

REQUEST FOR QUALIFICATIONS GBRA HAZARD MITIGATION ACTION PLAN UPDATE (GBRA Bid # 2022-013)

RETURN SUBMITTAL ELECTRONICALLY:

Via BidNetDirect at <https://www.bidnetdirect.com/texas/guadalupeblancoriverau>

The Guadalupe Blanco River Authority (“GBRA”) is soliciting Request for Qualifications (“RFQ”) from responsible and qualified consulting firms who have significant knowledge and experience to assist in the update of its 2018 Hazard Mitigation Action Plan. GBRA’s procurement policy provides for open, fair, and competitive procurement practices with equal opportunity for all submitters. GBRA particularly encourages qualified Small, Minority, and Women owned businesses to submit submittals in response to the RFQ.

Sealed submittals must be received at the designated electronic location no later than:

Thursday June 2, 2022 at 2:00PM

Optional Pre-Bid Conference

An optional pre-bid meeting will be conducted on TEAMS <https://tinyurl.com/3kdw8c2j> on Wednesday May 18, 2022 at 2:00PM.

RFQ – GBRA HAZARD MITIGATION PLAN UPDATE (GBRA Bid # 2022-013)

Submitter shall sign and date the submittal acknowledgment in Attachment B. Submittals which are not signed and dated shall be rejected.

GBRA appreciates your time and effort in preparing a submittal. Please note that all submittals **must be received at the designated electronic location by the deadline**. Submittals received after the deadline will not be considered for the award of the contract, and shall be considered void.

GBRA is aware of the time and effort you expend in preparing and submitting submittals. Please let us know of any submittal requirements which are causing you difficulty in responding. We want to make the process as easy and painless as possible so that all potential submitters can compete for GBRA’s business.

Questions **must** be submitted Via BidNetDirect at <https://www.bidnetdirect.com/texas/guadalupeblancoriverau> by Thursday May 26, 2022 at 2:00PM. Responses will be issued in the form of a Q&A response on BidNetDirect. Any questions received after the deadline may or may not be answered.

**GUADALUPE-BLANCO RIVER AUTHORITY
REQUEST FOR QUALIFICATIONS
INSTRUCTIONS/TERMS OF SUBMITTAL**

GBRA will be receiving submittals for the following:

GBRA is seeking qualifications from responsible and qualified consulting firms who have significant knowledge and experience updating existing Hazard Mitigation Action Plan (HMAP), and the Federal Emergency Management Agency (FEMA) rules and regulations applicable to updating an existing Hazard Mitigation Action Plan. GBRA's updated plan will be developed in accordance with provisions of the Federal Disaster Mitigation Act and include the re-evaluation of GBRA's Hazard Analysis Risk Assessment.

The plan must be updated for GBRA facilities located in the Guadalupe River Basin, to include all GBRA facilities contained in Caldwell, Calhoun, Comal, Gonzales, Guadalupe, Hays and Kendall counties. These include, but are not limited to:

- Hydroelectric Generation Stations;
- Water Treatment Plant;
- Wastewater Treatment Plants;
- Canal Systems;
- Groundwater Systems;
- Laboratory Services;
- Administration facilities.

Qualified firms interested in providing these services must submit their qualifications by completing Attachment B. Firms must clearly address their qualifications for services described in the proposed Scope of Services (Attachment A) associated with the submittal. The completeness, content, and accuracy of the information provided by each firm will be considered in the selection process. Additional information and/or material related to the qualifications of the firm may also be submitted; however, such information may or may not be given value.

If the primary firm intends to partner with an affiliate firm(s), they must provide the qualifications for the additional firm(s). The primary firm also understands that they are solely responsible for ensuring the affiliate firm(s) complies with all terms and conditions set forth herein and in the subsequent agreement.

Please be specific about the duties of each individual proposed to work on these projects. Include members of the primary firm, the affiliated firm (where applicable), and any sub-consultants. Similar importance will be given to individual team member's qualifications and responsibilities.

