



**Nueces River Authority**

239 S. Highway 83

Uvalde, Texas 78801

[www.nueces-ra.org](http://www.nueces-ra.org)

**REQUEST FOR QUALIFICATIONS  
(RFQ)**

**Green Lake Dam Inspection  
Services  
San Patricio County Drainage  
District**

**SOLICITATION NUMBER 22-03**

**5/11/2022**

**RFQ No. 22-03  
PART I  
GENERAL REQUIREMENTS**

1. **PURPOSE:** On behalf of the San Patricio County Drainage District (SPCDD), the Nueces River Authority, herein after “the Authority” is conducting a procurement process to secure the services detailed herein. The Authority is under contract with SPCDD to perform tasks associated with project administration and management for the Green Lake Outfall System and Gregory Diversion Ditch, herein after referred to as “the Project.” This RFQ seeks proposals from firms experienced in Construction Inspection (CI) Services to successfully oversee the construction of Green Lake Dam located near Portland, Texas.
2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 1-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6-14
Part III – Supplemental Terms and Conditions	Page(s) 15-16
Part IV – Scope of Work	Page(s) 17-19
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 20-22
Attachment A – Proposal Submittal Form and Execution	Page 23
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3. **AUTHORIZED CONTACTS:** For questions or clarification of specifications, you may contact:

**John Byrum**  
**Executive Director**  
**Nueces River Authority**  
**239 S. Highway 83**  
**Uvalde, Texas 78801**  
**Email: [jbyrum@nueces-ra.org](mailto:jbyrum@nueces-ra.org)**

The individual(s) listed above are the only authorized contacts for this solicitation. They may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended, or alterations accepted, prior to solicitation opening without written approval of the Nueces River Authority through the Executive Director.

4. **SCHEDULE OF EVENTS:** It is the Authority’s intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	05/12/2022
Deadline for submission of questions	05/25/2022 @ 5:00 PM, CST
Authority responses to questions or addendums	06/01/2022 @ 5:00 PM, CST
<b>Deadline for submission of responses</b>	<b>06/08/2022 @ 3:00 PM, CST</b>

Firms interested in obtaining the packet for the RFQ can do so by submitting an email referencing the solicitation number to [sdipiazza@nueces-ra.org](mailto:sdipiazza@nueces-ra.org). All questions regarding this solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above to [sdipiazza@nueces-ra.org](mailto:sdipiazza@nueces-ra.org). A copy of all the questions submitted and the Authority’s response to the questions shall be emailed to all firms registered as receiving a Request for Qualifications. The Authority reserves the right to modify these dates. Notice of date change will be emailed to all registered as receiving a Request for Qualifications packet.

5. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring their email for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The Authority will not be held responsible for any further communication beyond email registered packet holding firms.

6. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 4 – Schedule of Events. Mail or hand deliver sealed responses to:

**Nueces River Authority**  
**Attn: John Byrum, Executive Director**  
**239 S. Highway 83**  
**Uvalde, Texas 78802**

- A. Sealed responses shall be clearly marked on the outside of packaging with the RFQ Solicitation title, number, due date and “DO NOT OPEN.”
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.
- D. No response can be withdrawn after opening without written approval from the Authority for an acceptable reason.
- E. The Authority will not be bound by any oral statement or offer made contrary to the written proposal.
- F. Samples and/or copies shall be provided at the Respondent’s expense and shall become the property of the Authority.
- G. Receipt of all addenda to this RFQ must be acknowledged, signed, and included with the proposal response.
- H. Late Proposal(s) will not be considered under any circumstances and will be returned unopened if a return address is provided.

7. **RESPONDENT REQUIREMENTS:** The Authority makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.
- A. Respondent shall submit one (1) evident signed "Original" and two (2) identical-to-the-original electronic copies of the RFQ response on a flash drive. The submittal is required to include all addendums and requested attachments. The RFQ response along with samples and/or copies shall be provided at the Respondents expense and shall become the property of the Authority.
  - B. This request for qualifications (RFQ) does not commit the Authority to contract for any supply or service.
  - C. Respondents are advised that the Authority will not pay for any administrative costs incurred in response of preparation to this RFQ; all costs associated with responding to this RFQ will be solely at the interested parties' expense. Not responding to this RFQ does not preclude participation in any future RFP/RFQ/IFB.
  - D. **For your RFQ submittal to be considered responsive, the attachments identified below shall be submitted with your proposal.**
    - **Addendums:** Addendums may be posted to this solicitation. Respondents are required to submit signed addendums with their sealed response. The Respondent shall be responsible for monitoring their email and checking in with the Authority for any updates pertaining to the solicitation.
    - **Attachment A: PROPOSAL SUBMITTAL FORM AND EXECUTION:** Failure to complete, sign, and return the proposal submittal form and execution with your offer by the deadline will result in the disqualification of your proposal.
    - **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and e-mail of at least three (3) valid Municipal, River Authorities, or Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last three (3) years. Authority references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.
    - **Attachment C: SUBCONTRACTOR INFORMATION FORM:** Provide a signed copy of the Subcontractor Information Form with your response.
8. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
- A. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The Authority will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
  - B. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the Authority, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
9. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The Authority is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the Nueces River Authority.

10. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed for a contract award requiring Board of Director authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the Authority by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage:[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

11. **DISADVANTAGED BUSINESS ENTERPRISES**

TEXAS WATER DEVELOPMENT BOARD Requirements for Equivalency Funds

This contract is anticipated to be funded through the Texas Water Development Board as part of the State Flood Infrastructure Fund. This contract is subject to the Environmental Protection Agency's (EPA) Disadvantaged Business Enterprise (DBE) Program, which includes EPA-approved fair share goals toward procurement of Minority and Women-owned Business Enterprise (M/WBE) businesses. EPA rules require that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to M/WBEs through demonstration of the six affirmative steps. For more details of the DBE Program and the current, applicable fair share goals, please visit [www.twdb.texas.gov/dbe](http://www.twdb.texas.gov/dbe).

Equal Opportunity in Employment - All qualified applicants will receive consideration for employment without regard to race, color, national origin, sex, religion, age, or handicap. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.

Compliance with DBE Program requirements:  (Check for compliance)

**PART II  
DEFINITIONS, STANDARD TERMS AND CONDITIONS,  
AND INSURANCE REQUIREMENTS**

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the Authority's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Respondents to stay apprised of changes. The Authority's Definitions, Standard Terms and Conditions are outlined within this document.

2. **STANDARD TERMS AND CONDITIONS**

**A. GOVERNING LAW AND VENUE:** This Contract is governed by the laws of the State of Texas without regard to its conflicts of laws. Venue for legal proceeding lies exclusively in Uvalde County, Texas.

**B. INDEPENDENT CONTRACTOR:** The Vendor shall operate hereunder as an independent contractor and not as an officer, agent, or employee of Authority. Vendor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants.

**C. ASSIGNMENT:** This Contract may not be assigned in whole or in part by the Vendor without the previous written consent of the Authority, which consent may be withheld or conditioned at the Authority's sole discretion.

**D. CONFLICT OF INTEREST:** Neither the Vendor, nor any consultant, shall have other interests which conflict with the interests of Authority, specifically including, but not limited to, a connection with the sale or promotion of equipment or material which may be used on the project. The Vendor agrees to make a reasonable inquiry of all consultants concerning the existence of or potential for such conflicts. The Vendor shall comply with the provisions of Texas Local Government Code Chapter 176.

**E. SEVERABILITY:** Any provision or part of the Contract held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Authority and Vendor, who agree that the Contract shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**F. MODIFICATIONS:** This contract can be modified only by written agreement of the parties.

**G. REMEDIES:** No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.

**H. INVOICE REQUIREMENTS**

- a. Invoice must include, at a minimum, the following information:
  - i. Authority Contract Number
  - ii. Company Name and Remit to Address
  - iii. Point of Contact Who Placed Order
  - iv. Date of Service
  - v. Service Address

- b. Invoices shall be submitted to:
  - Nueces River Authority
  - Finance Department
  - 539 S. Hwy 83
  - Uvalde, Texas 76801
- c. No payment will be made for goods ordered or services performed without a proper order authorization.
- d. Payment shall not be made until the materials, goods, or services have been received, inspected, and accepted by the Authority in the quality and quantity ordered.
- e. Invoices resulting from scheduled goods or services shall be received no less than thirty (30) days apart.
- f. When applicable, invoices shall be compiled per the purchase order number in a thirty (30) day cycle.
- g. At no time shall an invoice reflect multiple purchase order numbers. Such invoice(s) will be considered incorrect and will not be processed until corrected.
- h. The Authority will:
  - i. Not accept an incorrect invoice.
  - ii. Incur no penalty for late payment if payment is made in thirty (30) days or less from receipt of goods/services and/or a correct/accurate invoice, whichever is later in accordance with the Texas Prompt Payment Act.
  - iii. Dismiss invoices lacking an authorized Purchase Order number and/or Service Agreement number, as such invoice will be considered as incorrect.
  - iv. Not accept invoices from a Vendor who does not have current Vendor Information Form and insurance certificates on file with the Authority.

**I. PAYMENT TERMS:** All payment terms shall be Net 30, and payments shall be made on approved invoices in accordance with Texas Government Code Chapter 2251.

**J. TAXES:** The Authority generally qualifies as a tax-exempt agency as defined by the statutes of the State of Texas and is usually not subject to any city or state sales or use taxes. Vendor assumes responsibility for including any applicable sales taxes in the bid price. Vendor affirms that the Bid Price includes all applicable sales and/or use taxes. Further, Vendor shall include on each invoice submitted hereunder (i) the amount of any applicable sales and/or use tax and (ii) a statement on said invoice verifying that the amount submitted for payment includes the stated and applicable sales and/or use tax. Vendor hereby agrees to provide the Owner copies of any audits by the State of Texas Comptroller of Vendor's payment of sales taxes applicable to transactions under this Contract. Further, Vendor, in consideration of the rights, duties and obligations contained herein, hereby waives confidentiality of audits conducted by the State of Texas Comptroller pertaining to transactions under this Contract and authorizes the State of Texas Comptroller, upon request of the Owner, to release to the Owner copies of Vendor's audits pertaining to transactions under this Contract. IN ADDITION TO OTHER INDEMNITIES CONTAINED HEREIN, VENDOR SHALL INDEMNIFY, RELEASE AND HOLD HARMLESS THE OWNER FROM ALL COST, LOSS OR EXPENSE ARISING FROM VENDOR'S FAILURE TO (I) INCLUDE THE SALES AND/OR USE TAXES IN THE STATED BID PRICE, (II) SEPARATELY STATE THE SALES AND/OR USE TAXES ON INVOICES, AND/OR (III) PROVIDE WRITTEN VERIFICATION ON INVOICES THAT THE SALES TAX IS INCLUDED IN THE BID PRICE.

