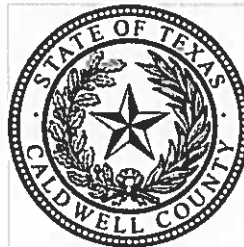


CALDWELL COUNTY

REQUEST FOR QUALIFICATIONS FOR **Professional Engineering Services**

Caldwell County GLO-CDBG (General Land Office
– Community Development Block Grant) funded
Projects
RFQ No.: 18CCP04A



REQUEST FOR QUALIFICATIONS FOR **Professional Engineering Services**

Caldwell County GLO-CDBG
RFQ No.: 18CCP04A

QUALIFICATIONS ARE DUE on or before 2:00 PM, Wednesday, January 30, 2019.

NOTE: Qualifications must be time stamped by the Caldwell County Purchasing Office on or before the hour and date specified for receipt of qualifications. Qualifications received after the date and time specified are subject to rejection.

Qualifications can be mailed to:

Attn: Danie Blake
Caldwell County Purchasing Department
110 S. Main St. RM. 302
Lockhart, TX 78644

Qualifications can be hand delivered to:

Caldwell County Purchasing Department
110 S. Main St. RM. 302
Lockhart, TX 78644

Qualifications must be clearly marked on the exterior with the following:

“Statement of Qualification for Professional Engineering Services - Caldwell County GLO-CDBG Funded Projects

The name and return address of the respondent must also be clearly displayed on the outside of the package.

CALDWELL COUNTY, TEXAS

Request for Qualifications ("RFO")

For professional engineering services associated with preliminary engineering estimates for flood damage to roadways, bridges, culverts and recreational areas, along with design services and hydrologic and hydraulic studies.

Request for Qualifications.

Caldwell County is requesting Statements of Qualifications (SOQs) from qualified consulting engineering firms registered in the State of Texas to perform hydrologic and hydraulic analysis, prepare plans, specifications and cost estimates, Benefit Cost Analysis (BCA) and BCA updates as needed, and conduct all necessary interim and final inspections. Additional services will include the preparation of grant application materials as they apply to GLO-CDBG funded projects.

Caldwell County will accept RFOs submissions until 2:00 PM on Wednesday, January 30, 2019. Submittals received after the deadline will be returned unopened.

I. Standard Terms and Conditions

1.1 Application

These standard terms and conditions shall apply to all County of Caldwell (hereafter "County") solicitations and procurements, unless specifically accepted in the solicitation specifications.

1.2 Requirements

By submitting a Statement of Qualification, the respondent agrees to provide the County of Caldwell with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the request for qualification opening.

1.3 Legal Compliance

The submitting vendor must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

1.4 Right to Refuse Statement of Qualification

The County reserves the right to refuse any and/or all parts of any and/or all Statements of Qualifications and to waive formalities in the best interest of the County. Caldwell County does not discriminate on the basis of race, color, national origin, sex, religion, and age or disability status in employment, procurement or provisions of service.

1.5 Estimated Quantities

If the solicitation calls for unit pricing on specific items, the quantities described for each item are estimates only and not guaranteed amounts. The actual amount ordered over the contract

period may be more or less than the estimate. Quantities represent the County's best estimate, based on past history and anticipated purchases.

1.6 Modifications and Addendums

The County shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential submitting vendors, but failure to notify shall impose no liability or obligation on the County. All modifications and addendums must be in written form prepared by the County department issuing the solicitation. Submitting vendors are responsible for incorporating any and all modifications and addendums into their Statements of Qualifications.

1.7 Interpretation of Solicitation Documents

The County is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the solicitation documents. Submitting vendors are encouraged to seek clarification, before submitting a Statement of Qualification, of any portion of the soliciting documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.

1.8 Late Submissions

Statements of Qualifications must be received in the Purchasing Office by **2:00 PM on Wednesday, January 30, 2019**. The County will not accept late Statements of Qualifications and is not responsible for the lateness or non-delivery of Statements of Qualifications by the Postal Service or any private delivery firm. The time/date stamp in the Purchasing Office shall be the official time of receipt.

