

AGENDA ITEM MEMO

BOARD MEETING DATE: June 9, 2022

TO: Board Members

THROUGH: Jeff Walker, Executive Administrator
Ashley Harden, General Counsel
Jessica Peña, Deputy Executive Administrator

FROM: Patrick Kading, AMPSS Coordinator, Program Administration

SUBJECT: Asset Management Program for Small Systems (AMPSS) Briefing

ACTION REQUESTED

No action is required of the Board. This is a briefing and discussion on the status of the AMPSS program.

BACKGROUND

AMPSS is being implemented to assist small water and wastewater systems by providing funding to create a comprehensive plan for managing their system in a financially and technically sustainable manner. The entities chosen to participate in AMPSS will work with pre-qualified contractors with expertise in the utility management, engineering, and consulting to create an asset management plan, an operations and maintenance manual, and other tools to assist the entity plan for the maintenance and eventual replacement of the assets that are critical to successful operations of their systems.

AMPSS began as a pilot initiative with three water and three wastewater systems, spread geographically throughout the state. These systems were selected from suggestions from the Texas Commission on Environment Quality (TCEQ). Each system chose a contractor from a list of pre-qualified contractors and worked with the contractors to complete the deliverables in the contract. The systems were required to contribute a minimum of 80 hours of their staff time to the project.

Our Mission

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

Board Members

Brooke T. Paup, Chairwoman | Kathleen Jackson, Board Member

Jeff Walker, Executive Administrator

KEY ISSUES

After follow-up conversations with the communities, a round-table discussion with the contractors, and review of the final deliverables from the pilot phase, updates have been made to AMPSS. Updates are intended to strengthen the program and ensure that the project is as beneficial as possible to the participant systems, their governing bodies and most importantly, the long-term service needs of their customers.

While many aspects of the pilot were a success and will be carried into this next round of projects, additions and revisions to the Scope of Work and Deliverables were made to keep projects on track through the timeline of the contract, ensure participation from the system, add deliverables associated with the efficient transfer of knowledge to new personnel, and add emergency preparedness information. The amount of funding available for each project was also increased to take into consideration added deliverables and the rising costs of engineering and consultation work.

PROGRAM SUMMARY

Below is a summary of AMPSS as it heads into the next round of project funding:

Funding – Administrative Costs

As with the AMPSS pilot initiative, this round of AMPSS projects will be funded from origination fees from the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF). The total amount made available for this round of projects is \$2,000,000, with \$1,000,000 designated for wastewater systems and \$1,000,000 designated for drinking water systems. At up to \$100,000 available per project, there is the capacity for ten wastewater system projects and ten drinking water system projects.

There is no financial match requirement for the systems, but they will be required to contribute at least 80 hours of their staff time to the project.

System Eligibility

Eligible systems are defined for the purpose of this program as (a) having 5,000 service connections or less, or (b) an entity that has a population equal to or less than 10,000 and is not located within the boundaries of any municipality with a population over 10,000 or within its extra-territorial jurisdiction. Systems also must be eligible for funding through the CWSRF or DWSRF programs.

Selection of Contractors

The TWDB has posted a Request for Qualifications (RFQ) to solicit Statement of Qualifications from vendors interested in participating in AMPSS as contractors. The procurement process is following all applicable procurement laws and requirements. Vendors that meet the qualifications described in the RFQ will be added to a list of pre-qualified contractors. The participant systems will then choose a contractor from that list to work with on their project.

The RFQ was posted on May 31, 2022, and responses will be accepted through June 30, 2022. A copy of the RFQ is included in Attachment 1.

Selection of Participant Systems

While the pilot phase chose participant systems based on suggestions from the TCEQ, this round of systems will be chosen through an application process. The application period began June 6, 2022, and applications will be accepted until July 21, 2022.

TWDB staff will score the water and wastewater systems according to the scoring criteria outlined in Attachment 2.

