



**Request for Qualifications
For
On-Call Disaster
Recovery, Grant
Management, and
Professional Engineering
Services**

**Response Deadline
August 17, 2018**

**To:
David Davenport
Canyon Regional Water Authority
850 Lakeside Pass
New Braunfels, TX 78130
crwa@crwa.com**

RFQ for On-call Grant Management and Professional Services

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PROFESSIONAL SERVICES AGREEMENT

Request for Qualifications For On-Call Disaster Recovery, Grant Management, and Professional Engineering Services

1. Background Information

1.1. Nature of the Agency. The Canyon Regional Water Authority (hereinafter the "Authority") is a political subdivision of the State of Texas created by the Texas Legislature in 1989. It is a partnership of member entities, comprised of water supply corporations, cities and districts responsible for acquiring, treating, and transporting potable surface water from its Lake Dunlap Water Treatment Plant and Hays Caldwell Water Treatment Plant and groundwater from its Wells Ranch Treatment Plant.

1.2. Purpose of the RFQ. The Authority is seeking statements of interest and qualifications from qualified consulting firms for disaster recovery, alternative funding pursuits, grant management, and engineering services to address damages incurred during the 2016 Floods of Central Texas and Tropical Storm Harvey.

The Authority is responsible for addressing disaster impacts to their facilities that provide raw water to 11 separate utilities and water companies within the South Central Texas area. The impacts from the 2016 floods included minor damage to some of CRWA assets and loss of service during Tropical Storm Harvey due to power outages during the storm. CRWA is seeking the services of a consultant for disaster recovery, grant pursuits, grant management, and hazard mitigation engineering services to respond to major storm and flood events as well as other disaster perils. Services to include assistance with the processes involved in applying for and submitting claims, receiving and managing Public Assistance, facilitating buyouts or structure elevations, and Hazard Mitigation grant funding from the Federal Emergency Management Agency (FEMA). Funding opportunities of interest include USACE partnership, grant funding such as the Hazard Mitigation Grant Program, Community Block Grant Disaster Program (CDBG-DR), and State level funding pursuits. Services may also include coordination with State Administrators of the various disaster recovery funds made available.

The Authority is embarking upon a competitive process to obtain a consultant to provide on-call planning, oversight, and application processing support for the completion of emergency protective measures, permanent work, and hazard mitigation resulting from disasters; including developing strategic plans, project scopes, grant applications, and benefit cost analyses. These services will be used

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for current event and for future presidentially declared emergencies or major disasters. The vendor must be capable of meeting CRWA's requirements as outlined in the Scope of Services/Scope of Work outlined below. Staff will score proposals per the below evaluation criteria.

2. Statement of Qualifications/Work Plan

2.1. Firm Information. Your RFQ should include your firm's full name, the type of business organization your firm uses, the address of your firm's principal office, and the address of your firm's office that will be responsible for this matter.

2.2. Qualifications. Your RFQ should address the following related to the qualifications of your firm:

2.2.1. Name and qualifications statement of the person to be primarily responsible for this matter.

2.2.2. Names and qualifications statements of other persons to be associated with this matter, and explanation of their roles.

2.2.3. Discussion of your firm's familiarity with Services to include assistance with the processes involved in applying for and submitting claims, receiving and managing Public Assistance, facilitating buyouts or structure elevations, and Hazard Mitigation grant funding from the Federal Emergency Management Agency (FEMA). Funding opportunities of interest include USACE partnership, grant funding such as the Hazard Mitigation Grant Program, Community Block Grant Disaster Program (CDBG-DR), and State level funding pursuits. Services may also include coordination with State Administrators of the various disaster recovery funds made available. Describe similar engagements in which your firm is or has been involved.

2.2.4. Statement as to whether your firm has ever been debarred or suspended from doing work with any federal, state, or local government entity or agency.

2.2.5. Confirmation that your firm has no conflicts with regard to its provision of services to the Agency in this matter.

