



CITY OF FULSHEAR

WATER/WASTE WATER INFRASTRUCTURE MASTER PLAN

REQUEST FOR QUALIFICATIONS

ISSUE DATE: SEPTEMBER 17, 2014

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ATTACHMENTS

Key Information Summary Sheet

City of Fulshear Texas

Request for Proposals and Qualifications

Development of Master Plan for Expansion

of Municipal Water & Wastewater Treatment Plant Infrastructure

Issue Date:

Issuing Office: City Administrator

Proposals Sent To: Mr. C.J. Snipes
City Administrator
City of Fulshear
P.O. Box 279
Fulshear, TX 77441
281. 346. 1796

Proposals Due By: 3:00 PM CDT, WEDNESDAY OCTOBER 8, 2014

Questions Due By: 12:00 PM CDT, TUESDAY SEPTEMBER 30, 2014

Pre-Proposal Meeting: 9:30 AM CDT, THURSDAY SEPTEMBER 25, 2014

1. BACKGROUND AND SCOPE OF WORK

The City of Fulshear, a Texas General Law Type A City located in Fort Bend County, Texas is soliciting proposals and qualifications from qualified and interested firms for the development of a master plan geared toward expansion of municipal water & wastewater treatment plant infrastructure to serve west Fulshear. The goal of the study is to consolidate current and future water and sewer lines to adapt to the eminent construction of a single large water/wastewater treatment plant that will be capable of servicing the growing population within Fulshear city limits and west of Cross Creek Ranch.

1.1 BACKGROUND

The City of Fulshear utility systems are unique in that they consist of several separate water and wastewater systems that operate independently of each other. In the future, the City of Fulshear seeks to consolidate treatment facilities for west Fulshear into one wastewater plant while expanding water and sewer lines north and west to serve the needs of a growing population. The "Old Town" system currently services west Fulshear and consists of two (2) water wells contained in one (1) water plant and one (1) wastewater plant. This wastewater system has three (3) sanitary sewer lift stations and sanitary sewer mains that convey raw sewage to the treatment plant for treatment and discharge to the receiving water ways. It should be noted that the City is currently preparing plans for the addition of an additional well and expansion to the Water Plant; while at the same time is adding interim capacity for its Waste Water Treatment Plant through the additional of temporary package plants.

In 2002, the City of Fulshear entered into agreements with the North Fort Bend Water Authority (WFBWA), a conservation and reclamation district and political subdivision, related to the construction and operation of wastewater collection, treatment and disposal facilities to serve the Fulshear area. The City is rapidly growing and intends to, at some point, absorb the operation of the Water and Waste Water System internally. Any response to the RFQ should include a description of the steps the contractor intends to take to assist the City in this regard.

AUTHORITY FOR PROCUREMENT

1.2 TITLE VI ASSURANCE

Fulshear, in accordance with Title VI of the Civil Rights Act of 1964, hereby notifies all Proposers that it will enforce compliance with this law, investigate alleged violations, and affirmatively ensure that in any contract entered into pursuant to Fulshear procurements, minority business enterprises will be afforded full opportunity to submit responses and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

Non-discrimination programs require that federal aid recipients, sub-recipients, and contractors prevent discrimination and ensure non-discrimination in all of the programs and activities, whether those programs are federally funded or not.

1.3 ENVIRONMENTAL IMPACT

It is the intent of Fulshear to purchase goods, equipment, and services having the least adverse environmental impact within the constraints of statutory purchasing requirements, municipal need, availability, and sound financial considerations. Please note that the System is in an environmentally sensitive geographical area, which may be subject to more stringent requirements and regulations to protect the environment.

1.4 FULSHEAR ORGANIZATIONAL STRUCTURE

Fulshear is the contracting party for this procurement. The procured service will be used by the City of Fulshear, a General Law City of Texas, which was incorporated in 1977. Fulshear is a Mayor/ Council form of government, managed by a City Administrator. All contracts or awards must be approved by the duly elected governing body to be effective.

1.5 SCOPE OF WORK

This solicitation is a Request for Qualifications (RFQ). Fulshear is requesting proposals from qualified firms interested in providing the city with a comprehensive water/ wastewater master plan. Fulshear seeks a Proposer to provide all of the management, staff, equipment, materials, and supplies required to efficiently and cost effectively develop a master plan to expand sewer infrastructure in the interim preceding the construction of a single permanent water treatment facility. The successful contractor will be capable of providing the services described below in compliance with the Permit and all applicable laws and regulations.