**K. FUNDING:** The Authority's fiscal year starts on September 1st and ends on August 31<sup>st</sup>. Vendor recognizes that the continuation of any contract after the close of any given fiscal year will be subject to the Authority approval. Should the funding not be approved, this contract will terminate and become null and void.

**L. VENDOR TO PACKAGE GOODS:** This section does not apply to this project.

**M. SERVICE LOCATIONS:** Varies

**N. TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the Authority until the Authority actually receives and takes possession of the goods at the point(s) of delivery, and after inspection and acceptance of goods.

**O. FORCE MAJEURE:** Vendor shall not be liable for delay in delivery or performance when such delay is due to factors beyond its control, including but not limited to, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado, or hurricane. If the Vendor is unable to perform any of its obligations as a result of force majeure, Vendor shall immediately give written notice to the Authority of the date of inception of the force majeure condition and the extent to which it will affect performance.

**P. RIGHT OF INSPECTION:** Authority shall have the right to inspect the goods upon delivery before accepting them. Vendor shall be responsible for all charges for the return to Vendor of any goods rejected as being nonconforming under the specifications.

**Q. RIGHT TO AUDIT:** Vendor agrees that the Authority shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Vendor involving transactions relating to this Contract. Vendor agrees that the Authority shall have access, during normal working hours, to all necessary vendor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The Authority shall give Vendor reasonable advance notice of intended audits.

**R. WARRANTY SERVICE CLAUSE:** Under the terms of the warranties which arise from these Contract Documents and/or by the terms of any applicable special warranties required by the Contract Documents if any of the work in accordance with this Contract is found to not be in accordance with the requirements of the Contract Documents, the Vendor shall correct such work promptly after receipt of written notice from the Authority or the architect, engineer or other. This obligation shall survive acceptance of the work under the Contract and termination of the Contract. In order to facilitate a prompt response, Vendor agrees to provide for warranty service to the extent practical, from local businesses, including goods and services, when such goods and services are comparable in availability, quality, and price. If Vendor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Vendor fails to perform the work in accordance with the Contract Documents, or if Vendor fails to comply with any provision in the Contract Documents, either the Authority or its designee may, after seven (7) days written notice to Vendor, correct and remedy any such deficiency at the Vendor's expense.

**S. OWNERSHIP OF WORK PRODUCT:** Vendor agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made, or suggested by the Vendor for the Authority pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Contract and that are completed or reduced to writing thereafter are Work Product (the "Work Product") and Vendor acknowledges that such Work Product may be considered "work(s) made for hire" and will be and remain the exclusive property of the Authority. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Vendor hereby agrees that this Contract effectively transfers, grants, conveys, and assigns exclusively to the Authority, all rights, title, and ownership interests, including copyright, which Vendor may have in any Work Product or any

tangible media embodying such Work Product, without the necessity of any further consideration, and the Authority shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Vendor for itself and on behalf of its vendors hereby waives any property interest in such Work Product.

**T. INDEMNIFICATION:** WITHOUT LIMITING IN ANY WAY ANY OTHER RIGHTS OF THE PARTIES, VENDOR FURTHER AGREES TO THE GREATEST EXTENT PERMITTED BY LAW TO INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, ATTORNEYS, CONTRACTORS, SUBCONTRACTORS AND RELATED PARTIES (THE "AUTHORITY INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, DAMAGES AND EXPENSE (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THE SERVICES, BODILY INJURY, DEATH, OR DESTRUCTION OF TANGIBLE PROPERTY TO THE EXTENT CAUSED BY ANY ACT OR OMISSION OF VENDOR, ANY SUBCONTRACTOR, ANY SUPPLIER, OR ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED OR RETAINED BY ANY OF THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER SUCH CLAIM, COST, LOSS, DAMAGE OR EXPENSE IS ALLEGED TO BE CAUSED IN PART BY AN AUTHORITY INDEMNIFIED PARTY HEREUNDER, SUBJECT TO THE AUTHORITY'S DEFENSES AND LIABILITY LIMITS UNDER THE TEXAS TORT CLAIMS ACT. NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE VENDOR TO INDEMNIFY AN AUTHORITY INDEMNIFIED PARTY AGAINST A CLAIM, COST, LOSS, DAMAGE OR EXPENSE CAUSED BY THE (I) NEGLIGENCE OR FAULT, (II) BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE, OR (III) THE BREACH OF CONTRACT BY AN AUTHORITY INDEMNIFIED PARTY. PROVIDED FURTHER HOWEVER, AND IN ADDITION TO THE ABOVE, VENDOR INDEMNIFIES EACH OF THE AUTHORITY INDEMNIFIED PARTIES AGAINST CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF THE VENDOR, ITS AGENTS, OR SUBCONTRACTORS OF ANY TIER EVEN IF CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF AN AUTHORITY INDEMNIFIED PARTY.

