



Nueces River Authority
539 S. Highway 83
Uvalde, Texas 78801
www.nueces-ra.org

REQUEST FOR PROPOSALS (RFP)

Nueces River Authority
Audit Services

SOLICITATION NUMBER
22-02

May 11, 2022

**PART I
 GENERAL REQUIREMENTS**

- 1. **PURPOSE:** The Nueces River Authority, herein after “the Authority,” seeks proposals from firms to serve as auditor. The Authority plans to select an auditor in accordance with the State Professional Procurement Act (Government Code, Chapter 2254).
- 2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Pages 1-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Pages 6-15
Part III – Supplemental Terms and Conditions	Pages 16-17
Part IV – Scope of Work	Pages 18-21
Part V – Proposal Preparation Instructions and Evaluation Factors	Pages 22-26
Attachment A – Proposal Submittal Form and Execution	Page 27
Attachment B – Reference Sheet	Page 28
Attachment C – Subcontractor Information Form	Page 29
Attachment D – Area for Evaluation of WW Needs	Page 30
Attachment E – Annual Financial Report	Page 31
Attachment F – Cot Breakdown for Nueces River Authority	Page 32

- 3. **AUTHORIZED CONTACTS:** For questions or clarification of specifications, you may contact:

John Byrum
Executive Director
Nueces River Authority
539 S. Highway 83
Uvalde, Texas 78801
Email: jbyrum@nueces-ra.org

The individuals 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:** The Authority intends to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	May 11, 2022
Deadline for submission of questions	May 25, 2022 @ 5:00 PM, CST
Authority responses to questions or addenda	June 1, 2022 @ 5:00 PM, CST
Deadline for submission of responses	June 8, 2022 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all the questions submitted and the Authority’s response to the questions shall be posted on the Civcast’s webpage in the form of an addendum at:

<https://www.civcastusa.com>

Questions shall be submitted in writing to the “Authorized Purchasing Contacts.” The Authority reserves the right to modify these dates. Notice of date change will be posted to the Authority’s website at:

<http://www.civcastusa.com>

5. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the Civcast website at <http://www.civcastusa.com> for any updates pertaining to the solicitation described herein. Various updates may include addenda, 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 updating the website.

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 J. Byrum II, Executive Director
539 S. Highway 83
Uvalde, Texas 78801**

- A. Sealed responses shall be clearly marked on the outside of packaging with the RFP 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 RFP 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 RFP response on a flash drive. The submittal is required to include all addenda and requested attachments. The RFP response along with samples and/or copies shall be provided at the Respondents expense and shall become the property of the Authority.
- B. This RFP 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 RFP; all costs associated with responding to this RFP will be solely at the interested parties' expense. Not responding to this RFP does not preclude participation in any future RFP/RFQ/IFB.
- D. **For your RFP submittal to be considered responsive, the attachments identified below shall be submitted with your proposal.**
- o **Addenda:** Addenda may be posted to this solicitation. Respondents are required to submit signed addenda with their sealed response. The Respondent shall be responsible for monitoring the Civcast's website at <http://www.civcastusa.com> for any updates pertaining to the solicitation.
 - o **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.
 - o **Attachment B: REFERENCE SHEET:** Provide the names, addresses, telephone numbers and e-mails of at least three (3) valid Municipal, River Authority, or 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.
 - o **Attachment C: SUBCONTRACTOR INFORMATION FORM:** Provide a signed copy of the Subcontractor Information Form with your response.
8. **CONFIDENTIALITY OF CONTENT:** As stated in Part II Section 2. of Authority Definitions, Standard Terms and Conditions, 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

**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 31st. 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

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. Auditor must not commence work under this agreement until all required insurance has been obtained and such insurance has been approved by the Authority. Auditor 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, Auditor must furnish the Authority with copies of all reports of any the occurrence within 10 days of occurrence.
 - 2. It is agreed that Auditor'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.
 - B. Upon expiration of the contract term, the auditor 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.
 - C. The contract term may be renewed for up to (4) four renewal periods upon mutual agreement of the Authority and the Auditor.

2. **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 auditing 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 RFP process.

3. **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. Awarded Auditor 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.
 - B. Require that all deliverables, to be provided by the Subcontractor, be provided in strict accordance with the provisions, specifications, and terms of the Contract;
 - C. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Auditor, with the Authority being named as an additional insured; and
 - D. Require that the Subcontractor indemnify and hold the Authority harmless to the same extent as the Auditor is required to indemnify the Authority.