- 1.5.1** The Old Town treatment plant currently services west Fulshear and consists of two (2) water wells contained in one (1) water plant and one (1) wastewater plant. This wastewater system has three (3) sanitary sewer lift stations and sanitary sewer mains that convey raw sewage to the treatment plant for treatment and discharge to the receiving water ways. The City of Fulshear Old Town wastewater system is permitted to discharge up to 100,000 gallons per day from a concrete complete mix plant. It should be noted that both the Water Plant and Waste Water Treatment Plant are in the process of expansion. It should be understood that the Waste Water Plant expansion is an interim step to increase total capacity by approximately 400,000 gallons per day and due to a variety of factors will have to be relocated to a permanent location at some point.
- 1.5.2** In addition to the current capacity ties to the Old Town system, there are several additional residential and commercial developments slated for the western portion of town that the City has either committed to via Development Agreement or would like to provide services to. It is the ultimate goal of the City to develop a plan that includes a regionalized Water and Waste Water System with enough capacity to serve all developments west and south of the existing stand alone MUD facilities in Cross Creek Ranch (MUD 169), Tamarron (MUD 182) and Firethorne (MUD 151).
- 1.5.3** Through appointments in writing, Fulshear will either assign a project manager or establish a Project Management Committee as the Contractor's key contact and representative for Fulshear. That manager or Project Management Committee will oversee the contractor's performance of and compliance with the Agreement.
- 1.5.4** The Contractor shall be responsible for the acquisition of data to establish a thorough water/wastewater study on which to base the master plan for the development of permanent regional Water and Waste Water Treatment Plants, as well as Water and Sewer line expansions necessary to serve those areas identified by the City. The Contractor may accomplish this task through the use of its own employees by may subcontract with individuals or other entities for discrete tasks or responsibilities subject to Fulshear's approval in writing of any such subcontracts. All bids for materials, supplies, and services by the operator shall be prepared and solicitations be performed under the same public procurement laws and regulations governing Fulshear.

1.6 REQUEST FOR QUALIFICATIONS (RFQ)

1.6.1. Submission Deadline: Proposers shall have a minimum of **21 business days** from the date the RFQ is issued to submit their response. Responses must be received by the Fulshear City Administrator no later than **WEDNESDAY OCTOBER 8, 2014, at 3:00 PM CDT.** Responses must be clearly marked RESPONSE TO RFQ in

sealed packages. Responses will be publicly opened, and the identity of responders will be announced. No portion of responses will be publicly read or disseminated at this public opening.

1.6.2. Questions and Addenda: Proposers shall have two (2) weeks from the date the RFQ is issued to submit written questions regarding the procurement to the Fulshear City Administrator. All questions must be received by the City Administrator by **TUESDAY SEPTEMBER 30, 2014 at 12:00 PM CDT**. All Proposers' questions, along with answers, will be made available as an Addendum to the RFQ within the second week after issuance. Questions and answers will be posted on the City of Fulshear website at www.fulsheartexas.gov. Fulshear will not be bound by any oral statement or representation contrary to the written specifications of the RFQ. Any revision, clarification, or interpretation pertaining to this RFQ will be in writing and issued by Fulshear as an Addendum. Any changes or interpretations not contained in an Addendum will not be binding on Fulshear.

1.6.3. Pre-Proposal Meeting/City Tour:

1.6.3.1. A Pre Proposal Meeting and city tour (if needed) will be available for interested proposers on **THURSDAY SEPTEMBER 25, 2014 at 9:30 AM CDT**. Responses to questions submitted in accordance with the above may be distributed at this time if available, and a tour of the existing facility will be offered.

1.6.3.2. No additional Statement of Work questions will be entertained during the tour. The ONLY questions permitted at this meeting shall be questions of an administrative nature concerning the solicitation and construction of the response.

1.6.3.3. Attendance at this meeting is NOT MANDATORY, and no proposer will be penalized for deciding not to attend. Responses to questions properly submitted will be mailed to all parties who received the original RFQ.

1.6.4. Statement of Qualifications: Proposers shall be required to provide a Statement of Qualifications, which will initially be scored on a pass/fail basis. Responses that do not demonstrate the requisite work experience will not receive further consideration.

1.6.5 Disclosure of Response: All information submitted in an accepted response will be retained by the City of Fulshear for the period specified in the State of Texas records retention schedule. The information will not be returned to the Proposer. The Public Information Act, Government Code Chapter § 552, allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, the Proposer shall clearly identify in the response any confidential or proprietary information. Proprietary information identified by the Proposer in the response will be kept confidential by City of Fulshear to the extent permitted by law. Fulshear merely raises the exception on behalf of the Proposer or the awarded vendor an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential or proprietary information.

