



REQUEST FOR QUALIFICATIONS NO. 580-25-RFQ-0019

FOR

**SERVICES ASSOCIATED WITH THE ASSET MANAGEMENT PROGRAM FOR SMALL
SYSTEMS**

CLASS-ITEM CODE(S): 918-97, 925-36, 925-96, 925-97, 958-95

RELEASE DATE: JULY 24, 2025

DEADLINE FOR SUBMISSION: AUGUST 26, 2025

The issuing office believes that the services requested in this Request for Offers may be proprietary to one vendor under Section 2155.067 of the Government Code; however, the issuing office strongly encourages offers from all qualified respondents that may be able to provide the requested services

**Solicitation Point of Contact:
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Contract Specialist
Rishi.teli@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 Services Contracts to assist small water and wastewater Systems by creating a comprehensive plan for managing the Systems in a financially and technically sustainable manner (hereafter referred to as "Project"). .

The Project will involve evaluating small water and wastewater Systems and creating asset management plans, along with other management tools, in accordance with the most recent guidelines created by the Texas Commission on Environmental Quality (TCEQ) Small Business and Local Governmental Assistance Section in Managing Small Public Water Systems (RG-501) <https://www.tceq.texas.gov/assistance/water/managing-small-public-water-systems-rg-501> and Managing Small Domestic Wastewater Systems (RG-530) <https://www.tceq.texas.gov/assistance/water/wastewater/managing-small-domestic-wastewater-systems-rg-530>, as applicable to the type of System, along with supplemental requirements. The Projects are intended to become the planning basis for System(s) sustainability by identifying infrastructure replacement dates and estimated costs, developing best practices for operation and maintenance, and developing associated financial plans for obtaining funding for future needs.

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 2155; Texas Water Code § 6.190; and Texas Water Code Chapter 15, Subchapter J.

1.4 BACKGROUND

TWDB, the state agency primarily responsible for water planning and administering water financing for the state, was created by constitutional amendment in 1957. TWDB is governed by a three-member board of directors serving six-year staggered terms, appointed by the Governor with consent of the State Senate. The current members of the TWDB board are Chairwoman L'Oreal Stepney and, Tonya R. Miller.

Within the Clean Water and Drinking Water State Revolving Fund programs, TWDB has created the Asset Management Program for Small Systems (AMPSS) to assist smaller water and wastewater Systems (hereafter referred to as "System(s)") by providing funding for the entity to create a comprehensive plan for managing their utility Systems in a financially and technically sustainable manner and identifying qualified contractors that will perform these services.

Eligible System(s) are defined for the purpose of this program as those (a) having 5,000 service connections or less, or (b) having a population of 10,000 or less and located outside the boundaries of any municipality with a population greater than 10,000 or its extra-territorial jurisdiction; and (c) eligible for funding from either the Drinking Water State Revolving Fund or Clean Water State Revolving Fund.

Selected Contractor(s) will primarily perform engineering and consulting services. TWDB anticipates selecting multiple 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. Being included in this pool of contractors does not guarantee that your firm will be selected as a contractor to perform the work described in the solicitation. Participant systems in the AMPSS program will be given the opportunity to select their preferred contractor from the pool of contractors.

TWDB plans to select Contractor(s) with expertise in areas including but not limited to: water and wastewater engineering, consulting, and management.

SECTION II – SCOPE OF WORK

2.1 SCOPE OF SERVICES REQUESTED

TWDB may select multiple Contractors willing to provide services including the requirements contained in this RFQ. Services set forth that contain the words "must" are mandatory and must be provided as specified with no alterations, modifications or exceptions. Services set forth that contain the words "may" allow Respondents to this RFQ to offer alternatives to the manner in which the Services are provided. The selected Contractors may provide the

services described below for one or more of the Projects stated within this RFQ as determined by TWDB.

