifications (RFQ) for the award of **five (5) to seven (7) master services agreements for flood science services and other professional services to support statewide flood science, community assistance, and grant management programs** (the Project).

The Project will include flood risk modeling and mapping, flood science activities, support for the TWDB's state and federal grant programs, flood planning support, and related activities.

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, and all bonds and insurance.

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

“Contractor” means Respondent(s) awarded a contract under this Solicitation.

“ESBD” means the Electronic State Business Daily, <http://www.txsmartbuy.com/sp>.

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

“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.

“[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 Chapter 2254; and Texas Water Code § 6.190.

1.4 BACKGROUND

The TWDB Flood Science and Community Assistance Division provides updated flood risk information, floodplain management assistance and grant administration for communities around the state. The TWDB is authorized to carry out the various floodplain management functions by Texas Water Code 16.316.

Selected Contractors will primarily perform professional engineering and related services to continue the State’s flood mapping activities, federal grant supported activities and flood science and analytics initiatives. Additional support may be performed to support TWDB’s other flood planning program needs. The TWDB anticipates selecting five to seven contractors 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 SOQs received compared to the anticipated work to be performed.

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

SECTION II – SCOPE OF WORK

2.1 SCOPE OF SERVICES REQUESTED

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

Flood Science related activities

- Hydrologic and Hydraulic Analysis
 - Flood hydrologic and hydraulic modeling at various geographic scales and different levels of detail to support flood planning, flood risk mitigation, regulatory and advisory flood hazard mapping.
 - Complex modeling such as split/braided flow, dam, levee, coastal, playa, or alluvial fan analyses
 - Technical support for flood forecasting and flood inundation mapping
 - Pre- and/or post-processing support related to flood hydrologic and hydraulic modeling inputs and results such as terrain modeling, soil and land use assessments, precipitation modeling, and graphic design, user-interface/user-experience, or other means to improve visualization of results
- Survey and Remote Sensing
 - Remote sensing and surveying services such as traditional ground survey, data collection via unmanned aerial vehicle (UAV), and fixed location or vehicle ground LiDAR (Manned aerial data acquisition is not planned as part of this solicitation)
- Federal flood mapping activities (e.g., “FEMA Risk MAP”) that may include but are not limited to:
 - Phase Zero (Investment: Base Level Engineering (BLE), LiDAR)
 - Phase One (Discovery)
 - Phase Two (Risk Identification & Assessment)
 - Phase Three (Regulatory Product Update)
 - Coordinated Needs Management Strategy (CNMS) updates
 - Support of the FEMA Cooperating Technical Partners Program
 - Coordination with other Cooperating Technical Partners and other agencies in the state
- Flood Science and Analytics related activities including but not limited to:
 - Support for Flood Decision Support Toolbox (FDST) and other flood tool development initiatives
 - Flood hazard data analytics such as flood damage assessments, flood risk estimates, flood visualization/reporting, and flood decision support systems

- Integration of Artificial Intelligence (AI) and Machine Learning (ML) to support Flood Science initiatives
- GIS, flood data management, and analysis support
- Research on flood-related topics that may include exploring new technologies, assessing new methodologies, evaluating new flood-related products, or developing technical guidance on existing processes
- Economic Analyses to support flood activities such as benefit cost analyses, life cycle costs, economic flood damage estimates and insurance assessments
- Flood planning, flood mitigation project assessments, and grant management activities (staff augmentation and technical support for existing TWDB activities)
- Technical review of flood-related data deliverables
- Additional activities supporting the above-mentioned items:
 - Preparing report(s), technical guidance documentation, web page development, and other communication or graphic design services
 - Program management support
 - Process automation/application development

Floodplain Management and Community Assistance

- Conducting Community Assistance Visits/Program Audits and Community Assistance Contacts
- Ordinance review and development
- Technical guidance development
- Education activities such as conducting floodplain management training such as FEMA's 273 course and Floodplain Management 101
- Communication and Outreach activities
- Disaster response support, including damage estimates and other field support activities
- Community Assistance Program – State Support Services Element (CAP-SSSE) special projects

Grant Assistance to support Texas flood-related flood grant programs including, but not limited to:

- Grant management services
- Grant application development, financial management, and technical services
- Flood Mitigation Assistance (FMA) and FMA Swift Grants
- Flood Infrastructure Fund (FIF) Grants
- Other TWDB grant programs that may have flood-related components
- Other state, federal, or other agency grant programs where TWDB may provide coordination and support activities