**U. CONTRACT TERM:** This Contract, if a contract is awarded, shall be for a period from Notice to Proceed date to August 31, 2023. The Authority shall have the option to renew for up to four (4) additional one (1) year periods. Prices bid must be valid for the first full year of the contract and any request for price adjustment for the subsequent years must be received in writing by the Authority's Executive Director no less than ninety (90) days prior to the commencement of each period. The amount of any price adjustment requested, as well as the Authority's experience with the Vendor's service for the year ending, will be used in the Authority's determination as to whether or not any price adjustment will be authorized. Failure of the Authority and Vendor to agree to any such price adjustments shall result in termination of the Contract as of the last day of the current contract year. Any such termination shall be without penalty to the Authority. Work in progress shall be completed at the previous agreed pricing.

**V. TERMINATION FOR DEFAULT:** The Authority reserves the right to terminate the Contract without prior notice in the event the Vendor defaults or breaches any of the terms and conditions of this Contract. In the event of termination, the Authority reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties. Any such act by the Authority shall not be deemed a waiver of any other right or remedy of Authority. If after exercising any such remedy, the cost to the Authority of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Vendor hereunder, Vendor shall be liable for and shall reimburse the Authority for such excess and liquidated damages, if any.

**W. TERMINATION WITHOUT CAUSE:** The Authority shall have the right to terminate the Contract, in whole or in part, without cause at any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Vendor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The Authority shall pay the Vendor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof, less liquidated damages, if any.

**X. NO THIRD-PARTY BENEFICIARY:** For purposes of this Contract, including its intended operation and effect, the parties to this Contract specifically agree that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with Authority or Vendor or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either Authority or Vendor.

**Y. BANKRUPTCY OR INSOLVENCY:** If the Vendor shall file a petition in bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Vendor shall be appointed in any proceeding brought by or against the bidder's creditors, or proceedings shall be commenced on or against the Vendor's operations of the premises, the Authority reserves the right to terminate this Contract immediately.

**Z. ORDER PLACEMENT:** Requests for goods and services will be on an as-needed basis by authorized Authority employees only. The Authority will supply the Vendor with the names of personnel authorized to place orders. The Authority shall place written orders or electronically via email in the form of a purchase order or Notice to Proceed which will include a purchase order number.

**AA. MISCONDUCT:** The Authority is committed to maintaining an alcohol, drug, tobacco, and firearm free workplace. Possession or use of firearms, or possession, use of, or being under the influence of alcohol or controlled substances by Vendor's employees or subcontractors' employees while in the performance of any service(s) or delivery of goods to the Authority is strictly prohibited. Violation of this requirement may constitute grounds for immediate cancellation of the Contract. The Authority reserves the sole right to determine whether this clause is violated, which may be grounds for immediate termination.

**BB. COMPLIANCE WITH LAWS:** Vendor agrees to give all notices and comply with all federal, state, and local laws, statutes, ordinances, safety codes, rules, and regulations (collectively "Laws and Regulations") in any matter bearing on the performances of the services specified herein. This contract and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas.

**CC. INSURANCE**

a. Insurance Vendor shall maintain insurance in the minimum coverage amounts set forth herein. At least two (2) weeks prior to the commencement of service and renewals thereafter during the term of agreement, the successful bidder shall furnish a completed insurance certificate to the Authority at 539 S. Hwy 83, Uvalde, Texas 78801, which shall be completed by an agent authorized to bind the name underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The Authority shall have no duty to pay or perform under this Contract until

such certificate has been delivered to the Executive Director. The Authority reserves the right to review insurance requirements of this section during the effective period of the Contract and to adjust insurance coverages and their limits when deemed necessary and prudent by the Authority's Executive Director upon changes in statutory law, court decisions, or the claims history of the industry as well as the successful bidder.

b. Insurance companies providing insurance required by Contract Documents shall have a minimum rating of A FSC of Class VIII according to A.M. Best Company.

Coverages General Liability - \$1,000,000/per occurrence, \$2,000,000/general aggregate  
Auto Liability - \$1,000,000

Worker's Compensation – Statutory Limits

Professional Liability Insurance(Errors and Omissions) \$1,000,000 Per Claim If claim made policy, retro date must be prior to inception of agreement, have three-year reporting period provisions and identify any limitations regarding who is insured.