2.2.6. Confirmation of your firm's ability to commit resources to this matter in a timely manner.

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2.2.7. A statement of the limits of professional liability insurance carried by your firm.

2.3. References. Name and contact information for each public entity in Texas for which your firm has provided similar services during the past three years, and name and contact information for each public entity in Texas for which your firm is presently engaged to provide audit services.

2.4. Prior Work Samples. You are encouraged to include samples of your prior work that demonstrates your relevant professional experience.

2.5. Proposed Work Plan. Your RFQ should include a proposed work plan and time line for accomplishment of the services to include approach to providing grant and engineering services as outlined in Scope of Work to ensure successful recovery, financial management, program management, grant management and compliance, client service and close out.

3. Scope of Services

3.1. Strategic Grant Pursuit and Grant Management: CRWA will be challenged with identification and pursuit of the multiple disaster recovery grant and partnerships available following this disaster.

- Consultant will be responsible for identification and preparation of competitive grant applications and mitigation project partnerships.
- Consultant will work with State grant administration offices to ensure applications meet the requirements of the various programs available to fund disaster recovery and mitigation.
- Consultant will prepare grant applications, administer grant, and perform project close out.

Proposers should demonstrate that they are familiar with grant state administrators, can recommend strategic grant pursuits and develop competitive grant applications. Funding pursuits to address property buyouts and structure elevations as well as repair and mitigation of damaged public infrastructure.

3.2. Planning. Consultant will be responsible for providing advice and oversight in the development of cost-effective, timely, and FEMA reimbursable project scopes. Proposers should demonstrate that they can recommend cost-effective engineering solutions, develop solutions that meet codes and standards, and provides hazard mitigation for future disasters. Proposers to highlight experience with USACE partnership and coordination on mitigation projects.

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3.3. Engineering Services. Engineering services shall include providing water and storm water planning and engineering solutions to address damages and mitigation to reduce damage risk in future events.

4. Deliverables/Presentations

4.1. Progress Reports on Services. The consultant will provide progress reports to the Authority Manager during the grant process and if requested provide presentations to the CRWA Board of Managers or Board of Trustees.

5. Selection Process and Criteria

5.1. Evaluation/Negotiation Process. CRWA staff will review all proposals which are timely submitted, and rank them according to the criteria in 6.2 below. Selection will be based on Respondent's ability to address the Scope of Work, Qualifications of the firm and individuals assigned to this Project.

CRWA may request an interview with or presentation by a proponent or proponents. After selection of a proponent, the CRWA will then open the proponent's proposed budget envelope, and enter into negotiations with the proponent as to the scope of services and the budget. In the event the negotiations with the proponent are not successful, then CRWA may enter into negotiations with the second most qualified proponent. The process will continue in this sequence until an agreement is finalized or all proposals are rejected. If negotiations on an agreement are successful, CRWA will make a recommendation to the Authority Board for award of the agreement, and the Authority Board will award the agreement.

5.2. Evaluation Criteria. CRWA will evaluate proposals based on the following criteria:

5.2.1. Firm Qualifications (30 points)

- Clarity and conciseness
- Demonstrated previous experience in grant pursuit and management, USACE coordination, and post-storm event infrastructure design/rehabilitation understanding in proposed work plan of the scope and intent of the audit;
- Consistency of proposed work plan with the overall objectives of the scope of services;

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- Comprehensiveness and adequacy of the proposed work plan; and
- Concrete benchmarks in the work plan time line

5.2.2. Staff Qualifications (70 points)

- Qualifications of the person to be primarily responsible for this matter.
- Qualifications of other persons to be associated with this matter.
- Familiarity of the firm with experience in disaster/recovery, proven grant pursuit and management, USACE coordination, storm/water/wastewater system design and mitigation.
- Reference check responses
- Nature and quality of prior work samples submitted
- Extent of professional liability insurance coverage

5.2.3. Project Approach (40 points)

Project approach will be reviewed for its applicability of the needs CRWA and the appropriateness of technical approach to manage the disaster recovery grants for CRWA.