Geographic spread will also be taken into consideration so that, based on eligible applications received, at least one system from each TWDB Regional Water Project Development team region will be selected. After the top scoring system from each region is selected, the remaining projects will be selected from the remaining highest scoring applications. Once ten wastewater systems are selected, the remaining projects will be selected from drinking water applications, or vice-versa.

The selected participant systems will then be given 30 days to select their top 3 choices of contractors from the pre-qualified list and send their choices back to TWDB. Participant systems are encouraged to reach out to contractors on the list to find the best fit for their system. Depending on the number of pre-qualified contractors and the number of systems that select a particular contractor, TWDB may, in its discretion, limit the total number of projects per contractor.

Scope of Work to be Performed by Contractors for Participant Systems

The full Scope of Work and Deliverables for these projects can be found in the attached RFQ (Attachment 1).

PROJECT TIMELINE

Accounting for solicitation, review, contract award, initiation, and execution, AMPSS projects are expected to begin in Winter 2022-2023.

The following chart serves as a general timeline for AMPSS projects, based on the contract begin date:

<u>Milestones & Deliverables</u>	<u>Due Date</u>
Conduct contract kickoff meeting	Within 1 month
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 23 and 25 months

Board Members

June 9, 2022

Page 4

SUMMARY

The Executive Administrator has posted the information outlined above to the TWDB website, along with contractor RFQ and participant application materials. AMPSS information posted will continue to be updated throughout the program timeline. No action is required of the Board at this time.

Attachments

1. Attachment 1: Request for Qualifications
2. Attachment 2: Participant Scoring Criteria



REQUEST FOR QUALIFICATIONS NO. 580-22-RFQ-0011

FOR

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

CLASS-ITEM CODE(S):

**918-97 CONSULTING SERVICES : UTILITIES: GAS, WATER ELECTRIC CONSULTING
925-36 ENGINEERING SERVICES, PROFESSIONAL: ENGINEERING SERVICES (NOT OTHERWISE
CLASSIFIED)
925-96 ENGINEERING SERVICES, PROFESSIONAL: WASTE WATER TREATMENT ENGINEERING
925-97 ENGINEERING SERVICES, PROFESSIONAL: WATER SUPPLY, TREATMENT, AND
DISTRIBUTION ENGINEERING
958-95 MANAGEMENT AND OPERATION SERVICES: UTILITY MANAGEMENT SERVICES**

RELEASE DATE: 05/31/2022

DEADLINE FOR SUBMISSION: 06/30/2022

**Solicitation Point of Contact:
Sherry Jackson, Contract Specialist
Sherry.Jackson@twdb.texas.gov**

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

TABLE OF CONTENTS

SECTION II – SCOPE OF WORK	5
SECTION III – DELIVERABLES	10
SECTION IV – GENERAL INFORMATION	13
SECTION V – GENERAL TERMS AND CONDITIONS	18

SECTION I – EXECUTIVE SUMMARY, DEFINITIONS AND AUTHORITY

1.1 EXECUTIVE SUMMARY

The Texas Water Development Board (TWDB) requests responses to this Request for Qualifications (RFQ) for the award of 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 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 <https://www.twdb.texas.gov>.

1.2 DEFINITIONS

"Addendum" means a written clarification or revision to the RFQ issued by TWDB. Respondents must acknowledge receipt of any addenda in the submission of the Solicitation Response.

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

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

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

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

"HUB" means Historically Underutilized Business as defined by [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 \(TAC\) § 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.

“[PIA](#)” means the [Public Information Act, Chapter 552 of the Texas Government Code](#).

“[Project](#)” means the work solicited under this Solicitation.

“[Respondent](#)” means the entity responding to this Solicitation.

“[RFQ](#)” means Request for Qualifications.

“[Solicitation](#)” means this RFQ.

“[Solicitation Response](#)” means Respondent’s entire response to this Solicitation, including all documents requested.

“[SOQ](#)” means Statement of Qualifications.