1.9 Minor Irregularities

The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Statements of Qualifications.

1.10 Responsiveness of Statements of Qualifications

The County wants to receive Statements of Qualifications from the most qualified Engineering firms, but will declare "non-responsive" any submitting firm that fails to meet significant requirements outlined in the solicitation documents.

1.11 Identical Submissions

In the event that two or more identical Statements of Qualifications are received, and are considered the most responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 262.027(b).

1.12 Alterations of Statements of Qualifications

Alterations may be made before the opening date and time specified in the soliciting document, but must be initialed by the submitting entity guaranteeing authenticity. After the official opening, Statements of Qualifications may not be amended or altered without the recommendation of the Purchasing Agent and the approval of the Commissioner's Court.

1.13 Withdrawal of Statements of Qualifications

Submitting firms may withdraw any submission prior to the submission deadline. Firms may not withdraw a submission once the statements have been publicly opened, without the approval of the County's Purchasing Agent. Submitting vendors will be allowed to withdraw

Statements of Qualifications that contain substantial mathematical errors in extension. However, once the statements have been withdrawn, it can no longer be considered.

1.14 Disqualification of Vendors

The County may disqualify any submitting vendor, and their Statements of Qualifications not be considered, for any of the following reasons: Collusion among vendors; A vendors default on an existing or previous contract with the County, including failure to deliver goods and/or services of the quality and price bid; Vendor's lack of financial stability; any factor concerning the vendor's inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; vendor involved in a current or pending lawsuit with the County; vendor's attempt to influence the outcome of the solicitation through unauthorized contact with County officials outside of those listed in the solicitation documents; and vendor's attempt to offer gifts, gratuities, or bribes to any County employee or elected official in connection with a solicitation.

1.15 Waiver of Formalities

County reserves the right to reschedule, extend, or cancel this RFQ at any time. County reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFQ and may consider submissions not made in compliance with this request for Statements of Qualifications if it elects to do so, to the extent permitted by law, although the County will have no obligation for such consideration.

1.16 Cost of Responses

Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFQ shall be the sole responsibility of the Respondent.

1.17 Taxpayer Identification

Vendor must provide the County with a current W-9 "Request for Taxpayer Identification and Certification" before goods or services can be procured from the submitting vendor.

1.18 Taxes

The County is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a vendor's invoice, they will not be paid. Additionally, vendors cannot use the County's tax exemption status to purchase goods or services related to this solicitation.

1.19 Payment

Payment will be made after receipt of all invoiced services. Vendor will be paid within thirty days of date invoice is received.

1.20 Outstanding Liabilities

Vendors shall not have outstanding, unpaid liabilities owed to the County. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Submissions will be considered non-responsible and not given further consideration if submitted by a vendor with such outstanding liabilities.

1.21 Offset

The County may, at its option, offset any amounts due and payable under a contract award under this solicitation against any debt lawfully due the County from a vendor, whether or

not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

1.22 Independent Contractors

It is expressly agreed and understood by both parties that the County is contracting with the successful submitting vendor as an independent contractor. The County shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by the successful submitting vendor, and the successful submitting vendor has no authority to bind the County.

1.23 Governing Law

All statements submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with the laws and court decisions of the State of Texas.

1.24 Controlling Document

In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.

1.25 Assignment

Vendor shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, without the prior written consent of the County's Purchasing Agent. Assignment of this contract, if approved by the County, shall not relieve the vendor's obligations under the contract. Approval by the County of one assignment shall not constitute approval of any future assignment of the contract.