DISQUALIFICATION OF SUBMITTERS: The following events, in GBRA's sole discretion, shall be grounds for the disqualification of a submitter and rejection of the submittal:

- a. More than one submittal for the same work from an individual, firm, partnership or corporation.
- b. Evidence of collusion among submitters.
- c. Poor performance in the execution of work under previous contracts.
- d. For being in arrears on existing contracts, in litigation with Owner, or having defaulted on a previous contract.
- e. Failure to comply with any submittal requirements set forth herein

SUBMITTALS MUST BE submitted via BidNet Direct at <https://www.bidnetdirect.com/texas/guadalupeblancoriverau>. Any submittals received outside of the BidNet Direct website will not be opened and the submitter will be disqualified.

ANTICIPATED SCHEDULE

RFQ Release Date	Wednesday May 11 2022
Question Submission date	Thursday May 26, 2022 at 2:00PM
Optional Pre-Submittal Conference	Wednesday May 18, 2022 at 2:00PM
Submittal Deadline	Thursday June 2, 2022 2:00PM
Submittal Opening	Thursday June 2, 2022 2:00PM
Anticipated Review dates	June 2 – June 3, 2022
Anticipated Contract Award Date	Friday June 3, 2022

BASIS OF SELECTION

The response should not exceed 10 pages (including cover letter) or it may be disqualified.

RFQ – GBRA HAZARD MITIGATION ACTION PLAN UPDATE (GBRA Bid # 2022-013)

Upon notification from GBRA that a firm is the highest ranked, it will prepare a Scope of Work including fee schedules within ten (10) business days. GBRA and that firm will have an additional ten (10) business days to reach agreement on this submittal. If a preliminary contract cannot be obtained within this time frame, GBRA may begin negotiations with the next highest ranked firm. Negotiations will continue in this manner until an agreement has been reached with a firm or all qualified firms have been unsuccessful in reaching an agreement with GBRA. When negotiations with a firm have been successfully completed, the firm will be awarded the contract.

GBRA will utilize the following in the scoring of the responses to this RFQ:

1. Overall compliance with the RFQ Attachments A and B.
2. Overall description of work plan and organizational structure to accomplish assignment.
3. Experience and expertise of key personnel proposed to work on this project.
4. Discussion with references.
5. The firm's experience in providing Mitigation Action Plans for like contracts.
5. Previous relevant project experience and ability to complete project on time and within budget.

In addition to the submitted RFQ, GBRA may schedule interviews with select submitters.

LATE SUBMITTALS: Submittals received by GBRA after the submission deadline will be considered void and unacceptable. GBRA is not responsible for any technological or other errors that submitter may experience which results in the required documentation not being submitted within the time set forth herein. The time of receipt shall be recorded in the BidNet Direct online system.

ALTERING SUBMITTALS: Submittals cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the submittal, guaranteeing authenticity.

WITHDRAWAL OF SUBMITTAL: A submittal may not be withdrawn or canceled by the submitter without the permission of GBRA for a period of ninety (90) days following the date designated for the receipt of submittals, and submitter so agrees upon submittal of their submittal.

SUBMITTAL AWARD: GBRA reserves the right to award submittals in the best interest of GBRA.

DEBARMENT AND SUSPENSION: In awards involving federal funds, before an award may be given, GBRA is required to verify the selected submitter in the System of Award Management (SAM) system to ensure they are not suspended or debarred from conducting business with the Federal government as an agent or representative of other contractors or of participants in Federal assistance programs, or as an individual surety to other Government contractors.

CONFLICT OF INTEREST: No public official shall have an interest in a contract awarded from this solicitation, except in accordance with the Texas Local Government Code, Chapter 171 and the Texas Government Code, Chapter 572. Additionally, pursuant to Texas Local Government Code, Chapter 176 *et seq.*, a person or business, (including their agents, as applicable), who seek to contract or enter into an agreement with GBRA, may be required to file a conflict of interest questionnaire (FORM CIQ) with the Texas Ethics Commission. Such form can be found at https://ethics.state.tx.us/filinginfo/conflict_forms.htm. The specific section regarding “vendor” requirements, as that term is defined by the statute, are set forth in Section 176.006. A list of GBRA officers, required by Section 176.0065, can be found at <https://www.gbra.org/documents/public/GovtCode176List.pdf>

ETHICS: The submitter shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, representative or agent of GBRA.

ADDENDA: Any interpretations, corrections or changes to this RFQ, specifications, or instructions/terms will be made by addenda. Sole issuing authority of addenda shall be vested in GBRA. Addenda will be delivered by mail, fax, or electronically to all who are known to have received a copy of this RFQ. Submitters shall acknowledge receipt of all addenda.