4. **WORKFORCE**: Successful Auditor shall:
 - A. Ensure Auditor'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.

5. **PRICE INCREASE**: Contract prices for this project shall remain firm throughout the term of the contract.
6. **ACCEPTANCE/INSPECTION**: Acceptance/inspection should not take more than five (5) working days. The awarded Auditor 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 Auditor shall agree to reperform 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.
7. **PERFORMANCE REVIEW**: The Authority reserves the right to review the awarded respondents' performance anytime during the contract term.
8. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE**:
 - A. **Contractor'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 Auditor immediately should the point of contact change.
 - B. The Authority's designated representative is:

John J. Byrum II
Executive Director
Nueces River Authority
Phone: (830) 278-6810
E-mail: jbyrum@nueces-ra.org

PART IV SCOPE OF WORK

1. **BACKGROUND:** The Nueces River Authority (NRA), Uvalde, Texas herein after “Authority,” is soliciting RFPs to enter into an agreement with a qualified Individual, Firm, or Corporation, (Respondent), to provide the services detailed below as part of the Authority’s annual audit and reporting requirements as required by the State of Texas.

The Authority plans to select an auditor in accordance with the State Professional Services Procurement Act (Government Code, Chapter 2254). All pricing structures and rates shall be negotiated and agreed upon in writing by both parties prior to execution.

NRA Background Information

The NRA was created by the Texas legislature in 1935 as a conservation and reclamation district under Section 59, Article XVI, Texas Constitution. Unlike typical government agencies, NRA does not tax, issue permits or regulate. No state or federal tax revenues are appropriated to NRA. Revenue is mainly from services provided via negotiated contracts.

NRA has broad authority to (1) preserve, protect, and develop water resources; (2) provide for flood control, irrigation, navigation, wastewater treatment, solid waste disposal, municipal and industrial water supply, and water-quality control; (3) develop parks and recreation facilities; (4) finance water supply, water treatment, and pollution-control projects, and (5) receive state and federal grants and loans.

NRA is governed by a 21-member Board of Directors appointed for 6-year terms by the Governor of Texas. The Board appoints an Executive Director who manages the day-to-day operations of the authority. The Executive Director employs a workforce sufficient to perform the contracted work.

Description of NRA and Records to be Audited

NRA is a co-sponsor, with the City of Corpus Christi, of Choke Canyon Reservoir, a major municipal and industrial water supply of the Coastal Bend. NRA owns 20 percent of the water rights and works closely with the City to safeguard water quality and supply.

NRA contracted with Corpus Christi to finance and construct a 64” inch, 101-mile pipeline to deliver water from Lake Texana to Corpus Christi.

Since 1991, NRA has contracted with the Texas Commission on Environmental Quality to administer the Clean Rivers Program in the Nueces River Basin, and the Nueces-Rio Grande Coastal Basin. NRA conducts water quality monitoring to identify problems and concerns and manages the data.

NRA also developed and implements the EPA approved Lower Nueces River Watershed Protection Plan.

In addition to these, NRA works to strengthen the appreciation of basin water resources and the symbiotic relationship between land and water through educational programs. Staff uses a physical model of the watershed and other hands-on activities to educate thousands of students each year on how pollutants enter and contaminate rivers. The ↑2U Litter Prevention campaign, which the NRA created, promotes personal responsibility for clean rivers and beaches. NRA also developed a Remarkable Riparian field guide which educates citizens on the valuable contribution of riparian

vegetation of healthy creeks and rivers.

NRA owns and operates the Leakey Regional Wastewater System and has a division which contracts for operations of 5 wastewater treatment plants, and 2 water systems within the basin.

Contracts for project administration and management services to assist with funding and constructing capital improvements projects have also been a source of revenue for the Authority.

2. **SCOPE OF AUDITING SERVICES:** The specifications contained herein shall be construed as the minimum acceptable standards for the audit. All exceptions or equivalencies must be clearly labeled, fully explained, or documented, and included on a separate sheet of paper with your response. The selected respondent is responsible for the overall approach of the audit. The selected respondent will be required to work in conjunction with Authority staff throughout the audit and shall meet as requested to resolve any issues/problems that may occur.

Selected 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 items required and/or necessary to provide a complete audit of the NRA.

A. Financial Policies - Review of NRA's financial policy, investment policy, and purchasing policy. The Auditor will review the policy and offer input and recommendations on any suggested revisions to the policies.