1.26 Termination

If an awarded vendor fails in any manner to fully perform each and all of the terms, conditions and covenants of a contract awarded by this solicitation, he shall be in default and notice of default shall be given to the vendor by the County's Purchasing Agent. In the event that the contractor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, the County may terminate or cancel the contract. The County may also cancel a contract for convenience and without cause with thirty days' notice. In any cancellation of contract, the County will pay the vendor for all goods received and accepted, and for all services provided and accepted up to and including the date of termination.

1.27 Contract

If a selection is made, the selected engineering firm and County will enter into a contract which sets out the scope of services and the agreed-upon fees and reimbursable expenses prior to any services being performed. Engineering Firm should note any exceptions it may have to any terms of the Contract at the time that the Statement of Qualifications is submitted.

1.28 Indemnification

Submitting vendor shall defend, indemnify, and hold harmless the County of Caldwell, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by vendor's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act

or omission of the vendor, its officers, agents, employees, or Subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the vendor and County, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

1.29 Venue

The obligations of all parties under a contract awarded through this solicitation are performed in Caldwell County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be within Caldwell County, Texas.

1.30 Funding

State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

1.31 Solicitation Results

The County normally posts solicitation results on-line after bids or statements of qualifications are received and approved in Commissioner's Court. The County's website is www.co.Caldwell.tx.us. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.

1.32 Public Information

The County is a governmental body subject to the Texas Public Information Act (Chapter 552 of the Texas Government Code). Any information submitted to the County with regard to this RFQ is presumed to be information and available to the public. Any information or materials submitted to County that the Respondent considers confidential, including, but not limited to, financial information, must be clearly marked "CONFIDENTIAL" on each page or portion of a page of material that contains confidential information. If a request is made under the Texas Public Information Act for information marked Confidential, County will endeavor to advise the Respondent of the request in time to file an Open Records decision. If requested by the Respondent, the County will request an Open Records Decision or Ruling from the Texas Attorney General's Office, but the Respondent, at Respondent's sole cost and expense, will be responsible for asserting any appropriate exceptions to disclosure and providing any information, at the Respondent's expense, to support the Respondent's position. The County will abide by the decision of the Texas Attorney General.

1.33 Affirmative Action/EOE

Caldwell County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) as amended.

1.34 Contact Person for Inquiries

Questions regarding this RFQ should be directed to the County's Purchasing Agent as identified below **BY EMAIL**. If the County believes that a response is required, the County will provide a response by addendum which will be posted to the County's website. The final date for questions and inquiries is **Monday, January 28, 2019**, at noon.

All questions should be addressed **BY EMAIL** to:

Danielle Blake, Purchasing Agent Danielle.blake@co.caldwell.tx.us

II. General Information & Requirements.

2.1 Scope of Work to be performed: Technical Expertise

Caldwell County is requesting Statements of Qualifications (SOQs) from qualified consulting engineering firms registered in the State of Texas to perform hydrologic and hydraulic analysis, prepare plans, specifications and cost estimates, Benefit Cost Analysis (BCA) and BCA updates as needed, and conduct all necessary interim and final inspections. Additional services will include the preparation of grant application materials as they apply to GLO-CDBG Funded Projects.

2.2 Special Grant Requirements.

Caldwell County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) as amended. There are special requirements applicable to the Project due to the use of the Grant Funds. Under Federal regulations (24 CFR 135), the County is required to provide economic opportunities (training, employment and contracts) for low and very low-income persons to the greatest extent possible.

Section 3 Compliance:

Compliance can be demonstrated under the Safe Harbor rules by:

- employing low and very-low income persons as 30% of the aggregate number of new hires;
- awarding to Section 3 business concerns at least 10% of the total dollar amount of all Section 3 covered contracts for building trade works; and
- awarding to Section 3 business concerns at least 3% of the total dollar amount of all other Section 3 covered contracts.

Meeting these requirements is crucial to the County's eligibility for the Grant Funds. **Preference will be given to Respondents who can assist the County in meeting the Section 3 Requirements, and to Respondents who are familiar with Section 3 Requirements.**

2.3 Eligibility

Each respondent must present a Statement of Qualifications meeting the requirements of this RFQ in order to be considered.