SUBMITTAL MUST COMPLY with all federal, state, county and local laws concerning these types of services.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE SUBMITTERS: A prospective submitter must affirmatively demonstrate submitter's responsibility and prospective submitter must meet the following requirements:

1. Be able to comply with the required or proposed delivery schedule;
2. Have a satisfactory record of performance;
3. Have a satisfactory record of integrity and ethics;
4. Be otherwise qualified and eligible to receive an award.

GBRA may request representation and other information sufficient to determine submitter's ability to meet these minimum standards listed above.

SUBMITTER SHALL PROVIDE with this submittal response, all documentation required by this RFQ. Failure to provide this information may result in rejection of submittal.

HISTORICALLY UNDERUTILIZED BUSINESS: In order to maximize the utilization of certified HUBs, GBRA is requesting all eligible HUB proposers please submit their HUB certification documentation as part of their submittal submission.

SUCCESSFUL SUBMITTER SHALL defend, indemnify and save harmless GBRA and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful submitter, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any awarded contract which may result from submittal award. Successful submitter indemnifies and will indemnify and save harmless GBRA from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful submitter shall pay any judgment with costs which may be obtained against GBRA growing out of such injury or damages.

WAGES: Successful submitter shall pay or cause to be paid, without cost or expense to GBRA, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

TERMINATION OF ANY AWARDED CONTRACT: Any Awarded contract shall remain in effect until it expires or is terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful submitter must state therein the reasons for such cancellation. Should submitter terminate the agreement before the end of the term specified in the agreement, submitter shall be liable to GBRA for any damages resulting from such termination.

TERMINATION FOR DEFAULT: GBRA reserves the right to enforce the performance of any awarded contract in any manner prescribed by law or deemed to be in the best interest of GBRA in the event of breach or default of any awarded contract. GBRA reserves the right to terminate any awarded contract immediately in the event the successful submitter fails to:

1. Meet schedules;
2. Defaults in the payment of any fees;
3. Otherwise perform in accordance with these specifications.

Breach of any awarded contract or default authorizes GBRA to exercise any or all of the following rights:

1. GBRA may take possession of the assigned premises and any fees accrued or becoming due to date;
2. GBRA may take possession of all goods, fixtures and material of successful submitter therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

In the event the successful submitter shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, GBRA shall give the successful submitter written notice of such default; and in the event said default is not remedied to the satisfaction and approval of GBRA within two (2) working days of receipt of such notice by the successful submitter, default will be declared and all the successful submitter's rights shall terminate.

Submitter, in submitting this submittal, agrees that GBRA shall not be liable to prosecution for damages in the event that GBRA declares the submitter in default.

NOTICE: Any notice provided by this submittal (or required by law) to be given by GBRA to the successful submitter shall be conclusively deemed to have been given and received on the next day after such written notice has been communicated via electronic mail or by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful submitter at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful submitter agrees to protect GBRA from claims involving infringements of patents and/or copyrights which may result from this award.

REMEDIES: The successful submitter and GBRA agree that both parties have all rights, duties, and remedies available.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas without regards to its conflicts of law provisions. This agreement is executed in Guadalupe County, Texas.

ASSIGNMENT: The successful submitter shall not sell, assign, transfer or convey any awarded contract, in whole or in part, without the prior written consent of GBRA.

INSURANCE POLICIES: The type and coverage amount of any insurance policy required by successful submitter shall be delineated in Attachment C shall include worker's compensation insurance at levels required under the laws of the State of Texas. Each insurance policy to be furnished by successful submitter shall include by endorsement to the policy, a statement that a

notice shall be given to GBRA by certified mail thirty (30) days prior to cancellation or upon any material change in coverage. Furthermore, any General Liability and any Automobile Liability insurance policy required by this submittal will list GBRA as an “Additional Insured.”

FORM 1295: Submitter acknowledges that for contracts meeting specific criteria, GBRA may not accept or enter into a contract until they have received a completed and signed Texas Ethics Commission (“TEC”) Form 1295 from the Submitter, pursuant to Texas Government Code § 2252.908. Submitter understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the remainder of the parties hereto from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and provided to GBRA.