Each Scope of Work as determined by TWDB for each Project must follow the methodology and meet all requirements associated with and listed in the most recent version of TCEQ's Managing Small Public Water Systems (RG-501) and Managing Small Domestic Wastewater Systems (RG-530), as applicable to the type of System, along with supplemental requirements. The deliverables for this Project must follow the methodology and meet the requirements of the aforementioned TCEQ documents, but do not have to be in the exact format of those documents. The format of the deliverables should be formatted in manner that best suits the needs of the participant System(s). The deliverables must include the following tasks and meet the following requirements:

A. Asset Management

- Conduct a System evaluation (asset identification, location, date of service or approximate age, and condition), as needed, resulting in an inventory of the System(s) and prioritization of assets,
- develop a comprehensive plan for managing System(s) assets,
- develop a budget for managing System(s) assets,
- develop an implementation plan, including a time schedule, for implementing and updating the asset management plan, and
- determine whether a rate study is necessary.

The resulting asset management plan must fulfill the general requirements of a Fiscal Sustainability Plan as outlined in the Federal Water Pollution Control Act at 33 U.S. Code § 1383(d)(1)(E), which requires:

- “(I) an inventory of critical assets that are a part of the treatment works;
- (II) an evaluation of the condition and performance of inventoried assets or asset groupings;
- (III) a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and
- (IV) a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.”

The locations of assets should be recorded using coordinates and addresses, facilitating the ability to incorporate this information into a geographic information system (GIS) software program.

A map of the system, showing service area, water or wastewater lines, and critical assets of the system should be created as part of the asset management plan. This map should be digital, allowing for updates to be made in the future, and a physical copy of the map should be printed and given to the system as well.

For a Project that is a drinking water system, the Contractor must work with the System ensure the Texas Water Service Boundary Viewer reflects the current service area boundary of the System. If changes need to be made, the Contractor must coordinate with

the System and the TWDB Texas Water Service Boundary Viewer Administrator to make the updates.

Further, the section of the asset management plan that discusses funding sources must identify current TWDB financial assistance programs, including the CWSRF and DWSRF programs as applicable, that may be utilized to meet the System's needs. The asset management plan must include an analysis of whether current utility rates would provide adequate revenue to meet future System(s) needs; it does not have to include a full rate study that establishes a new rate structure.

Additional recommendations and guidance must be discussed and included in the asset management plan to assist utility staff in communicating to the System's governing body the importance of infrastructure investments and ongoing comprehensive maintenance System. The recommendation must include strategies for using the asset management plan and visual aids to communicate the System's short-term and long-term needs to an audience that is less technically versed in water and wastewater System operations.

B. Emergency Preparedness/ Weatherization/ Resiliency – Identify assets critical to the operation of the System and determine their ability to remain functional in adverse weather and prolonged electrical grid outages. Identify recommendations related to emergency preparedness and operations. Update and include in the final report, Emergency Preparedness Plans for the System.

C. For Water Systems: Source Assessment and Planning - Identify the System's drinking water source, develop any appropriate best management practices for sustaining the source (at a minimum develop or update the System's conservation and drought contingency plans), and identify options for alternative sources, if they are needed. It will discuss plans for water conservation and detecting and minimizing water loss.

For Wastewater Systems: Sustainable Systems - Create a plan to manage the System more efficiently by conducting an energy assessment of the System and including recommendations for energy-efficiency improvements, and potential public participation programs.

D. Operations and Maintenance - Create an operations and maintenance manual for the System(s) that includes a plan for scheduling and performing preventive and general maintenance. The plan may identify other resources available to the System(s) such as TCEQ's Financial, Managerial, and Technical Assistance program.

As part of the operations and maintenance manual, two separate "quick-guides" for operators and utility staff must be developed. The first guide must include a concise list of the maintenance activities required on a daily, weekly, monthly, quarterly and annual basis to maximize the useful life of the assets and keep them in optimal working order. The second guide must include a concise list of the operational processes required on a daily, weekly, monthly, quarterly and annual basis to maintain required levels of service and

ensure compliance with applicable rules and regulations. These guides must resemble checklists that can be easily used in the field.