5.3. Schedule. The schedule for this RFQ is as follows:

Date	Event
August 6, 2018	RFP Issued
August 9, 2018	Deadline for written inquiries
August 17, 2018	Proposals due at Authority's office
September 4, 2018	CRWA staff reviews proposals, recommendation to Authority Board
September 10, 2018, 6:00 pm	Authority Board awards agreement

6. General Provisions

6.1. Preparation of Qualifications. You are encouraged to submit concise and clear responses to the RFQ. Responses of excessive length or complexity are discouraged. The Authority reserves the right to include the RFQ or any part thereof in the final agreement.

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6.2. Collusion. By submitting the RFQ, you certify that you have not colluded with any other proponent or potential proponent in preparing your proposal, nor have you knowingly disclosed any portion of your proposal to any other proponent prior to submission to the Authority.

6.3. Effective Period. Your RFQ must state the period for which the proposal shall remain open to consideration and acceptance by the Authority. This period shall not be less than 120 days from the proposal due date.

6.4. Lobbying Prohibited. Potential proponents are prohibited from directly or indirectly communicating with Authority Board members regarding their qualifications or the award of an agreement. Potential proponents are prohibited from contacting Authority officials or staff members regarding their qualifications or the award of an agreement, unless in response to an inquiry from a staff member or official. Any violation will result in immediate disqualification of a proponent from the selection process.

6.5. Delivery Instructions. All RFQ's must be submitted in a sealed package. No other form of submission will be accepted (i.e., E-mail, Facsimile, etc.). RFQ packages must be identified on the outside as follows:

RFQ in Response to CRWA – For On-Call Disaster Recovery, Grant Management, and Professional Engineering Services

From:

Name of Offeror

Street Address

City, State, Zip Code

Each proponent must deliver one original proposal (including an original signed certification) and eight (8) copies so that they are **received by 4:00 p.m. on August 17, 2018.** **Delivery will be to:**

David Davenport
Canyon Regional Water Authority
850 Lakeside Pass
New Braunfels, TX 78130

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6.6. Disclaimers. The Authority reserves the right to reject any and all proposals, or portions of proposals.

6.7. Inquiries. **Inquiries regarding this RFQ must be in written form only, and must be received by 5:00 p.m. on August 9, 2017.** Inquiries may be delivered via email. Inquiries must include your firm name, your name, address, and phone number, and email address. If the Authority responds to an inquiry, the Authority will provide the inquiry and the Authority's response to all prospective proponents. Inquiries should be submitted to:

David Davenport
Canyon Regional Water Authority
850 Lakeside Pass
New Braunfels, TX 78130
(830) 609-0543
crwa@crwa.com

7. Terms of the Engagement

7.1. Standard Agreement. The Authority's standard terms and conditions for this engagement are attached as Appendix A. If you wish to propose alternative language for any provision in the terms and conditions, you must include the proposed language in your proposal. The Authority reserves the right to accept or reject any proposed alternative language.

7.2. Duration of Agreement. It is the Authority's intent to solicit proposals for services at least once every five (5) years. This RFQ is for Scope of Services with the option to renew annually, based upon satisfactory performance and comparable costs. The Authority Board of Trustees will review the consultants performance each year to determine whether to engage the firm for the next year in the five-year period. Unsatisfactory performance will result in the recommendation to the Authority Board that the agreement not be renewed and new proposals be solicited.

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Certification Sheet

Proponent Firm Name:

Proponent Contact Person:

Mailing Address:

Telephone:

FAX:

E-Mail Address:

Certifications:

1. The signing individual certifies that he/she is authorized to execute contracts on behalf of the proponent.

2. The signing individual certifies on behalf of the proponent that he/she has read and understands all of the information in this Request for Qualifications.