1.6.6. Alteration of Withdrawal of Response: Any alternations to a response made before the submission deadline shall be submitted in writing, sealed, and clearly marked **RFQ Response – Amendment**. The outer envelope must clearly show postmark or receipt stamp before the submission deadline to be considered. Responses cannot be altered or amended after the submission deadline. A response may be withdrawn, if requested in writing. The response will not be considered for award but will be retained by Fulshear, unsealed, until after the award and successful contract. Responses will be returned upon written request after a contract is secured.

1.6.7. Response Validity Period: The Proposer's response will be valid for a period of 90 days after the submission deadline. The Proposer may elect to extend the validity period beyond this time at its discretion.

1.6.8. Costs: Fulshear is not liable for any costs incurred by the Proposer in responding to this RFQ.

1.7. WORK AGREEMENT

1.7.1. Fulshear will attempt to negotiate a Work Agreement with the most highly qualified proposer that sets forth the duties and responsibilities of the parties with respect to the development of a master plan for Water and Waste Water infrastructure including:

- The tasks described in the RFQ;
- The proposed term and termination of the Agreement;
- Force Majeure;
- The Proposer's indemnification and insurance requirements; and
- The Proposer's performance bond.

If negotiations are successful, execution of the final Work Agreement is contingent upon and subject to approval by the City Council of the City of Fulshear. Furthermore the statements in this RFQ neither dictate the contract terms nor bind Fulshear, its attorneys or its staff, in its negotiation, drafting or final approval of the Work Agreement.

1.7.2. The Agreement shall initially terminate one year after its approval and execution by both parties. Contract terms may include: provisions for a three month or six month extension of the agreement with a least 90 calendar days' notice prior to each termination date; and further extensions as mutually agreed in writing by the parties.

1.7.2.1. Termination for Convenience: A termination for convenience clause shall be included in the Work Agreement. Except as otherwise provided in the final Work Agreement, Fulshear, by written notice to the contract holder, may terminate the Contract, in whole or in part, when the City determines, in its sole discretion that it is in the City's interest to do so. The Contractor shall not furnish any product or services after the termination date stated within the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The termination notice shall state:

- Termination date; and
- Continued portion of the Contract to be completed, if any.

The Contractor shall not be entitled to recover any cancellation charges or lost profits.

1.7.2.2. Rights After Termination: Except as specifically provided for in the Work Agreement, all rights and obligations of the parties to one another that have not accrued before termination shall terminate with the Work Agreement.

1.7.3. Performance Bond: The Operating Agreement shall include provisions requiring the Contractor to provide a performance bond.

2. RFQ REQUIREMENTS AND FORMAT

2.1 PROPOSAL REQUIREMENTS

2.1.1 This section outlines general format specifications of this RFQ

2.2 RFQ RESPONSE SUBMISSION

2.2.1 Failure by the Proposer to submit the documentation listed below may disqualify the Proposer from consideration. The response submission shall be submitted in the format described in the section.

2.2.1.1. The Proposer shall submit one (1) signed and dated original (marked Original) and four (4) copies (marked Copy). The submission shall be in separate loose-leaf binders on one sided, letter-sized

(8 ½ by 11 inch) paper, in double-spaced format. The proposal shall be tab-indexed corresponding to the sections listed below. Include only the information specified for each section.

2.2.1.2. Additionally the proposal shall be provided in electronic format (preferably PDF) and included on a flash drive or similar data device.

2.2.2. Responses to this RFQ will be accepted until **3:00 PM CDT on WEDNESDAY, OCTOBER 8, 2014.**

2.2.2.1. By hand delivery to the City Administrator or the City Secretary at the Fulshear City Hall located at 30603 F.M. 1093 Road Fulshear, TX 77441.

2.2.2.2. By mail addressed to Mr. C.J. Snipes, City Administrator, City of Fulshear, P.O. Box 279, Fulshear, TX 77441.

2.2.2.3. Responses to the RFQ, must be CLEARLY MARKERD, "RFQ Response, Request for Proposals and Qualifications Development of Master Plan for Expansion of Municipal Water & Wastewater Infrastructure."

2.2.2.4. The Proposer is responsible for verifying that Fulshear has received the proposal.

2.2.2.5. Late responses will not be considered under any circumstances and will be returned unopened to the Proposer.

2.3. RFQ FORMAT

2.3.1. Cover Letter and Executive Summary: Section 1

2.3.1.1. The cover letter shall be limited to two (2) pages and include the following:

2.3.1.1.1. RFQ response due date

2.3.1.1.2. Respondent's (company) name

2.3.1.1.3. Contact name and telephone number

2.3.1.2. The executive summary shall provide a brief introduction of the respondent and project team, plus a summary-level overview of the proposed operation. The executive summary shall be limited to five (5) pages.