An executive summary of the operations and maintenance of the water or wastewater system must also be included with the operations and maintenance manual. This executive summary should be a high-level summary of the operations and maintenance activities required to keep the system functioning properly. The target audience of this executive summary is a new employee needing to get up to speed on the operations and maintenance of the system as quickly as possible.

E. Compliance – Conduct a minimum of one training session for the System’s management and staff on monitoring, reporting, and record-keeping requirements and TCEQ’s investigation and enforcement process (including an enforcement scenario) and develop a Compliance manual that includes copies of all required reports, compliance checklists and tables for keeping track of State and/or Federal requirements. The Compliance manual may be incorporated into the Operations and Maintenance manual. (For wastewater Systems, checklists 1-7 in Part D of Managing Small Domestic Wastewater Systems (RG-530) are not required.)

F. Other Requirements –

- As part of the Project, all tools developed, including spreadsheets and manuals, must be nonproprietary and must be installed on the System’s computers. Key staff members must be trained sufficiently to implement the plan. Contractor must coordinate development activities, including the training of key System(s) staff members, with the System’s management.

Asset management software is a requirement of this project. The software needs to include functions related to inventory of assets (including condition, age criticality, and location), work orders, and GIS. If the system has a pre-existing asset management software they would like to continue using, the contractor must use that software for the project. If the system does not already have asset management software, the tool must be provided to the System at no additional cost to the System for set-up costs. Any new software that has an ongoing subscription cost must be discussed and agreed upon by the System within the first three months of the contract. The ongoing subscription will be at the expense to the system. The set-up cost for new software will be an expense to the contractor and reimbursable to the contractor within the total contract amount. The data held in the asset management software must be able to be downloaded by the system to transfer to another software if, in the future, the system chooses to use another software.

- A project kick-off meeting must be conducted with representation (at least one person) from the following groups:
 - o Contractor
 - o Participant System’s governing body (board of directors, city council, etc.)
 - o Participant System’s management/administration (general manager, city manager/administrator, etc.)
 - o Participant System’s utility operations staff (utility supervisor, operator, etc.)

- Contractor must provide a written progress report to System management and TWDB at least every two months while the Project is under development, with an opportunity for System participants and TWDB to provide feedback on development of the Project.
- Contractor may arrange for periodic meetings with TWDB and System(s) as necessary to resolve any concerns or to discuss progress.
- The Project activities conducted by Contractor must include at least one presentation to the System's governing body or owner that provides an overview of the developed plans, the benefits to the System(s) of implementing the plans, and any recommendations. The TWDB AMPSS Coordinator must be informed of the time and location of this presentation prior to the meeting being conducted.
- Contractor must facilitate at least one "all-hands" training for the staff responsible for the operation of the System, including an explanation of the basic principles of asset management and an overview of the deliverables of the Project.
- Contractor must return to the System 9 months after delivery of the final plans to assess the System's implementation progress and provide TWDB and the System's governing body or owner a written analysis of the System's implementation of the plans.
- After the 9-month follow-up assessment has been completed, Contractor must work with a representative from the System to create and present a presentation on the findings from the report to the governing body of the System. The System representative must conduct all or part of the presentation. The TWDB AMPSS Coordinator must be informed of the time and location of this presentation prior to the meeting being conducted, to allow the AMPSS Coordinator to attend if feasible.

2.2 REQUIREMENTS

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

- A. A minimum of five years of experience in creating successful asset management plans.
- B. Extensive knowledge of water and wastewater systems engineering, planning, design, and construction based on staff education, training, and experience designing and implementing water and wastewater projects within the previous five years.
- C. Extensive knowledge of water and wastewater system operations, maintenance, and compliance with applicable regulatory requirements.
- D. Extensive knowledge of utility system finances and financial management required to develop a system budget and perform rate analyses based on staff education, training, and experience assisting in the financial management of water and wastewater systems within the previous five years.
- E. Knowledge of federal and state laws applicable to state and federal funding for water and wastewater projects based on staff education, training, and experience implementing water and wastewater projects funded with federal or state programs within the previous five years.
- F. Experience working with Eligible Systems as defined in Section 1.4 of this RFQ within the previous five years.