Except for the Workers Compensation and Professional Liability policies, the Authority will be named as an additional insured on each such policy of insurance. Vendor hereby waives any and all rights of subrogation by, through, or under it against the Authority or any related party by any insurance carrier or other third person.

c. Certificates of insurance shall list Nueces River Authority as the Certificate Holder with the address 539 S. Hwy 83, Uvalde, Texas 78801. Certificates of insurance shall contain in the "Descriptions of Operations/Locations" field a Project Name or description of the Work, as specified by the Authority, and must be received no later than ten (10) days after the notice of award of contract. Certificates of insurance must specify the Contract, the start and end date, must be on a standard Accord form and must be submitted electronically. By signing this Contract or providing or causing to be provided a certificate of coverage, the person signing this Contract is representing to the Authority that all employees of the person signing this Contract who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the bidder to administrative penalties, criminal penalties, civil penalties, or other civil actions.

d. Texas Administrative Code Title 28 Section 110.110(c)(7) requires the following language to be contained in certain building and construction bid specifications and contracts: "Workers Compensation Insurance Coverage –

1. Definitions: Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project for the duration of the project. Duration of the project – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity. Persons providing services on the project ("subcontractor" in 406.096) – Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services"

- does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- e. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
  - f. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
  - g. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
  - h. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
    - (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
    - (2) No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - i. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
  - j. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
  - k. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
  - l. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
    - (1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees' providing services on the project, for the duration of the project;
    - (2) Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
    - (3) Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage if the coverage period shown on the current certificate of coverage ends during the duration of the project;
    - (4) Obtain from each other person with whom it contracts, and provide to the contractor:
      - (a) A certificate of coverage, prior to the other person beginning work on the project; and
      - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period if the coverage period shown on the current certificate of coverage ends during the duration of the project;
    - (5) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
    - (6) Notify the governmental entity in writing by certified mail or personal delivery, within 10

days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and  
(7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

m. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

n. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity."

**DD. BACKGROUND CHECK:** In addition, upon request of the Authority, Vendor shall perform background checks on all employees responsible for performing work related to this project. Background checks shall be at the expense of the Authority and shall be performed by a qualified vendor approved by the Authority. In the event a background check discloses information that the Authority, at its sole discretion, deems unsatisfactory, Vendor agrees to immediately cease using said employee or subcontractor on work related to this project.

**EE. STANDARD OF PERFORMANCE:** Vendor agrees to provide the services in a good, professional, and workmanlike manner, recognizing that time is of the essence to the services. Vendor agrees to file all necessary registrations and reports with all applicable regulatory authorities which may be required in the course of providing services. Vendor further agrees to provide services in a manner which complies with all applicable Laws and Regulations. The Authority agrees to cooperate with Vendor by providing information in its possession, staff access, and such other and further resources reasonably available to it as may be necessary to facilitate the timely and proper rendition of services.

**FF. NO WAIVER OF SOVEREIGN IMMUNITY:** Nothing in this Agreement shall be deemed or construed to waive the Authority's sovereign immunity or otherwise invalidate its immunity from suit and/or liability.

**GG. CONFLICTS:** In the event of a conflict between these Nueces River Authority Standard Terms and Conditions, and the terms of any Vendor issued terms, conditions, purchase orders, scope of work, or other vendor issued documents, the terms of this Nueces River Authority Standard Terms

### **3. INSURANCE:**

A. Vendor must not commence work under this agreement until all required insurance has been obtained and such insurance has been approved by the Authority. Vendor must not allow any subcontractor to commence work until all

similar insurance required of any subcontractor has been obtained.

- B. A 30-written day notice of cancellation is required on all certificates or by applicable policy endorsements.
1. In the event of an occurrence of any kind related to this agreement, Vendor must furnish the Authority with copies of all reports of any the occurrence within 10 days of occurrence.
  2. It is agreed that Vendor's insurance shall be deemed primary and noncontributory with respect to any insurance or self-insurance carried by the Authority for liability arising out of operations under this agreement.
  3. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

**PART  
III  
SUPPLEMENTAL TERMS AND  
CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
  - A. The term of the Agreement shall begin from date of award and shall remain in full force until the project is complete and approved by the Authority.
  - B. Upon expiration of the contract term, the Inspector agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary for any warranty issues for the completed project.
  
2. **PROPONENT:** Request for Qualifications (this “RFQ”) the term “proponent” means either a single company or a team of companies that submit a response to this RFQ.
  
3. **INSPECTOR:** Request for Qualifications (this “RFQ”) the term “Inspector” means either a single company or a team of companies that submit a response to this RFQ and are successful awardees. The Inspector must have a Licensed Engineer registered in the State of Texas with relevant experience and success in project delivery for similar municipal and governmental agencies.
  
4. **RESPONDENT QUALIFICATIONS:** The Authority has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
  - A. Be firms, corporations, individuals, or partnerships normally engaged in providing Inspection services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the Authority.
  - B. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFQ process.
  
5. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their bid response Attachment C: Subcontractor Information Form. The Respondent shall be fully responsible to the Authority for all acts and omissions of the Subcontractors just as the Respondent is responsible for their own acts and omissions. The Respondent shall:
  - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
  - B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Inspector, with the Authority being named as an additional insured; and
  - C. Require that the Subcontractor indemnify and hold the Authority harmless to the same extent as the Inspector is required to indemnify the Authority.
  - D. Awarded Inspector is required to submit a list of all subcontractors for approval by the Authority prior to use of any subcontractors throughout the term of the contract.
  
6. **WORKFORCE:** Successful Inspector shall:
  - A. Ensure Inspector’s employees perform the services in a timely, professional, and efficient manner.
  - B. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The Authority reserves the right to verify citizenship or right to work in the United States.