2.2 REQUIREMENTS

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

- A. Experience developing 2D Base Level Engineering (BLE) at various geographic scales
- B. Experience in hydrology and hydraulics
- C. Experience with survey and remote sensing and processing
- D. Experience with federal flood mapping activities like the FEMA RiskMAP program, CTP Program, and flood risk mapping
- E. Experience working with other federal, state, regional, and local agencies and university partners in advancing various flood science, community assistance, and grant management initiatives
- F. Experience with GIS, large flood data management initiatives, analytics and process automation/application development
- G. Experience with floodplain management and regulations, outreach, development of technical guidance, training, and other educational activities.
- H. Experience with the Flood Mitigation Assistance Grant Program, Flood Infrastructure Fund, flood planning, flood mitigation projects, evaluations, studies, and grant management activities
- I. Project and schedule management, team capacity, and quality control (proven prior performance in completing tasks in prescribed timeframe; identification of current staff capacity and availability to support assigned tasks and projects; evidence of superior quality control practices and procedures, including working with subcontractors and other contractors; evidence of staff experience and presence in Texas)

2.3 SUBCONTRACTORS

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

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

2.4 CONTRACT TERM

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

2.5 COMPENSATION

Funds for the requested services are set at a maximum of \$12,000,000 per contract and will vary depending on how many contractors are selected. The maximum total project cost will not exceed \$50,000,000. Funds are based on a combination of current available funding, a projection of future Texas Legislature appropriations, and a projection of future federal grant

awards which are all subject to change. Failure to arrive at mutually agreeable terms of a contract with the most qualified respondent will constitute a rejection of the TWDB's offer and may result in subsequent negotiations with the next most qualified respondent. The TWDB reserves the right to reject any or all responses.

The awarded vendor(s) will only receive compensation once a Task has been completed, reviewed, and accepted by the TWDB, and an invoice is submitted requesting funds for that approved Task, or as otherwise provided in any resulting negotiated contract issued hereunder.

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.

SECTION III – DELIVERABLES

3.1 CONTRACT DELIVERABLES

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

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 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.

SECTION IV – GENERAL INFORMATION

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. Where applicable, the response to each item, including attachments, must not exceed thirteen (13) pages. The cover page will not count towards the page limit. 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 with a copy to veronica.holmes@twdb.texas.gov.

- 2) SOQ pages should be numbered and contain an organized, paginated table of contents corresponding to the sections and pages of the SOQ. File size is limited to 100mb.
- 3) Proposals must be clearly marked **RESPONSE TO RFQ 580-25-RFQ-0017** and delivered electronically to the address noted in the RFQ.

B. Contents: Respondent must submit all information listed below, in the order given, as the response to this RFQ. The response will only be considered if all items are submitted as required. Incomplete/late responses to this RFQ will not be considered.

- 1) Item 1: Signed/dated Execution of Response to the Request for Qualifications (*one (1) page maximum*)
- 2) Item 2: Company Profile Summary and History (*two (2) pages maximum*)
Response should include the following:
 - a. Company name, address, phone number, and legal status (corporation, partnership, joint venture, sole proprietorship).
 - b. Name and title of person submitting the response with the authority to bind the company.
 - c. Name, phone number, and email address of contact person for any questions on the response.
 - d. Describe the general nature of previous work, the number of years in business, size and scope of operation.
- 3) Item 3: Resumes of Individuals - Submit resumes for each individual (*three (3) pages maximum per individual*) who will work on the project.
PLEASE NOTE: Resumes do NOT count towards total response page maximums.
- 4) Item 4: Historically Underutilized Businesses Subcontracting Plan (HUB-SUB)
PLEASE NOTE: HUB-SUB Plans do NOT count towards total response page maximums.
HUB-SUB plan documents ARE REQUIRED even if not applicable to your submittal.
- 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*)
Modify or add as needed:
- 6) Item 6: Prior Project Experience – Include the following items for each project description (*eight (8) pages maximum*):
 - a. Project Title
 - b. Client Organization Name, address, contact person, phone number, and email address. If experience describes subcontracted work, include both prime contractor and overall client information.
 - c. Project Start and End Dates, month and year.
 - d. Project Budget. If applicable, identify both study/design fees and construction fees.
 - e. Project Description
- 7) Item 7: Organizational Chart (*one (1) page maximum*) – Include role, name, and organization for each individual listed.

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 proposal 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 with a copy to veronica.holmes@twdb.texas.gov. File size is limited to 100MB. Please compress the files whenever possible.