2.4 Licensure

All Respondents must have all required licensure to perform the Scope of Services. Respondents must provide information on relevant current licenses by the principals or employees who will be assigned to this Project.

2.5 Selection Process

The County will review the Statements of Qualifications and may request additional information from any Respondent. The County may request interviews with one or more Respondents. The County will rank Respondents based on the selection criteria set forth below. If an agreement cannot be reached with the first-ranked Respondent, the County will terminate negotiations with that Respondent and may pursue negotiations with the other Respondents in their order of ranking. The Caldwell County Commissioners Court will make the final selection and award. The County has the right to reject any or all Responses. The selected firm will be required to submit several forms and are subject to verification on other state required forms. List of Required forms for selected firm are as follows:

- SB 252 Verification
- HB 89 Verification
- Certificate of Interested Parties (Form 1295)

2.6 Selection Criteria

The County will determine, in its sole discretion, the Respondent or Respondents that are best qualified to perform the required services, based on the following criteria:

Demonstrable recent successful experience in providing the following services for projects similar in type, scope, and complexity as this Project:

- **Hydrologic and Hydraulic Studies.....20 Points**
- **Benefit Cost Analysis.....10 Points**
- **Design Services.....20 Points**

Total of 50 points

List of key staff that will participate in the following:

- **Hydrologic and Hydraulic Studies**
- **Cost Analysis**
- **Writing of repair scope of work**
- **Writing of bid documents**

Timeframe for the Engineer/Staff to start work on the project.

Total of 15 points

Past experience with projects requiring compliance with Section 3 Requirements and any other relevant information that provides evidence of Respondent’s ability to successfully perform the Scope of Services required for this Project or to contribute to Respondent’s Section 3 Requirements.

Total of 10 points

Professional references demonstrating the following:

- **High quality of services.**
- **Ability to deal effectively with Owners, Contractors and/or Design Professionals.**

- Ability to effectively address project disputes, contract delays, design errors, and/or construction defects.

Total of 15 points

SAMPLE Hydrologic and Hydraulic study – Clear and Comprehensible Content Deliverables.

Total of 10 points

TOTAL OF 100 POINTS

2.7 Insurance Requirements

Contractor shall furnish a certificate of insurance showing that the contractor maintains contractor's insurance carrier authorized to do business in the State of Texas by the State Board of Insurance. Said certificate shall include a clause obligating the Insurer to give ten days prior written notice of any material change in the insurance including cancellation.

The following are the types of coverages and the limits set by the State of Texas that shall be maintained:

- 1) Worker's Compensation Insurance
- 2) Comprehensive General Liability Insurance in the following amounts:
 - i. General Aggregate \$ 1,000,000.00
 - ii. Products-Comp/Ops Aggregate \$ 1,000,000.00
 - iii. Personal & Advertising Injury \$ 1,000,000.00
 - iv. Each Occurrence \$ 1,000,000.00
 - v. The Comprehensive General Liability Insurance must include liability coverage for:
 - a. Bodily injury,
 - b. Personal Injury,
 - c. Independent Contractor,
 - d. Blanket Contractual,
 - e. Product,
 - f. Fire,
 - g. Medical Expense, and
 - h. Complete Operations.
- 3) Comprehensive Automobile Liability Insurance as follows:
 - i. Bodily Injury \$1,000,000 per person
 - ii. Personal Injury \$1,000,000 per accident
 - iii. Property Damage \$1,000,000 per accident

III. Content of the Statement of Qualifications.

Respondents Submittal Should Include The Following:

3.1 Complete the attached vendor information form (EXHIBIT C) that provides the responding business name, principal business address and telephone and fax numbers of the

Respondent, and include the name of the individual representing the Respondent with regard to this RFQ, and that person's title, phone number and email address.