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.

The Respondents are responsible for establishing and maintaining any and all subcontracts developed throughout the life of the Project. The Respondents are also responsible for submitting fully executed subcontracts to the TWDB within two (2) months of the subcontract's execution.

2.4 CONTRACT TERM

The Service requested will start upon execution of the Contract and end on January 1, 2028, with potential extensions by amendment up to April 1, 2028

2.5 COMPENSATION

The maximum total project cost will not exceed \$2,000,000.00 split between 20 projects. Each contractor will be limited to up to four projects. The maximum total project cost will not exceed \$100,000 per Project. The contractor is allowed to participate in past projects and may apply to participate in future projects regardless of involvement in any present project. 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.

Contractor payment requests/invoices for reimbursement from TWDB should be submitted on a basis of every other month, including reimbursable expenses for a two-month period.

Possible eligible expenses may include but are not limited to Salary and Wages, Travel, Subconsultants Expense, Fringe, Overhead, Profit and Other Expenses.

Contract expenses eligible for reimbursement, related to the "Profit" budget category and "Overhead" budget category must not exceed 15% (combined) of the total contract amount.

An amount of 5% of each invoice will be retained by TWDB until the completion and acceptance by the Executive Administrator of the contract deliverables.

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 \$100.00 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:

A. Asset Management Plan:

- Results of conducting a system inventory (asset identification, location (map coordinates and addresses), date of service or approximate age, and condition), as needed, resulting in an inventory of the System(s) and prioritization of assets,
- Worksheets showing the inventory, condition, prioritization and criticality of assets,
- Comprehensive plan for managing System assets,
- Budget for managing System assets,
- Implementation plan, including a time schedule, for implementing and updating the asset management plan, and
- Analysis of whether a rate study is necessary.

The asset management plan components must be developed in accordance with the most recent versions of TCEQ documents Managing Small Public Water Systems (RG- 501) and Managing Small Domestic Wastewater Systems (RG-530), as applicable to the type of system and as further revised in the Scope of Work.

- (a) The asset management plan must fulfill the general requirements of a fiscal sustainability plan (outlined in the Federal Water Pollution Control Act - 33 U.S.C §1383(d)(1)(E)) as shown below: an inventory of critical assets that are a part of the System;
- (b) an evaluation of the condition and performance of inventoried assets or asset groupings;
- (c) a certification from the System that it has evaluated and will be implementing water and energy conservation efforts as part of the plan; and
- (d) a plan for maintaining, repairing, and, as necessary, replacing the System and a plan for funding such activities.

A map of the system, showing service area, water or wastewater lines, and critical assets of the system should be created as part of the asset management plan. This map should be digital, allowing for updates to be made in the future, and a physical copy of the map should be printed and given to the system as well.

For a Project with a drinking water system, written confirmation, sent via email to the AMPSS program coordinator, must be provided showing the Texas Water Service Boundary Viewer is up to date with the current water service boundary of the System.

The section of the asset management plan that discusses funding sources must identify current TWDB financial assistance programs, including the CWSRF and DWSRF programs as applicable, that may be utilized to meet the System's needs. Any other funding sources identified that are available to the System should be described as well. The asset management plan must include an analysis of whether current utility rates would provide adequate revenue to meet future System needs; it does not require a full rate study that establishes a new rate structure.

Additional recommendations and guidance must be discussed and included in the Plan to assist utility staff in communicating the importance of infrastructure investments and ongoing comprehensive maintenance to the System's governing body. The recommendations must include strategies for using the asset management plan and visual aids to communicate the System's short-term and long-term needs to an audience that is less technically versed in water and wastewater system operations.