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

“[System](#)” means the water or wastewater System selected by TWDB to participate in the Project and be the beneficiaries of the services provided by the selected Contractor(s).

“[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 2151](#); [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 Brooke T. Paup and Kathleen Jackson.

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.

There is no financial match requirement for the Project; however, the System(s) will be required to contribute 80 hours of staff time to participate in development of the Project. (TWDB may reduce or waive the contribution requirement if TWDB determines it would constitute a serious hardship on the operations of a System.)

Selected contractors will primarily perform engineering and consulting services. TWDB anticipates selecting multiple Contractors under this RFQ who will be placed on a pre-qualified list. Participating System(s) will request a Contractor from the pre-qualified list for TWDB's consideration. A System participating in the program will be required to execute an agreement with TWDB covering implementation of the Services described in the Scope of Work, to be funded by TWDB under a project-specific budget in the agreement between TWDB and the Contractor.

TWDB plans to select Contractors with expertise in areas including 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 must include the following tasks and meet the following requirements:

A. Asset Management

- Conduct a System evaluation (asset identification, location, and date of service or approximate age), 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.;*

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. Any software used as an asset management tool must be provided to the System at no additional cost during the term of the contract, unless already in use by the System. 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.

- A project kick-off meeting must be conducted with representation (at least one person) from the following groups:
 - Contractor
 - Participant System's governing body (board of directors, city council, etc.)
 - Participant System's management/administration (general manager, city manager/administrator, etc.)
 - Participant System's utility operations staff (utility supervisor, operator, etc.)
 - TWDB
- 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 to allow the AMPSS Coordinator to attend if feasible.
- 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 12 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 12-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 knowledge, skills and abilities:

- A. A minimum 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 within the previous five years.

2.3 SUBCONTRACTORS

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

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

2.4 CONTRACT TERM

The Service requested will start upon execution of the Contract and end on August 31, 2025, with potential extensions by amendment up to 1/1/2026.

2.5 COMPENSATION

The maximum total project cost will not exceed \$100,000 per Project for systems that have not had an inventory of assets conducted within the previous five years, nor exceed \$75,000 per Project for systems that have had an inventory of assets conducted in the previous five years. The total amount TWDB pays for these Projects could be less than the maximum if a system already had an acceptable inventory of assets or the size of the system warrants a lower amount. Failure to arrive at mutually agreeable terms of a contract with the most qualified respondent will constitute a rejection of TWDB's offer and may result in subsequent negotiations with the next most qualified respondent. TWDB reserves the right to reject any or all responses.

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

2.6 LIQUIDATED DAMAGES

If a selected Contractor breaches its obligation to provide deliverables in accordance with the schedule in Section 3.1, the selected Contractor agrees to pay TWDB \$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, and date of service or approximate age), unless the system had an inventory of the location of assets performed within the previous five years that provides all the information necessary for development of the plan and it is not required in the scope of work for a particular System,
 - Worksheets showing the inventory, 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.

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:

- (a) 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.

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, signed by a representative of Contractor and a representative of the participant System.
- 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 12 months after delivery of the final developed plans to the System.

- 11) Electronic copy in native format of the presentation materials from the post 12-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.

<u>Description</u>	<u>Due Date</u>
Conduct Contract Kickoff Meeting	Within 1 month
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 23 and 25 months

SECTION IV – GENERAL INFORMATION

4.1 RFQ REQUIREMENTS

A brief transmittal letter summarizing the Statement of Qualification's (SOQ) key points and be signed by an authorized representative who is responsible for committing the firm's resources must accompany each response. The response, including attachments, must not **exceed 20 pages**. 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 Sherry.Jackson@twdb.texas.gov.
- 2) SOQ pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the SOQ. File size is limited to 100mb.
- 3) Proposal must be clearly marked **RESPONSE TO RFQ 580-22-RFQ-0011** and delivered electronically to the address noted in the RFQ.