2.3.2. Statement of Qualifications: Section 2

2.3.2.1. Company Qualifications and Experience: The Proposer shall demonstrate successful past performance through submission of documentation of relevant qualifications and experience. Proposer shall describe its qualifications as well as the qualifications of Proposer's major subcontractors, referencing specific similar projects that have been deployed by the Proposer. This section shall be limited to five (5) pages, not including project resumes, and shall include:

2.3.2.1.1. Name, address, phone number, and email address of the person Fulshear should contract with any questions regarding to response submission.

2.3.2.1.2. A description of related or similar services performed within the last seven (7) years. Specify the Proposer's particular tasks performed and role, whether as a subcontractor or primary contractor; whether as the project implementer or project manager overseeing implementation by another Proposer. Each project identified by the Proposer shall identify the Proposer's Project Manager, a brief description including scope, software functionality, and

project dates. Provide information related to the number of personnel dedicated to the reference project.

2.3.2.1.3. A summary of experience managing related of similar services of comparable size and scope to the services within the solicitation.

2.3.2.2. If the Proposer's Statement of Qualifications demonstrates one (1) year of similar service performed within the last seven (7) years their response will be further evaluated. Proposers that do not demonstrate that they meet the qualification criteria shall provide justification as to why their proposal should receive further consideration.

2.3.3. Technical Proposal: Section 3

2.3.3.1. The Proposer shall provide a detailed description of the service delivery proposal for satisfying the scope of work outlined in Section 1.4, describing how each of the requirements of the Scope will be accomplished and by whom.

2.3.3.2. The Proposer shall describe its approach and ability to meet all of the study requirements, including a description of its resources and plans for data collection and interpretation.

2.3.3.3. Based on its experience and expertise, the Proposer may include other elements of data collection and interpretation not expressly described in this RFQ, with a statement of why it believes that such elements are necessary or advisable to achieve the required comprehensive development plan.

2.3.4. Key Personnel: Section 4

2.3.4.1. The Proposer shall identify key personnel qualifications and references with a maximum of one (1) page per person. References shall substantiate the number of years of required experience of the individuals, including any proposed subcontractors who will be part of the Proposer's personnel providing the service. Each personnel profile shall include:

2.3.4.1.1. Individual's name and title

2.3.4.1.2. Education

2.3.4.1.3. Description of qualifications and experience for the last five (5) years

2.3.4.2. The Proposer shall provide personnel profiles for each of the following key personnel positions:

2.3.4.2.1. Chief Executive Officer or owner of the proposing company.

2.3.4.2.2. Program or Project Manager

2.3.4.2.3. All other who will be on-site and performing services, including their names, experience, certifications, and qualifications.

2.3.4.2.4. Quality Assurance Manager. Provide name, qualifications, and personal experience of the person who shall have responsibility for quality assurance.

2.3.5. Staffing Plan: Section 5

2.3.5.1. The Proposer shall include a staffing plan demonstrating staff qualifications and experience, including subcontractors.

2.3.5.2. This plan should describe the number of staff proposed, the functions they will perform, and the percentage of time they will be assigned to the project during this contract term.

2.3.5.3. The plan should include the total number of hours, by day and by week, that the contractor will provide personnel in the field to collect data.

2.3.6. Quality Assurance Plan: Section 6

2.3.6.1. The Proposer shall describe their methods and processes used to ensure quality deliverables in no more than two (2) pages. The Proposer shall provide a comprehensive, continuous, and measureable quality assurance program.

2.3.6.2. Describe the policies and procedures to periodically measure and report quality performance to the City throughout the term of the contract.

2.3.7. References: Section 7

2.3.8.1. The Proposer shall submit a minimum of three (3) references to substantiate the qualifications and experience requirements for services with successful completion within the timeframe requested. References shall attest to the Proposer's ability to provide the services outlined in the specification. References shall include name, point of contact, telephone number, and dates services were performed.

3. OTHER PROVISIONS

3.1. COMPLIANCE WITH LAWS, RULES AND STANDARDS

3.1.1. The Proposer shall provide the specified service requirements in accordance with all applicable local, federal and state laws, standards, rules, and regulations necessary to perform the services including, but not limited to applicable provisions of:

3.2. PROPOSER SERVICE REQUIREMENTS

3.2.1. The Proposer shall:

3.2.1.1. Have experience working with federal, state, or local governmental entities providing services similar in size and scope.

3.2.1.2. Be in good financial standing and current in payment of all taxes and fees.

3.2.2. Provide personnel, subcontractors, or operators that are fully competent, fully trained, and duly certified to perform the work authorized or required by the Work Agreement.