ANTI-BOYCOTT ISRAEL VERIFICATION

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this document on behalf of Submitter verifies that the Submitter does not boycott Israel and will not boycott Israel during the term of this contract

SB252 ACKNOWLEDGEMENT: Submitter acknowledges they are not listed by the Comptroller of the State of Texas, per 85(R) SB252 concerning the listing of companies that have ties to the Government of Sudan, the Government of Iraq, ties with foreign terrorist organizations, or a foreign terrorist organization.

FORGEIGN TERRORIST ORGANIZATIONS: Submitter represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code

HUMAN TRAFFICKING: In accordance with Chapter 2155.0061, Texas Government Code, GBRA may not award a contract that includes proposed financial participation by a person who, during the five-year period preceding the date of the award, has been convicted of any offense related to the direct support or promotion of human trafficking. The signatory executing this Agreement on behalf of Submitter certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate. Furthermore, Submitter acknowledges that should GBRA determine that Submitter was ineligible to have the Agreement awarded under this section, GBRA may immediately terminate without further obligation to Submitter.

TEXAS GOV’T CODE CHAPTER 2274: Bidder verifies that it does not have practice, policy, guidance, or directive against a firearm entity or firearm trade association and will not discriminate during the term of any awarded contract against a firearm entity or trade association as defined and described in Texas Government Code Section(s) et.al. 2274.

NO AGREEMENTS WITH CERTAIN FOREIGN OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE: Bidder asserts and verifies that its company is not owned by or the majority of its stock or other ownership interest is held by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated under Section 113.002 of the Texas Business and Commerce Code; NOR is its company or entity owned or directly controlled by the government of China, Iran, North Korea, Russia, or is headquartered in any of the aforementioned four countries or a country designated under Section 113.002 above.

Attachment A

SCOPE OF WORK

Scope of Service:

GBRA is requesting interested, qualified firms to submit qualifications for services to update GBRA's Hazard Mitigation Action Plan. The selected firm will be responsible for the following tasks. The selected firm:

1. Will work with GBRA in preparing a grant application for the update to the GBRA Hazard Mitigation Action Plan.
2. Submit GBRA's Hazard Mitigation Grant application to the Texas Division of Emergency Management on behalf of GBRA, and assist GBRA with any and all grant reporting.
3. Will conduct workshops and public meetings. At minimum a Kick-off Workshop, Risk Assessment Workshop, and Mitigation Action Workshop, will be scheduled with the GBRA.
4. Will attend at least one (1) GBRA board meeting where the HMP will be submitted for board approval.
5. Will facilitate the development of a planning team and develop a detailed tracking contact sheet for the management of documents requested.
6. Will develop all meeting and workshop notices and materials.
7. Will develop and distribute a capability assessment to the GBRA in order to review and incorporate, if appropriate, any existing plans, studies, reports and technical information into the HMAP.
8. Shall develop a format for the HMAP.
9. Shall develop a public survey in addition to public and stakeholder presentations in order to provide for a detailed process of public involvement.
10. Will complete a review of the previous risk assessment and conduct a new analysis and risk and vulnerability assessment for the HMAP.
11. Will develop materials and conduct a Risk Assessment Workshop based on preliminary results of the risk assessment.
12. Will conduct a Mitigation Action Workshop to review with GBRA previous mitigation actions and identify and prioritize new hazard mitigation strategies for the creation of hazard mitigation actions to be included in the HMAP.
13. Will collect and compile all records of the meetings held for the purposes of plan certification.

14. Will complete data collection worksheets as required, identifying potential measures, and identifying local capabilities and calculate loss estimates for various hazards.
15. Shall write and develop each section of the HMAP and submit a preliminary draft version to GBRA.
16. Will revise the HMAP as necessary and submit a draft to Texas Division of Emergency Management (TEDM), Following the receipt of comments and revisions from GBRA.
17. Shall complete the review tool for the HMAP and complete revisions as required by TDEM.
18. Upon HMAP approval by TDEM and submission to FEMA, the firm shall revise the HMAP and review tool if required by FEMA.
19. After FEMA approves the HMAP, the firm shall provide GBRA with a hard copy and digital download of the HMAP.