B. A document that identifies the critical infrastructure of the System and determines the System's ability to remain functional in adverse weather and prolonged electrical grid outages, including recommendations for making the System more resilient to these events. For water systems, include a current copy of the Emergency Preparedness Plan.

C. For Water systems: a document that identifies the System's drinking water source, develop any appropriate best management practices for sustaining the source (at a minimum develop or update the System's conservation and drought contingency plans), and identify options for alternative sources, if they are needed. It will discuss plans for water conservation and detecting and minimizing water loss.

For Wastewater systems: a plan to manage the System more efficiently by conducting an energy assessment of the System and including recommendations for energy-efficiency improvements, and potential public-participation programs.

These deliverables must be developed in accordance with the most recent version of TCEQ documents Managing Small Public Water Systems (RG-501) and Managing Small Domestic Wastewater Systems (RG-530), as applicable.

D. System Operations and Maintenance Manual. The manual must include a plan for scheduling and performing preventive and general maintenance. (The manual may identify other resources available to the System such as TCEQ's Financial, Managerial, and Technical Assistance program.) Two separate "quick-guides" for operators must be included. One "quick-guide" must cover maintenance activities and the other must cover operational activities. These "quick-guides" must resemble checklists that can be easily used in the field. An executive summary of operations and maintenance activities must be included with the operations and maintenance manual as well.

E. Other Deliverables.

- 1) Written certification that System(s) management and staff have been trained sufficiently on monitoring, reporting, and record-keeping requirements, the investigations and enforcement process (including an enforcement scenario)
- 2) A copy of the attendance log of the kick-off meeting
- 3) A Compliance manual that includes copies of all required reports, compliance checklists and tables for keeping track of State and/or Federal requirements. The Compliance manual may be incorporated into the Operations and Maintenance manual. (For wastewater Systems, checklists 1-7 in Part D of Managing Small Domestic Wastewater Systems (RG-530) are not required to be completed.)
- 4) Written certification that all tools that were developed, such as spreadsheets and manuals, have been installed on the System's computer System and key staff members have been trained sufficiently to implement the plan.
- 5) Written progress reports provided to both TWDB and management of the System(s), at least every two months, outlining progress of development of items listed in the Scope of Work.
- 6) A draft written report on the overall Project that fulfills the Scope of Work, including electronic copies in native format of all the listed deliverables within nine months of contract start date. (Native format in this document means the default format used by the creation software to save files.)
- 7) A final written report on the overall Project that fulfills the Scope of Work, including electronic copies in native format of all the listed deliverables within 60 days of the TWDB approving the draft report. A redacted version of the project deliverables also needs to be prepared and submitted to the TWDB AMPSS Coordinator, that can be made publicly available.
- 8) Electronic copy in native format of the presentation made to the System's governing body or owner that provides an overview of the developed plans, the benefits to the System of implementing the plans, and any recommendations. A signed and dated certification that the presentation was made to the System's governing body or owner, including an attendance log.
- 9) An attendance log from the staff training covering the basic principles of asset management and the deliverables of the project, signed by a representative of Contractor and a representative of the System staff.
- 10) Written report on the System's implementation of the plans based on an assessment conducted 9 months after delivery of the final developed plans to the System.
- 11) Electronic copy in native format of the presentation materials from the post 9-month follow-up assessment presentation to the System's governing body. A signed and dated certification that the presentation was made to the System's governing body or owner including an attendance log.

3.2 PROJECT TIMELINE

See table below for the general timeline and major due dates for the Project. Please note that this table is not to be considered comprehensive and the Project may include additional due dates and deliverables. All times listed below are from the contract execution date.

| Description | Due Date |
|---|--------------------------|
| Conduct Contract Kickoff Meeting | Within 1 month |
| Submit updated expense budget to TWDB | Within 2 months |
| Submit subcontracts executed subcontracts to TWDB | Within 2 months |
| Submit documentation of software selection | Within 3 months |
| Draft asset management plan to TWDB | Within 9 months |
| Final asset management plan to TWDB | Within 12 months |
| Presentation to System governing body | Within 13 months |
| All-hands training for System staff | Within 14 months |
| Implementation report and presentation | Between 20 and 22 months |