7. **PRICE INCREASE**: Contract prices for this project shall remain firm throughout the term of the contract.
8. **ACCEPTANCE/INSPECTION**: Acceptance inspection should not take more than fifteen (15) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the contract. In the event the services are not performed to the satisfaction of the Authority the Inspector shall agree to correct services to Contract at no additional cost to the Authority. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
9. **PERFORMANCE REVIEW**: The Authority reserves the right to review the awarded respondents' performance anytime during the contract term.
10. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE**:
  - A. **Awarded respondent's point of contact**: In order to maintain consistent standards of quality work performed across the Authority, the Authority shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The Authority's designated representative shall be notified by the awarded respondent immediately should the point of contact change.
  - B. The Authority's designated representative is:

**John Byrum**  
**Executive Director**  
Nueces River Authority  
**Phone: (830) 278-6810**  
**E-mail: [jbyrum@nueces-ra.org](mailto:jbyrum@nueces-ra.org)**

## PART IV SCOPE OF WORK

1. **BACKGROUND:** The Nueces River Authority, Uvalde, Texas herein after “Authority,” is soliciting request for qualifications to enter into an agreement with one or more qualified Individual, Firm, or Corporation, (Respondent), to provide Inspection Services, herein after referred to as “Services” for the San Patricio County District’s Green Lake Outfall System and Gregory Diversion Ditch Project. All pricing structures and rates shall be negotiated and agreed upon in writing by both parties prior to execution.

The San Patricio County Drainage District has contracted with the Nueces River Authority for Grant Administrative and Project Management Services. They have received various grants and loans from the Texas Water Development Board’s Flood Infrastructure Fund to improve various infrastructure within the San Patricio County’s Drainage system which is vital to protect the County’s investment in this system.

2. **DESCRIPTION OF PROJECT NEED:** The Nueces River Authority has an agreement with the San Patricio Drainage District to provide Project Administration and Management services for the referenced project. The project includes the construction of the Green Lake Dam. The Authority wishes to engage one or more qualified firms to provide professional inspection services to assist the Authority with the construction inspection, and quality assurance testing of Green Lake Dam. The selected Inspection firm will be responsible for providing inspection services throughout the duration of the project.

3. **PROJECT SCOPE:** The specifications detailed herein shall be construed as the minimum acceptable standards for the project. All exceptions or equivalencies must be clearly labeled, fully explained, or documented, and included on a separate sheet of paper with your response. The Respondent is responsible for the broad scope of services necessary to successfully complete the Project, including:

- Coordination and work in conjunction with the Authority staff throughout the project
- On-Site Construction Inspection
- Coordination for Materials Testing

Respondent shall meet as requested to resolve any issues/problems that may occur. Respondent shall be responsible for providing all necessary components, including but not limited to, equipment, mechanical material, electrical material, all labor, miscellaneous materials, subcontract costs and any other parts required and/or necessary in order to provide a complete inspection of the project.

The Authority recognizes the services identified below are not exhaustive and therefore will rely upon the Inspector to identify other topics or services to include. The scope of services for the Project should include, but is not limited to, the following tasks:

### **Inspection Services:**

During the construction phase of the Project, the Inspector will provide the following services:

- A. The Inspector will administer the construction phase services as set forth in the RFQ to successfully complete the assigned projects. The Inspector will not pursue a course of conduct that might jeopardize any of Authority’s rights under those documents.
- B. The Inspector will have authority to act on behalf of Authority as provided in this Agreement and in the construction contract documents. The Inspector will be a representative but not an agent of Authority and will advise and consult with Authority and provide written progress reports and advice to Authority. The Inspector has no authority to modify contract amount or contract time.
- C. The Inspector will be responsible for forwarding Authority’s instructions to the construction contractor. However, if the Inspector is unavailable in person or by telephone or email to issue instructions, or if a situation exists involving possible harm to Authority or jeopardy to life and/or property, Authority may forward instructions directly to the construction contractor. Authority will advise the Inspector of any instructions issued directly by Authority to the construction contractor.