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

- 1) Item 1: Signed/dated Execution of Response to the Request for Qualifications (*one (1) page maximum*)

- 2) **Item 2:** Company Profile Summary and History (*two (2) pages maximum*)
Response should include the following:
 - a. Company name, address, phone number, and legal status (corporation, partnership, joint venture, sole proprietorship).
 - b. Name and title of person submitting the response with the authority to bind the company.
 - c. Name, phone number, and email address of contact person for any questions on the response.
 - d. Describe the general nature of previous work, the number of years in business, size and scope of operation.
- 3) **Item 3:** Resumes of Individuals - Submit resumes for each individual (*three (3) pages maximum per individual*) who will work on the project.
PLEASE NOTE: Resumes do NOT count towards total response page maximums.
- 4) **Item 4:** Historically Underutilized Businesses Subcontracting Plan (HUB-SUB)
PLEASE NOTE: HUB-SUB Plans do NOT count towards total response page maximums.
- 5) **Item 5:** Name(s) and last four digits of Social Security Number(s) of Each Person with at least 25 Percent Ownership of the Business Entity submitting the response to the RFQ (*one (1) page maximum*)
- 6) **Item 6:** Prior Project Experience – This section must include evidence that Respondent meets the requirements set forth in Section 2.4 of this RFQ. (*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 RFQ should be acknowledged by returning a signed copy of each addendum with the submitted response.

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

TWDB will not be responsible for locating or securing information that is not included in your SOQ.

4.3 DELIVERY OF SUBMISSION

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

Electronic Delivery via email to bid-room@twdb.texas.gov with a copy to Sherry.Jackson@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 SCHEDULE (Central Standard Time)

Issue Solicitation	May 31, 2022
Deadline for Submitting Written Questions	June 14, 2022, 5:00 PM
Anticipated Release of Written Answers	June 23, 2022
Deadline for Submission of Qualifications	June 30, 2022, 5:00 PM
Expected Date of Award of Contract by TWDB Board	UPON EXECUTION
Expected Contract Start Date	UPON EXECUTION

4.5 REVISIONS TO SCHEDULE

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

4.6 RESPONSE SUBMITTAL

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

4.7 RESPONSE PREPARATION COSTS

Respondents are responsible for all costs incurred in the preparation and delivery of the SOQ 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 (8:00 a.m. – 5:00 p.m.), or on other mutually agreed dates and times.

4.10 INQUIRIES

A. Point of Contact

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

Name: Sherry Jackson, Contract Specialist
Email : bid-room@twdb.texas.gov with a copy to Sherry.Jackson@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 in Section 4.10 Inquiries A. Point of Contact. Respondents' names will be removed from questions when the written answers are released. Questions must be submitted in the following format. Submissions that deviate from this format may not be accepted:

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

Note: The deadline for submitting questions is noted in Section 4.4 Schedule of Events.

C. Responses

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

D. Prohibited Communications

On issuance of this Solicitation, except for the written inquiries described in Section 4.10 Inquiries, A. Point of Contact, 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. Failure to observe this restriction may disqualify Respondent. Respondent should rely only on written statements and information issued through or by TWDB's purchasing staff. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation.

4.11 PROPOSAL EVALUATION AND AWARD

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

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

POINTS AVAILABLE	CATEGORY
0 - 30	Experience in creating successful asset management plans, with five years minimum experience to receive any points.
0 - 30	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 - 30	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

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

- C. A Respondent's performance will be measured by a Grade of A-F in the Texas Comptroller's Vendor Performance Tracking System. The selected Contractor(s) will be evaluated on performance both during and at the conclusion of the contract, and that information may be considered in the selection of future contracts. Contractor performance information is located on the CPA web site at: <https://www.txsmartbuy.com/vpts>.