3.2 Provide a statement of interest for this RFQ including a narrative description of the Respondent's qualifications as they pertain to the Scope of Services and this Project.

3.3 Provide a statement of availability and commitment of the Respondent and its principal(s) and assigned professionals to undertake the services described in this RFQ, and information on the licenses held by the professionals who would perform the services for this Project.

3.4 Provide work experience and professional registration information for professional team members who will be assigned to this Project.

3.5 Provide a brief description of the experience of the Respondent on three projects within the last five (5) years where one or more of the services performed were within the Scope of Services described for this Project. Include a description of the type of services provided on each Project (for example, design services, project management services, hydrologic and hydraulic study), and the type of building or project involved, including whether the project included new or existing roadways and/or bridges.

3.6 Provide information on any project on which you have worked that has been subject to Section 3 Requirements, and explain your experience, if any, with these requirements.

3.7 **If you are able to contribute in any way to the County's satisfaction of the Section 3 Requirements for this Project through training, employment or contracting with Section 3 persons or businesses, state what actions or activities your firm will commit to perform.**

3.8 The Respondent should provide the County with (i) copies of Respondent's financial statements for the past three (3) years, (ii) if available, its financial rating and any documentation including a Dun & Bradstreet analysis, (iii) list of key stakeholders in the responding firm for the purpose of federal debarment checks, and (iv) any other information reasonably requested by the County to demonstrate the Respondent's financial ability to provide the services required in this RFQ.

3.9 Provide a specimen Certificate of Insurance showing the amount and types of insurance coverage currently maintained.

3.10 Provide a response to the following questions:

3.10.01 Has your firm, or any principals or professionals of your firm been involved in a dispute involving mediation, arbitration and/or litigation, or an investigation by a professional board arising in connection with a design or professional services contract or in connection with services performed?

If the answer to (3.10.01) is "Yes", provide a detailed explanation of the events, the basis for the dispute or complaint, and the resolution.

3.10.02 Have the professional services of your firm ever been terminated prior to completion of a Project due to a failure to perform the required services in accordance with the terms of your contract with the County?

If the answer to (3.10.02) is “Yes”, provide a written explanation.

3.11 Provide a **SAMPLE** Hydrologic and Hydraulic study that would be an accurate representation of the product delivered to Caldwell County.

3.12 If requested by the County, the Respondent must promptly provide the County with any additional information reasonably required by County to assist it in making a decision on the qualifications of the Respondent.

IV. SUBMISSION OF STATEMENTS OF QUALIFICATIONS

4.1 Interested and qualified firms or teams are invited to submit one (1) original, five (5) copies and one (1) electronic copy of materials that demonstrate their experience in performing a project of this scale and complexity

4.2 **Firms must include the following with their statements of qualifications otherwise they will be considered non-responsive and will be rejected:**

- 1) Certificate of Insurance**
- 2) List of Key Stakeholders in Responding Firm**
- 3) **SAMPLE** – Hydrologic and Hydraulic Study**
- 4) Signed Addendums (If any are issued for this RFQ)**
- 5) Conflict of Interest Form - EXHIBIT B**
- 6) Vendor Information Form - EXHIBIT C**

4.3 **IN SUBMITTING A RESPONSE TO THIS RFQ, THE RESPONDENT AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY, THE COUNTY’S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF THE COUNTY’S GOVERNING BODY IN CONNECTION WITH OR ARISING OUT OF THIS RFQ, INCLUDING, THE ADMINISTRATION OF THE RFQ, THE BASIS FOR SELECTION, THE EVALUATIONS OF THE RESPONSES, THE METHOD USED FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE RESPONSES OR EVALUATIONS. THE SUBMISSION OF A STATEMENT OF QUALIFICATIONS CONSTITUTES THE ACCEPTANCE BY THE RESPONDENT OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFQ.**

END OF INSTRUCTIONS

List of Exhibits

EXHIBIT A – Conflict of Interest Form

EXHIBIT B - Vendor Information Form