3. The signing individual certifies on behalf of the proponent that all information submitted in this proposal is true and correct.

4. The signing individual certifies that the proponent firm will enter into an agreement with the Authority which includes the Authority's standard terms and conditions attached as Appendix A, except as to alternative language for specific provisions as stated in this proposal.

5. The Authority reserves the right to negotiate a best and final offer with applicant selected.

6. By signing below and submitting a RFQ, the signing individual on behalf of the proponent irrevocably:

- grants the Authority the right to investigate all references identified in this RFQ;
- authorizes all references identified in this RFQ, and their officers, employees and agents to furnish any and all information known to them about the quality of services provided by the proponent firm; and
- releases and waives any claims the proponent or individual members of the proponent's firm may have against the Authority, its officers, employees or agents, and against all references identified in this proposal, and their officers, employees and agents, related to information furnished in the course of reference checks

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Proponent Firm Name:

By: _____
Signature

Date

Printed Name, Title

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Appendix A

Canyon Regional Water Authority Terms and Conditions for Professional Services Agreements

1. Standards of Performance

- A. The performance of all services by the Consultant under this Agreement will be by persons appropriately licensed or registered under State, local and Federal laws.
- B. In performing all services under this Agreement, the Consultant will use the standards of care and skill exercised for similar engagements by professional accounting firms possessing a statewide or national reputation for the types of services involved under this Agreement.
- C. Any provisions in this Agreement pertaining to the Authority's review, approval or acceptance of written materials prepared by the Consultant in connection with this Agreement will not diminish the Consultant's responsibility for the materials.
- D. The Consultant will perform all of its services in coordination with the Authority. The Consultant will advise the Authority of data and information the Consultant needs to perform its services and the Consultant will meet with Authority Agency representatives at mutually convenient times to assemble this data and information.
- E. In performing all services under this Agreement, the Consultant will comply with all local, state and federal laws.

2. Consultant's Responsibilities

- A. The Consultant will perform all of the services described in the final agreed scope of services in a timely, professional manner in accordance with the work schedule and the Standards of Performance.
- B. The Consultant will submit detailed monthly invoices to the Authority during the period of the Consultant's performance of services showing either the percentage of work completed (fixed fee agreements), or the services performed and the personnel and hourly rates (hourly rate agreements). Reimbursable expenses, if not included in other fees, will be charged at cost.

3. Authority's Responsibilities

- A. The Authority will provide information to the Consultant regarding the Authority's requirements for the Consultant's services under this Agreement. The Authority will furnish the Consultant with copies of official Authority policies and procedures, and

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other data and information in the Authority's possession needed by the Consultant, at the Consultant's request.

B. The Authority will designate an authorized representative to act on the Authority's behalf with respect to this Agreement. The Authority will examine documents and information submitted by the Consultant, and promptly render responses to the Consultant on issues requiring a decision by the Authority.

C. The Authority will make payments to the Consultant on a monthly basis during the period of the Consultant's performance of services. Payments will be made within 30 days of receipt of invoices by the Authority. If a material question arises about a portion of an invoice, the Authority will pay the remainder of the invoice pending resolution of the question.

3. Consultant's Records

A. All expense records of the Consultant related to this Agreement will be kept on a recognized accounting basis acceptable to the Authority and will be available to the Authority at mutually convenient times.

B. The Authority and federal and state agencies that have monitoring or auditing responsibilities for this Agreement will have access to any books, documents, papers and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.

C. The Consultant will retain all of its records and supporting documentation relating to this Agreement, and not delivered to the Authority, for a period of three years, except that in the event the Consultant goes out of business during that period, it will turn over to the Authority all of its records relating to the Project for retention by the Authority.

D. The Consultant will furnish to the Authority at such time and in such form as the Authority may require, financial statements including audited financial statements, records, reports, data and information, as the Authority may request pertaining to the matters covered by this Agreement.