4.12 CONTRACT AWARD

It is the intent of TWDB to create a list of qualified vendors from this RFQ and allow participant water or wastewater systems to choose a vendor from the list to work with. TWDB will then award multiple contracts under this Solicitation, based on the selections made by the participant water or wastewater systems. An award notice will be sent to the selected Respondent(s). Any award is contingent upon the successful negotiation of final contract terms and up 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 Contract Award. 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 (PIA), 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 the 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 Contractor does not plan to subcontract, Contractor must state that fact in their plan. The completed plan will become part of the contract that may be awarded as a result of this RFQ.

5.5 HUB RESOURCES AVAILABLE

A list of certified HUBs is available on the Texas Comptroller of Public Accounts (CPA) Web site at: <https://mycpa.cpa.state.tx.us/tpasscmlsearch/tpasscmlsearch.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 this contract may be terminated, and payment may be withheld if this certification is inaccurate.
- 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 § 2274.002\(b\)](#) are inconsistent with its duties related to debt obligations or funds as described in [Texas Government Code § 2274.002\(c\)](#).

F. Energy Company Boycotts. Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies 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.

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 [Texas Government Code § 2271.002](#); or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this Solicitation. Respondent must state any facts that make it exempt from the boycott certification in its Response.

H. Excluded Parties. Respondent certifies that it is not listed on the federal government's terrorism watch list as described in [Executive Order 13224](#).

I. Executive Head of a State Agency. Under [Texas Government Code § 669.003](#) Respondent certifies that it does not employ, or has disclosed its employment of, any former executive head of TWDB. If [Texas Government code § 669.003](#) applies, Respondent must provide the following information:

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

J. 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.

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. It does not apply when such contracts are sole source or no-bid.

K. Firearm Entities and Trade Associations Discrimination. Respondent verifies that: (1) it does not, and will not for the duration of the contract, 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.

L. Foreign Terrorist Organizations. Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by [Texas Government Code § 2252.152](#).

M. 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.

N. Lobbying Prohibition. Respondent represents and warrants that TWDB's payments to Respondent and Respondent's receipt of appropriated or other funds under the contract are not prohibited by [Texas Government Code §§ 556.005 or 556.0055](#), related to the prohibition on payment of state funds to a lobbyist or for lobbying activities.

O. 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.

P. Prior Disaster Relief Contract Violation. [Texas Government Code § 2155.006](#) and [Texas Government Code § 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 [Texas Government Code § 2261.053](#), Contractor certifies that the individual or business entity named in this

Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.

Q. 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.

R. 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 Government Code § 2155.444\(c\)](#).

5.7 INDEMNIFICATION

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

5.8 ADDITIONAL TERMS

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

5.9 DISPUTE RESOLUTION

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

5.10 NON-APPROPRIATION OF FUNDS

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

5.11 PUBLIC INFORMATION ACT

Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to [Texas Government Code Chapter 552](#) (the "Public Information Act"). In accordance with [Texas Government Code § 2252.907](#), Respondent is required to make any information created or exchanged with the State

pursuant to the Solicitation or Contract and not otherwise excepted from disclosure under the Public Information Act available in a format that is accessible to the public at no additional charge to the State.

5.12 GOVERNING LAW AND VENUE

Any contract resulting from this Solicitation will be governed by the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under a contract resulting from this Solicitation is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TWDB.

5.13 ETHICS

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

5.14 FRAUD STATEMENT

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

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

5.18 CONTRACT AMENDMENT/TERMINATION

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 insofar as such orders are chargeable to the contract. Contractor must submit a statement showing in detail the work performed under the contract to the date of termination. TWDB will pay Contractor for the work actually performed under the contract, less all payments that have been previously made. Thereupon, copies of all work accomplished under the contract must be delivered to TWDB.

5.19 STOP WORK ORDER

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

Contractor must cooperate with any authorized agents of the state of Texas and must provide them with prompt access to all of such State's work as requested. Contractor's failure to comply with this Section will constitute a material breach of the contract and will authorize TWDB and the State of Texas to immediately assess appropriate damages for such failure. Pursuant to Texas Government Code § 2262.003, the acceptance of funds by Contractor or any other entity or person directly under the contract, or indirectly through a subcontract under the contract, constitutes acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds.