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 20 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 rishi.teli@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 580-25-RFQ-0019** 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*)
- 6) Item 6: Prior Project Experience – This section must include evidence that Respondent meets the requirements set forth in Section 2.2 of this RFQ. Evidence must identify specific water/wastewater systems the Respondent has completed work (relevant to work described in the Scope of Work of this RFQ) for. (*eight (8) pages maximum*)
- 7) Item 7: Technical Approach to Implementing the Project – Describe the technical approach your firm will take to complete the deliverables of this project set forth in Section 3.1 of this RFQ. (*five (5) pages maximum*)
- 8) Item 8: Company Summary - A summary of your company and/or your ability to complete the contract deliverables that will be included on the list of qualified contractors given to the participant Systems. (*150-word maximum*)
- 9) Item 9: Contact Information for Participant Systems – Identify and include 2 email addresses and/or phone numbers that the participant Systems can call to speak with a representative from your company who is familiar with this project.

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 rishi.teli@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 | July 24, 2025 |
| Deadline for Submitting Questions | August 7, 2025 by 5:00 PM CST |
| Deadline for submission of Solicitation Responses [NOTE: Responses must be <u>RECEIVED</u> by TWDB by the deadline.] | August 26, 2025 by 5:00 PM CST |
| Evaluation Period | September 27, 2025 |
| Anticipated Contract Start Date | January, 2026 |
| Anticipated Contract End Date | January 1, 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 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://fmx.cpa.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:

Email : bid-room@twdb.texas.gov with a copy to rishi.teli@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.

4.11 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 § 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 |
|-------------------------|--|
| 0 – 40 | Experience in creating successful asset management plans, with five years minimum experience to receive any points. |
| 0 – 25 | Extensive knowledge of water and wastewater systems engineering, planning, design, and construction based on staff education, training, and experience designing and implementing water and wastewater projects within the previous five years |
| 0 – 25 | Extensive knowledge of water and wastewater system operations, maintenance and applicable regulatory compliance based on staff education, training, and experience. |
| 0 – 15 | Experience with system finances and financial management related to developing a system budget and performing a rate analysis based on staff education, training, and experience offering assistance in the financial management of water and wastewater systems within the previous five years. More years of experience will result in a greater number of points. |
| 0 - 15 | Have knowledge of federal and state laws applicable to state and federal funding for water and wastewater projects based on staff education, training, and experience implementing water and wastewater projects funded with federal or state programs funding within the previous five years. |
| 0 - 5 | Experience working with smaller water and wastewater systems within the previous five years. |
| 0 - 5 | Prior Performance - Scores will be established from the Texas Comptroller's Vendor Performance Tracking System (VPTS) as listed below. A – 5 B – 3 C – 1 D – 0 F – 0 No score - 3 |
| 130 | TOTAL |

- 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 multiple 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, 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.

NOTE: The following clause applies only to contracts for \$100,000 or more with companies employing at least 10 full-time people and paid at least in part with public funds. The clause does not apply to a governmental entity that determines the requirements Texas Government Code § 2276.002(b) are inconsistent with its duties related to debt obligations or funds as described in Texas Government Code § 2276.002(c).

- 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.

NOTE: The following clause applies only to contracts for \$100,000 or more with companies employing at least 10 full-time people and paid at least in part with public funds.

- 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.

The following clause applies only to contracts for \$100,000 or more with companies employing at least 10 full-time people and paid at least in part with public funds. It does not apply when such contracts are sole source or no-bid.

- 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.

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 seven (7) 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.

The following clause applies when the contract is expected to be for \$1 million or more.

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

(to be provided by Respondent)

CONTENT ITEM 7
TEHCNICAL APPROACH TO IMPLEMENTING PROJECT

(to be provided by Respondent)

CONTENT ITEM 8
COMPANY SUMMARY

(to be provided by Respondent)