- D. The Inspector will make on-site inspections of the Project to ensure the progress and quality of the work, to determine if the work is proceeding in acceptable conformance with the construction contract documents, and to review the work with Authority's representatives. Schedule and coordinate the location and frequency of required tests per the specifications with the materials testing lab. The Inspector will keep Authority informed of the progress and quality of the work through written status reports.
- E. The Inspector will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of the construction contractor, subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the construction contract documents, unless the acts or omissions are due to the negligence of the Inspector or are acts or omissions under the inspector's control. The Inspector will exercise its authority on behalf of Authority so that all work performed by the construction contractor results in the Project being completed in accordance with the construction contract documents. If the Inspector becomes aware of the construction contractor's utilization of means, methods, techniques, sequences and/or procedures of construction which, in the Inspector's opinion, will not result in completion of the Project in accordance with the construction contract documents or which are unsafe, the Inspector will immediately inform Authority and will take all necessary action which the Inspector is authorized to take under the construction contract documents to correct the matter.
- F. The Inspector will keep accurate records of on-site inspections and evaluations of the construction. The Inspector may be asked to assist with the review of applications for payment, including comparisons of the construction contractor's monthly progress reports and the contractor's request for payment. The Inspector's recommendations when requested will be based on the inspections and on the data comprising the construction contractor's application for payment, that
  - a. The work has progressed to the point indicated.
  - b. The quality of the work is in acceptable conformance with the construction contract documents (subject to an evaluation of the work of conformance with the construction contract documents upon substantial completion, subject to the results of any subsequent tests to be performed under the construction contract documents, subject to minor variations from the construction contract documents correctable prior to completion, and subject to any specific qualifications stated in the recommendation for payment).
- G. The Inspector will have authority to reject work that does not conform to the construction contract documents. Whenever it is necessary or advisable in the Inspector's opinion for the proper implementation of the intent of the construction contract documents, with the approval of Authority, the Inspector will have authority to require special inspection or testing of the work in accordance with the construction contract documents, whether or not the work is then fabricated, installed, or completed. The Inspector will review the work and results of all special inspections and testing in accordance with the construction contract documents.
- H. The Inspector will review the completed Project with the Authority, the Drainage District, and the Contractor prior to the end of the one-year warranty period and have all deficient items corrected by the construction contractor.
- I. Schedule. The Inspector will review with the Authority, engineer of record, and construction contractor(s) the project schedule and notify as to progress of key milestones and deliverables.
- J. The Inspector will ensure the construction improvements are in accordance with approved project plans and specifications, in addition to applicable rules and regulations of local jurisdictional agencies and key stake holders.
- K. The Inspector will provide Quality Assurance services and to assist in expediting the contractor's progress by minimizing conflicts and conflict resolution, identifying change order potential, detailing deficient work and repairs and other support related services. Inspectors should be available to start

immediately upon award of contract. Inspectors will be required to keep detailed daily inspection reports. Reporting requirements include producing and organizing the following documentation:

- Construction Contractor Progress including installed and completed work, construction crews and equipment on site, and specific contract conversations concerning construction issues
- Daily and Weekly construction photos including proper labeling/filing of same
- Testing lab results with immediate alerts to Authority Staff of failures
- Rain days, lost time due to heavy rains, completion of monthly time statements
- Participate in project coordination meetings
- Advise Authority of any site related activity which may impact future/past progress or activity which may significantly impact the construction quality.

**4. REPORTS AND INVOICING:**

- A. Inspector shall invoice monthly based agreed upon contracted quantities. No pre-payment shall be allowed.
- B. Inspector shall provide, at a minimum, an itemized invoice for each task.

**5. DELIVERY:** All invoices and completed work should be shipped to the Authority's contact person.

**6. OTHER SERVICES:** All details of services not specifically mentioned which are regularly furnished in order to complete this type of work will be furnished at the proposed pricing and shall conform in quality, workmanship, and service level to that provided by the practice as specified in the Request for Qualifications. The Proposer's proven track record and approach towards the successful implementation of these services are critical factors in the selection process.

**PART V  
PROPOSAL PREPARATION INSTRUCTIONS  
AND EVALUATION FACTORS**

- 1. Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFQ closing date unless a longer acceptance period is offered in the proposal.
- 2. Proprietary Information:** All material submitted to the Authority becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The Authority will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- 3. Exceptions:** Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.
- 4. Proposal Preparation Costs:** All costs directly or indirectly related to preparation of a response to the RFQ or any oral presentation required to supplement and/or clarify a proposal which may be required by the Authority shall be the sole responsibility of the Proposer.
- 5. Proposal Response:** Responses shall be clear and concise and shall include at a minimum: executive summary, title page, transmittal letter, index or table of contents, dividers for each section and all required attachments. One page shall be interpreted as one side of a double-spaced, printed, 8 ½" X 11" sheet of paper. The responses shall be no more than 25 pages. It is recommended that responses be submitted in ringed binders, metal spirals, or another bound format that best contains all required documentation for submission.
- 6. Proposal Format:** Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall include a title page, index or table of contents, dividers for each section and all required attachments and addendums to be organized in the following format by Tab and informational sequence:
  - a. **Tab 1 – Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
  - b. **Tab 2 – System Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for qualifications and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
  - c. **Tab 3 – Tasks:** Describe your technical plan for accomplishing required work. Include time-related displays, procedures or any other information related to the Scope of Work and your plan for accomplishment. The Proposer must state their compliance with the terms of this Request for Qualifications (RFQ) or clearly document any exceptions.
  - d. **Tab 4 – Prior Experience:** Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.
  - f. **Tab 5 – Personnel:** Include names, qualifications, and resumes of all professional personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.
  - g. **Tab 6 – Authorized Negotiator:** Include name, address, and telephone number of the person in your organization authorized to negotiate Contract terms and render binding decisions on contract matters.

h. Tab 7 – Attachments and Addendum: including Attachment A – Proposal Submittal Form, Execution, Attachment B – Reference Sheet, Attachment C – Subcontractor Form, and signed addendums (if applicable).

**7. EVALUATION CRITERIA:** The intent of the Authority is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal best meets the requirements and provides the best overall value to the Authority.