4.4 SCHEDULE OF EVENTS

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

EVENT DATE (Central Daylight Time)

| EVENT | DATE/TIME |
|---|--------------------------------|
| Solicitation Release Date | JUNE 5, 2025 |
| Deadline for Submitting Questions | JUNE 13, 2025, by 5:00p.m.cst. |
| Deadline for submission of Solicitation Responses [NOTE: Responses must be <u>RECEIVED</u> by TWDB by the deadline.] | JULY 7, 2025, by 5:00p.m.cst. |
| Anticipated Evaluation Period Ending | AUGUST 7, 2025 |
| Anticipated Contract Start Date | Date of Execution |
| Contract End Date | August 31, 2028 |

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 WAIVER OF MINOR TECHNICALITIES

TWDB reserves the right to waive any minor technicalities in a response. A minor technicality is defined as a requirement in a solicitation which, if waived or modified by the Agency during evaluation, would not provide a respondent with an unfair advantage or result in a material change to the contract. This waiver is in accordance with guidance from the Texas Comptroller's Contract Administration Team.

4.7 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.

4.8 RESPONSE PREPARATION COSTS

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

4.9 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/>.

4.10 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.

4.11 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: Veronica Holmes
Email : bid-room@twdb.texas.gov with a copy to veronica.holmes@twdb.texas.gov
Subject: Ensure the RFQ number is included in all correspondence.

B. Clarifications

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

- 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.

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

C. Responses

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

D. Prohibited Communications

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

4.12 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 § 2254.004.
- 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 |
|-------------------------------|--|
| 15 | Experience with Base Level Engineering |
| 15 | Experience in hydrology and hydraulics |
| 05 | Experience with survey and remote sensing |
| 15 | Experience with Federal Flood Risk Mapping |
| 15 | Experience with GIS, large flood data management initiatives and process automation/application development |
| 20 | Flood Science & Analytics |
| 05 | Experience with floodplain management and regulations, outreach, development of technical guidance, training, and other educational activities |
| 10 | Experience with flood planning, flood mitigation projects, and grant management activities |
| 20 | Project and Schedule Management, Team Capacity, and Quality Control |
| Total Available Points | 120 |

- 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.

A Respondent's performance will be measured by a Grade of A-F in the Texas Comptroller's Vendor Performance Tracking System. The selected Contractors will be evaluated on performance both during and at the conclusion of the any task order issued under this 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>.

4.13 CONTRACT AWARD

It is the intent of TWDB to award five (5) to seven (7) contracts under this Solicitation. An award notice will be sent to the selected Respondent(s). Any award is contingent upon the successful negotiation of final contract terms and upon approval of the TWDB Executive Administrator.

Negotiations will be confidential and not subject to disclosure to competing Respondents unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, TWDB may negotiate a contract with the next highest scoring Respondent or may withdraw this Solicitation.

SECTION V – GENERAL TERMS AND CONDITIONS

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. 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, 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 Adversaries and Terrorist Organizations.** Respondent certifies that it is not: (1) listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or (2) listed in Section 1260H of the 2021 NDAA; or (3) owned by the government of a country on the United States Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or (4) controlled by any governing or regulatory body located in a country on the United States Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or (5) 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.

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.

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 project manager for the Contract. The project manager will serve as the point of contact between TWDB and the selected Contractor(s). The TWDB project 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 project manager does not have any express or implied authority to vary the terms of the Contract, amend the Contract in any way, or waive strict performance of the terms or conditions of the Contract.

5.18 CONTRACT AMENDMENT/TERMINATION

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 Subcontractors 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 Workplace 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 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.

5.40 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
to the
REQUEST FOR QUALIFICATIONS

Company Name: _____

Contact Name: _____

Address: _____

Vendor ID: _____

(aka: Texas Taxpayer ID)

HUB Status: _____

Phone Number: _____

E-Mail: _____

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

Authorized Signature

Date

Title:

CONTENT ITEM 2
COMPANY PROFILE SUMMARY AND HISTORY

(to be provided by Respondent)

CONTENT ITEM 3
RESUMES OF INDIVIDUALS

(to be provided by Respondent)

CONTENT ITEM 4
HISTORICALLY UNDERUTILIZED BUSINESSES SUBCONTRACTING PLAN

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

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

The 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**

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

Use if applicable
(to be provided by Respondent)

CONTENT ITEM 7
ORGANIZATIONAL CHART

Use if applicable
(to be provided by Respondent)