5.24 DRUG-FREE WORKPLACE POLICY

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

5.25 FALSE STATEMENTS

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

5.26 INSURANCE AND OTHER SECURITY

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

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

5.27 ORDER PRECEDENCE

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

5.28 PUBLIC DISCLOSURE

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

5.29 TAXES

Respondent represents and warrants that it will pay all taxes or similar amounts associated with any contract resulting from this Solicitation, including but not limited to any federal, state, or local income, sales or excise taxes of Contractor 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 BUY TEXAS

Respondent agrees to comply with [Texas Government Code § 2155.441](#), requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

5.34 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 a contract resulting from this Solicitation 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.

ADDITIONAL LANGUAGE REQUIRED FOR ARCHITECTURAL, ENGINEERING CONTRACTS:

5.35 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

5.36 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.

**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 forms are entitled and can be found at:

<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 Last Four Digits of Social Security Number(s) for 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 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
TECHNICAL APPROACH TO IMPLEMENTING PROJECT

(to be provided by Respondent)

CONTENT ITEM 8
COMPANY SUMMARY

(to be provided by Respondent)
(150-word maximum)

Asset Management Program for Small Systems **Prioritization Criteria for Selection of Systems to Receive Assistance**

Prioritization Criteria

TWDB will use the following prioritization criteria to establish the score.

Size - Number of Service Connections for System	Points
Number of Service Connections less than or equal to 500	5
Number of Service Connections is greater than 500 but not more than 1,000	4
Number of Service Connections is greater than 1,000 but not more than 2,000	3
Number of Service Connections is greater than 2,000 but not more than 3,000	2
Number of Service Connections is greater than 3,000 but not more than 4,000	1
Number of Service Connections is greater than 4,000	0

Rural area - provides service only to rural areas	Points
The system serves only rural areas.	4
The system serves areas some areas that are not rural. (TWDB will use the U.S. Census definition of an urban area to establish rural areas. All areas not in an urban area, whether urbanized areas or urban clusters, will be considered rural.)	0

Income - Annual Median Household Income (AMHI) of the service area compared to the State of Texas AMHI	Points
Service Area AMHI is less than or equal to 63% of State AMHI	4
Service Area AMHI is greater than 63% but not more than 75% of State AMHI	3
Service Area AMHI is greater than 75% but not more than 90% of State AMHI	2
Service Area AMHI is greater than 90% but not more than 117% of State AMHI	1
Service Area AMHI is greater than 117% of State AMHI	0

Operations - Texas Commission on Environmental Quality (TCEQ) violations	Points
System has had no TCEQ violations in the previous 36 months as of the date the TWDB considers the system.	3
System has had only maximum contaminant level violations in the previous 36 months as of the date the TWDB considers the system.	1
System has TCEQ violations that are not maximum contaminant level violations in the previous 36 months as of the date the TWDB considers the system.	0

Previous Participation - Applicant has entity has participated in the AMPSS program previously, for either their water or wastewater system.	Points
The entity's water and wastewater systems have NOT participated in AMPSS previously	2
The entity's water or wastewater system has previously participated in AMPSS	0

Customer Growth – Percentage of growth of the population and connections served over the past 3 years. The percent of change in population and the percent of change in connections served will be averaged together to produce one value.

	Points
Growth of 10% or more	4
Growth of 7% or more and less than 10%	3
Growth of 4% or more and less than 7%	2
Growth of 1% or more and less than 4%	1
Growth of less than 1%	0

Formula for Customer Growth calculation:

$$\left\{ \frac{\left(\frac{2022\ POP - 2019\ POP}{2019\ POP} \right) + \left(\frac{2022\ CNX - 2019\ CNX}{2019\ CNX} \right)}{2} \right\} \times 100 = \text{Customer Growth \%}$$

Where POP = Population Served and CNX = Number of Connections

Maximum of 22 points

Tiebreaker - (1 point) - the system with the fewest number of service connections