B. Audit of Financial Records - The primary focus of the work will be to examine NRA's financial records in accordance with the generally accepted accounting principles (GAAP) as defined in the accounting standards for local governments published by the Governmental Accounting Standards Board (GASB). The work will include an examination for compliance with applicable accounting standards. The auditor will be required to determine whether the financial statements of NRA fairly present its financial position and the results of its operations in accordance with the GAAP. The funds and types of the NRA are detailed in Attachment D. The Authority's accounting records are maintained within Incode Software. Accounts Payable, Accounts Receivable, Payroll, and General Ledger applications are all processed via this software, and documentation is available for all applications. The Nueces River Authority Annual Financial Report for the fiscal year ending August 31, 2021, can be downloaded via the link listed in Exhibit E.

C. Evaluation of Internal Controls - The secondary focus of the work is an evaluation of NRA's internal controls. The auditor will be required to determine whether NRA's funds are subject to control systems to provide reasonable assurance that NRA's funds are managed in compliance with applicable laws, regulations, and agreements that may have a material impact on NRA's financial statements.

D. Fieldwork – The fieldwork for the audit will take place at the NRA General Offices in Uvalde, Texas.

E. Confidentiality of Audit Information – The auditor will be required to keep information related to the audit, including its working papers and information obtained from NRA in strict confidence. Other than reports submitted to NRA, the

auditor will be required to not publish, reproduce, or otherwise divulge such information, in whole or in part, in any manner or form, to any third party, or authorized or permit others to do so. The auditor will take all reasonable measures needed to restrict information access to the employees on its staff and NRA's staff and Board Members who must have the information on a need-to-know basis.

F. Retention of Records – The auditor will be required to retain audit reports and related working papers for a minimum of (5) years after completion of each audit. The auditor will make all audit documents available to NRA upon request by an authorized representative of NRA.

G. Deliverables – The auditor will provide monthly progress reports to the Executive Director during the audit process. The auditor will provide immediate notification to the NRA Secretary/Treasurer if evidence of fraud is found. Instances of fraud, waste, illegal acts, or indications of such, including all questioned costs, must be described in a separate written report to the NRA Board of Directors.

H. Management Letter – A management letter, if found to be necessary, should include a statement of audit findings and recommendations affecting the financial statements, internal controls, accounting systems, and any other material matters.

I. Exit Interview – The auditor will hold an exit interview with the Executive Director and the Board of Directors – Finance and Audit Committee to review the draft Audit Report and the management letter (if any).

J. Final Audit Report – Twenty-Five (25) hard and one electronic PDF copy of the final audit report and management letter (if any) will be submitted to NRA within 30 days of audit completion, but in any event, no later than 2nd Thursday in December of the year following the audit. NRA's fiscal year begins on September 1st and ends on August 31st of each year. Delivery of the report by this time allows for Board of Directors Review at the December meeting each year and submission to comply with state law.

K. Presentation of Final Audit Report – The auditor will make a summary presentation of the final audit report, and the management letter (if any) to the NRA Board of Directors at the December meeting each year.

An Engagement letter detailing your proposal and budget will be required prior to the beginning of the annual audit. The budget should include an estimate of reimbursable expenses by category.

3. REPORTS AND INVOICING:

- A. Auditor shall invoice monthly based on progress and development of the plan. No pre-payment shall be allowed.
- B. Auditor shall provide, at a minimum, an itemized invoice for each task and percentage complete.

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

5. 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 RFP. The Respondent'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 RFP 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 Respondent 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 RFP 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 Respondent
5. **Proposal Response:** Responses shall be clear and concise and shall include at a minimum: 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. It is recommended that responses be submitted in ringed binders, metal spirals, or another bound format that best contains all required documentation for submission. Responses shall include the attached "Cost Break Down" form (Attachment F) returned in a separate, sealed envelope marked "RFP 22-02 Audit Services Cost Break Down NRA" with your submittal. The Authority will open only the envelope of the selected respondent that is deemed the most ~~qualifies~~ qualified based on the weighted criteria specific in Section 7, Evaluation Criteria. All non-selected respondents' sealed envelopes will be returned unopened via certified mail. If a satisfactory contract cannot be negotiated with the selected respondent, the Authority will formally end negotiations and attempt to negotiate with the next most highly qualified respondent. This process will be repeated until a contract is entered into or until all submittals are rejected. Once the contract has been awarded, any changes to ~~the~~ fee schedule must be disclosed to the Authority 90 days prior to the fee changes taking effect.
6. **Proposal Format:** Prefacing the proposal, the Respondent shall provide a transmittal letter and an Executive Summary, together, 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 addenda to be organized in the following format by Tab and informational sequence:

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. (1-page limit)

Tab 2 – System Concept and Solution:

Define in detail your understanding of the requirements presented in the Scope of Work of this RFP 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. (3- page limit)

Tab 3 – Project Approach:

Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, samples, procedures, or any other information related to the Scope of Work and your plan for accomplishment. The plan must include a statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Respondent must state their compliance with the terms of this RFP or clearly document any exceptions. (5-page limit)

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. (5-page limit)

Tab 5 – Personnel:

Include names, qualifications, and resumes of the key professional personnel who will be assigned to the project. State the primary work that will be assigned to each person and the percentage of time each person will devote to this project. Provide experience in the resume demonstrating each person's experience in a similar project role. Provide a team organization chart within the allowed page count for this tab. (6-page limit)

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. (1-page limit)

Tab 7 – Attachments and Addenda:

Including:

Attachment A – Proposal Submittal Form, Execution,

Attachment B – Reference Sheet

Attachment C – Subcontractor Form, and signed addenda (if applicable).

(Pages as required by forms)

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. **Satisfying the Requirements of the RFP.**

The Authority will conduct a comprehensive, fair, and impartial evaluation of all Statement of Qualifications received in response to this RFP. Each Statement of Qualification will first be analyzed to determine overall responsiveness and completeness as defined in the RFP. Failure to comply with the instructions or submission of a Statement of Qualifications that does not satisfy the requirements of the RFP 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.

B. **Weighted Scoring Criteria.**

Understanding of Project Scope

System Concept and Solution (Tab 2) (15 points)

Project Approach & Timeline (Tab 3)..... (25 points)

Technical Qualifications / Firm’s Experience

Firm experience on projects of similar scope and complexity
(Tab 4) (20 points)

Project Team, Experience, and Commitment (Tab 5)..... (20 points)

Attachments and Addenda

Satisfy All Proposal Submittal Requirements (Tabs 1, 6, 7)..... (5 points)

Past Performance Reference Checks (Tab 7)..... (15 points)

C. **Evaluation Process**

An evaluation committee will be established to evaluate the PROPOSALS. The committee will include employees of the Authority and may include other impartial individuals who are not employees.

D. **Right to Request Additional Documentation**

The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The evaluation committee will determine if further discussions with Respondents are necessary. The Authority reserves the right to request further documentation or information and to discuss proposal response with any Respondent to answer questions or to clarify any aspects of the submitted PROPOSAL.

E. **Right to Perform Interviews**

The Authority may request interviews with one or more firms as may be determined necessary by the evaluation committee. The committee may develop a “short list” of qualified Respondents and may determine that the Respondents should be interviewed and/or provide a presentation of their PROPOSAL. The evaluation committee will evaluate the finalists and make a recommendation for award.

F. **Right to Award without Interviews**

The Authority reserves the right to make an award without interviews. The evaluation committee may evaluate the PROPOSALS and make a recommendation for selection without further discussions or interviews.

G. Right to Perform Additional Studies and Investigations

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

H. Right to Reject or Cancel the RFP

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 RFP process and pursue alternate methods for satisfying the project requirements.

I. Right to Waive Irregularities

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

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 RFP are current, complete, and accurate.

Respondent 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 RFP.

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 (FIN): _____

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. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes.

ATTACHMENT D
List of Funds

Fund 101 General Fund

Fund 201 Leakey Regional Wastewater Construction

Fund 202 Leakey Wastewater Operating

Fund 401 Utilities Operations

Fund 501 TWDB Grant Agreement Flood Infrastructure Fund for Green Lake

ATTACHMENT E
NUECES RIVER AUTHORITY
ANNUAL FINANCIAL REPORT
AUGUST 31, 2021

(Please download the Annual Financial Report via the link below)

[Financial – Nueces River Authority \(nueces-ra.org\)](https://nueces-ra.org/financial)

ATTACHMENT F

COST BREAKDOWN FOR NRA

Note: To be submitted separately in a sealed envelope marked "COST BREAK DOWN."

Indicate the estimated average hourly rate for the following levels.

	2022	2023	2024	2025	2026
Partner					
Manager					
Senior					
Juniors/Experienced Staff					
Accountants/Staff					
Other Expenses (travel, production of Audit Report, etc.					

Indicate the total cost of the audit on a per year basis for NRA:

Fiscal year 2022 financial records		\$
Fiscal year 2023 financial records		\$
Fiscal year 2024 financial records		\$
Fiscal year 2025 financial records		\$
Fiscal year 2026 financial records		\$