Attachment B

**PROFESSIONAL SERVICES QUESTIONNAIRE
(TO BE COMPLETED IN ALL RESPONSES)**

1. How many years has your organization been in business?

2. How many years has your firm been in business under its present business name?

3. If a corporation, provide the following:

a) Date of Incorporation: _____

b) State of Incorporation: _____

c) President's Name: _____

d) Vice President's Name: _____

e) Secretary's Name: _____

f) Treasurer's Name: _____

g) Corporation Address: _____

4. If an individual or a partnership, provide the following:

a) Date of Organization: _____

b) Name and Address: _____

c) Names of Partners: _____

5. If other than a corporation or partnership, describe organization and name principals:

6. Below, list all states in which your firm is legally qualified to do business.

7. Provide an outline describing the respective responsibilities of your firm and/or a partnering firm with which you propose to affiliate for this project (where applicable). Please be specific and thorough in this outline description. Use additional sheets as needed.

8. Identify the proposed project manager responsible for this project (list project manager's mailing address, telephone number, and qualifications).

9. Provide a complete and thorough listing of all personnel proposed to work on this project, and fully describe the qualifications, duties and responsibilities of each. Include personnel from the primary firm, the affiliated firm (where applicable), and any sub consulting firms (where applicable). Relevant projects each person has worked on in the past and their particular responsibilities for this project should be included.

10. Has this firm ever failed to complete any contract awarded to it? If so, when, where and why (attach explanation if necessary)?

11. Below, describe any litigation in which this firm is presently involved and/or has been involved during the past five years (attach explanation if necessary).

12. Describe the firm's relevant experience for the last five (5) years. Experience developing hazard mitigation action plans and FEMA reporting requirements will be given the highest weight.

Please include the date of the project, the name of the client, client contact name and telephone number, and a brief description of the project. The same information should also be provided from each sub consultant. This information should be limited to the branch or office of the firm and the personnel that are proposed to perform the work that is the subject of this RFQ and not reflect the experience of branch offices that will not be involved in the proposed project.

13. Provide qualifications of potential sub consultants along with related work experience.

14. Does this firm carry Errors and Omissions Insurance? Yes ☐ No ☐

Amount _____

Amount of general liability insurance carried: _____

Have there been any claims in excess of \$25,000.00 over the past 5 years? Attach explanation if necessary.

15. Dated as of this _____ day of _____, 20____.

Name of Firm: _____

Signature: _____

Printed Name: _____

Title: _____

Address:

Phone: _____ E-mail: _____

Name of Contact Person: _____

Phone: _____ E-mail: _____

Attachment C

Insurance Requirements

1. Insurance

1.1 The Submitter shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

1.2 The Submitter shall, upon its execution of this Agreement, furnish certificates of insurance to GBRA evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the Submitter, name of insurance company, policy number, terms of coverage, and limits of coverage. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, the Submitter will supply GBRA with certificates of insurance and, if applicable, amendatory riders or endorsements that clearly evidence the continuation of all coverage in substantially the same manner, limits of protection and scope of coverage as was provided by the previous policy. The Submitter shall cause its insurance companies to GBRA with at least 30 days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Submitter shall obtain such insurance from such companies having a Best's rating of A-/VI or better, licensed or approved to transact business in the state in which the Services shall be performed, and shall obtain such insurance of the following types and minimum limits:

a. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than \$1,000,000 each employee for Occupational Disease; \$1,000,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.

b. Commercial General Liability insurance including coverage for Products/ Completed Operations, Blanket Contractual, Submitters' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

- \$2,000,000 General Aggregate Limit
- 1,000,000 Each Occurrence, combined single limit
- 1,000,000 Aggregate Products, combined single limit
- 1,000,000 Aggregate Personal Injury/Advertising Liability

c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$1,000,000 each occurrence combined single limit.

e. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate, which insurance shall be maintained for a period that will cover claims made within three (3) years after the substantial completion of the Project.

1.3 GBRA and its agents, directors, officers and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs “a” and “e.” All policies written on behalf of the Submitter shall contain a waiver of subrogation in favor of the GBRA and its agents and employees, with the exception of insurance required under paragraph “e.”

1.4 If the Submitter fails to furnish and maintain the insurance required by this Agreement, GBRA may purchase such insurance on behalf of the Submitter, and the Submitter shall pay the cost thereof to GBRA upon demand and shall furnish to GBRA any information needed to obtain such insurance. Submitter shall within ten (10) days notify GBRA of any change in the insurance coverage amounts or the insurance companies used by Submitter in conjunction with this Agreement.