4. Term; Termination of Agreement

A. The term of this Agreement begins upon its execution by the Authority, and will end upon the Consultant's completion, and the Authority's acceptance, of all services described in this Agreement.

B. This Agreement may be terminated by either party upon 15 days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

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C. This Agreement may be terminated at will by the Authority upon at least 30 days prior written notice to the Consultant.

D. In the event of termination as provided in this Section, the Consultant will be compensated for all services performed to the termination date which are deemed by the Authority to be in accordance with this Agreement. This amount will be paid by the Authority upon the Consultant's delivering to the Authority a final report of the status of its services under this Agreement, whether completed or in progress.

5. Insurance and Indemnity

A. The Consultant will hold harmless, indemnify and defend the Authority and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts, errors or omissions of the Consultant, its officers, employees or agents under this Agreement. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the Authority arising in favor of any party, including the amounts of any damages or awards resulting from claims, demands and causes of action for breach of fiduciary duty or malfeasance, or personal injuries, death or damages to property.

B. The Consultant will procure and maintain at its expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by the Consultant or its agents, subcontractors or employees. Before commencing the work the Consultant will furnish to the Authority a certificate or certificates in a form satisfactory to the Authority, showing that the Consultant has complied with this paragraph. All certificates will provide that the policy will not be canceled until at least 30 days written notice has been given to the Authority, and will name the Authority as an additional insured on all coverages except workers' compensation and professional liability. The kinds and amounts of insurance required are as follows:

Workers' Compensation Insurance: In accordance with the provisions of the Workers' Compensation Act of the State of Texas.

Liability Insurance: (1) Commercial general liability insurance with a combined single limit of \$500,000 for each occurrence, (2) Motor vehicle liability insurance in an amount not less than \$250,000 for injuries to any one person, not less than \$500,000 for all injuries in a single accident, and not less than \$250,000 for property damage, and (3) Professional liability insurance in an amount not less than \$1,000,000.

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C. The stated limits of insurance required by this Paragraph are **minimum only**--they do not limit the Consultant's indemnity obligation, and it will be the Consultant's responsibility to determine what limits are adequate. These limits may be met by basic policy limits or any combination of basic limits and umbrella limits. The Authority's acceptance of certificates of insurance that do not comply with these requirements in any respect does not release the Consultant from compliance with these requirements.

6. Miscellaneous Provisions

A. This Agreement is governed by the law of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Hays County, Texas.

B. As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued when the party commencing the cause of action knew or should have known of the existence of the subject act or failure to act.

C. In performing the services required under this Agreement, the Consultant will not discriminate against any person on the basis of race, color, religion, sex, national origin, age or disability.

D. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. The term "will" is mandatory in this Agreement.

E. The provisions of this Agreement are deemed to be severable. If any provision in this Agreement is found to be invalid, this Agreement will be construed as not containing the provision, and all other provisions which are otherwise lawful will remain in full force and effect.

H. All services provided pursuant to this Agreement are for the exclusive use and benefit of the Agency.

I. The Authority is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this agreement may be subject to release under the Public Information Act. However, the Consultant will not make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the written approval of the Authority.

J. The Authority and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Authority and the Consultant may not

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assign, sublet or transfer any interest in this Agreement without the written consent of the other.

K. This Agreement represents the entire and integrated agreement between the Authority and the Consultant, and it supersedes all prior negotiations, representations or agreements either written or oral. Except as to a change in the scope of services, the compensation for which does not exceed \$25,000, this Agreement may be amended only by written instrument approved by the Authority's governing body and signed by both the Authority and the Consultant.

L. Any exhibits and/or attachments attached to this Agreement are incorporated by reference into this Agreement as though included verbatim herein.

M. In the event of any conflict between these Terms and Conditions and the provisions of any exhibit or attachment to this Agreement, the provisions imposing greater responsibility on the Consultant will control.