A. The Authority will conduct a comprehensive, fair, and impartial evaluation of all Statement of Qualifications received in response to this RFQ. Each Statement of Qualification will first be analyzed to determine overall responsiveness and completeness as defined in the Request for Qualifications. Failure to comply with the instructions or submission of a Statement of Qualifications that does not satisfy the requirements of the RFQ may result in the Statement of Qualifications being deemed non-responsive and may, at the discretion of the Committee result in the Statement of Qualifications being eliminated from further consideration.

**Weighted Criteria**

1) Respondent’s Team & Qualifications	25 points
a) Firm’s experience on projects of similar scope and complexity	
b) Team members experience and qualifications	
2) Project Approach	25 points
a) Demonstrated understanding of the scope of services	
b) Demonstrated understanding and experience with similar services with a public agency	
3) Respondent’s Past Performance	25 points
a) Availability of Resources to accomplish the work	
4) Respondent’s Capability/Capacity of comparable projects	25 points
a) Past Performance and Reference Checks	
b) Availability of Resources to accomplish the work	

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TOTAL	100 points
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B. An evaluation committee will be established to evaluate the proposal. The committee may include employees of the Authority and the Drainage District and may include other impartial individuals who are not employees of either organization. The evaluation committee will determine if discussions, and interviews are necessary. Award of a contract may be made without discussions or interviews. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The Authority may, at its discretion, elect to have respondents provide oral presentations of their proposal. The evaluation committee will evaluate the finalists and make a recommendation for award.

C. The Authority reserves the right to reject any or all proposals submitted, or to award to the respondent who in the Authority’s opinion, offers the best value to the Authority. The Authority also reserves the right to cancel the RFQ process and pursue alternate methods for providing the requirements.

D. The Authority reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.

E. The Authority reserves the right to waive any minor technicality, irregularities or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.

F. The Authority reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.

G. The Authority may develop a “short list” of qualified proposal and may determine that the

**8. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:**

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the Authority. The Authority reserves the right to negotiate any issue with any party.
- B. Any contact by the Respondent with the Authority with respect to this RFP, other than those submitted in writing, will result in disqualification of the Respondent’s proposal.
- C. Submission of proposal indicates the Respondent’s acceptance of the evaluation process and recognition that the Authority may make subjective judgments in evaluating the proposal to determine the best value for the Authority.
- D. If negotiations are successful, the Authority and Respondent may enter into an agreement. Final agreement requires approval by the Nueces River Authority Board of Directors. A representative knowledgeable of the offer **MUST** attend the Board meeting, at no cost to the Authority, when their item is being presented.
- E. If negotiations are unsuccessful, the Authority may formally end negotiations with that Respondent. The Authority may then:
  - i. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions, and cost with that Respondent.
  - ii. The Authority shall continue this process until an agreement is entered into or all negotiations are terminated.
- F. Execution of a contract is required prior to starting work and processing any payments to the awarded Respondent.

**9. POST AWARD MEETING:**

The Authority and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

- A. Provide Authority’s contact(s) information for implementation of the agreement.
- B. Identify specific milestones, goals, and strategies to meet objectives.

**ATTACHMENT A  
PROPOSAL SUBMITTAL FORM AND EXECUTION**

*NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.*

**By signature hereon, the Respondent certifies that:**

All statements and information prepared and submitted in the response to this RFQ are current, complete, and accurate.

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to an Authority employee in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this request for qualifications.

**RESPONDENT (COMPANY):** \_\_\_\_\_

**SIGNATURE (IN INK):** \_\_\_\_\_

**NAME (TYPED/PRINTED)** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**STREET:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**TELEPHONE AND FACSIMILE NO.:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**FEDERAL TAX IDENTIFICATION NUMBER (EIN):** \_\_\_\_\_

By submitting a response to this solicitation, the Respondent agrees that the Authority's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes.

**ATTACHMENT B  
REFERENCE SHEET**

**PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

**SOLICITATION NUMBER:** \_\_\_\_\_

**RESPONDENT'S NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. Nueces River Authority references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
**E-Mail Address** \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (      ) \_\_\_\_\_ Fax Number: (      ) \_\_\_\_\_
  
2. Company's Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
**E-Mail Address** \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (      ) \_\_\_\_\_ Fax Number: (      ) \_\_\_\_\_
  
3. Company's Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
**E-Mail Address** \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (      ) \_\_\_\_\_ Fax Number: (      ) \_\_\_\_\_

**FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY**

Nueces River Authority  
RFQ No. 22-03  
May 11, 2022

AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

**ATTACHMENT C SUBCONTRACTOR  
INFORMATION FORM  
COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

**SOLICITATION NUMBER:** \_\_\_\_\_

**RESPONDENT'S NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

- **CIRCLE ONE: NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT      NO**
- **YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT      YES**  
If yes complete the information below

1. Subcontractor Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (      ) \_\_\_\_\_ Fax Number: (      ) \_\_\_\_\_  
Describe work to be performed \_\_\_\_\_  
Percentage of contract work to be performed \_\_\_\_\_ %

2. Subcontractor Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (      ) \_\_\_\_\_ Fax Number: (      ) \_\_\_\_\_  
Describe work to be performed \_\_\_\_\_  
Percentage of contract work to be performed \_\_\_\_\_ %