3.3. LIQUIDATED DAMAGES

3.3.1. If the Proposer fails to provide the specified service or fails to perform in accordance with the specifications and terms and conditions of the agreement, after being notified in writing by Fulshear of the specific deficiency, Fulshear may require the Proposer to pay liquidated damages, as covered in the negotiated Work Agreement, until the deficiency is corrected.

3.4. FULSHEAR RESPONSIBILITIES

Fulshear will:

3.4.1. Provide a project manager and/or oversight committee to facilitate data collection and interpretation.

3.4.2. Provide responsive advice and counsel to facilitate the Proposer's efforts.

3.4.3. Provide access to files and information

Fulshear will have the right, but not the obligation to:

3.4.4. Perform periodic audits or field reviews as needed to determine whether the Contractor is operating under the requirements of federal, state, and local laws, and the terms of the agreement executed between Fulshear and the Proposer.

3.5. FORCE MAJEURE

3.5.1. If for any reason of force majeure, either the contractor or Fulshear shall be rendered unable, wholly or in part, to comply with this RFQ, the parties shall give notice of the reasons within a reasonable time after the occurrence of the event, which shall be defined as acts of God, natural or man-made disasters which interrupt operations and cannot be reasonable avoided, unavoidable civil disturbances, or other generally defined force majeure conditions.

3.5.2. Force majeure shall not be used as absolute grounds for failing to perform. Force majeure shall be one of the conditions precedents for excusing performance under the RFQ.

4. RESPONSE EVALUATION SELECTION AWARD

Only complete responses containing the required submittal documents and meeting qualifications will be considered. Minor inconsistencies or deviations may be waived at Fulshear's sole discretion. Fulshear will rank all proposals that are complete and responsive to the requirements of the RFQ and may select the Proposer whose proposal offers the apparent best value to Fulshear.

4.1. EVALUATION

4.1.1. Each proposal will be evaluated based on best value to the City of Fulshear and its taxpayers.

4.1.2. Proposers shall not contact members of the evaluation team.

4.1.3. The Proposer's qualifications will initially be scored on a pass/fail basis. It is the Proposer's obligation to ensure referenced projects are relevant and the scope performed is clear to the evaluation team. If the Proposer's qualifications demonstrate the minimum qualifications, the response will be further evaluated and ranked. Proposers that do not demonstrate that they meet the qualification criteria may not receive further consideration, and their technical responses may not be evaluated.

4.1.4. Responses will be evaluated and ranked based on the following scale:

4.1.4.1. Qualifications: 25 percent.

4.1.4.2. Technical Proposal and Quality Assurance: 25 percent.

4.1.4.3. Experience: 30 percent.

4.1.4.4. References: 20 percent.

4.1.5. The response may be disqualified if Fulshear is unable to verify qualification and experience requirements from the Proposer's references. The response may be disqualified if Fulshear receives negative responses. Fulshear will be the sole judge of references.

4.2. AWARD

4.2.1. Following Evaluation and recommendation by the City's Engineering Projects Review Committee, the City Administrator will submit a recommendation to the City Council regarding approval of the proposal

determined to provide the apparent best value to Fulshear. The City Council may approve or disapprove the recommendation, and if approved, will authorize the City Administrator to negotiate with the apparent best Proposer. Negotiated contract will be submitted to the City Council for ratification and award, and may be subject to the successful completion of negotiations or any other conditions identified in the RFQ or by the Proposer. If an agreement satisfactory to Fulshear cannot be negotiated with that Proposer, or if in the course of negotiations, it appears that the proposal will not provide Fulshear with the overall best value, Fulshear will formally end negotiations with that Proposer and, in its sole discretion, may either (1) reject all proposals, (2) modify the RFQ and begin again the solicitation, or (3) proceed to the next most highly ranked proposal and attempt to negotiate an agreement with that Proposer.

4.3. TYPE OF AWARD

4.3.1. Single Award: One agreement shall be awarded to a single Proposer, or joint venture.

4.3.2. Term of Agreement: The agreement shall be for an initial term of one year from the date of execution on the contract for the project.

4.4 PRE-AWARD MEETING

4.4.1. The highest ranked proposer(s) shall be required to attend a pre-award meeting in Fulshear, Texas, with Fulshear staff within ten (10) calendar days after notification. The purpose of the meeting is to discuss the terms and conditions, negotiate the Work Agreement, and to provide additional information regarding the City Water/Wastewater infrastructure. Failure to attend this meeting shall be adequate for Fulshear to dismiss the highest ranked proposer, and begin negotiations with the next highest ranked proposer.