



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

**REQUEST FOR Qualifications
(RFQ)**

**Flood Plan
For
San Patricio County**

SOLICITATION NUMBER 21-03

06/09/2021

**RFQ No. 20-03
PART I
GENERAL REQUIREMENTS**

1. **PURPOSE:** The Nueces River Authority, herein after “the Authority” seeks proposals from firms experienced in conducting flood control assessments, developing drainage improvement projects, providing specific recommendations for prioritized areas of immediate concern, and developing master drainage plans.
2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6-7
Part III – Supplemental Terms and Conditions	Page(s) 8-9
Part IV – Scope of Work	Page(s) 10-11
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Attachment A – Proposal Submittal Form and Execution	Page 15
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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

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 City’s intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	6/09/2021
Deadline for submission of questions	6/30/2021 @ 5:00 PM, CST
Authority responses to questions or addendums	7/02/2021 @ 5:00 PM, CST
Deadline for submission of responses	7/16/2021 @ 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 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 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 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 Byrum, Executive Director
239 S. Highway 83
Uvalde, Texas 78802

- 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 addendums 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 request for proposal (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.**
 - **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 the Civcast website at <http://www.civcastusa.com> 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 two (2) 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

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

1. INSURANCE:

- A. Selected Respondent and any subcontractor will not be authorized to commence work under this agreement until all required insurance has been obtained and such insurance has been approved by the Authority.
- B. Selected Respondent must furnish to the Executive Director with the signed agreement a copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the Executive Director. The Authority must be listed as an additional insured on the General liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with COI. Project name and or number must be listed in Description Box of COI.
- C. A 30-written day notice of cancellation is required on all certificates or by applicable policy endorsements.
- D. Minimum Insurance Coverages are as follows:
 - 1. Bodily Injury and Property Damage Per occurrence – aggregate
 - 2. PROFESSIONAL LIABILITY (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.
 - 3. In the event of accidents of any kind related to this agreement, selected respondent must furnish the Authority with copies of all reports of any accidents within 10 days of the accident.
 - 4. Selected respondent shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at selected respondent's sole expense, insurance coverage written on an occurrence basis, with the exception of professional liability, which may be on a per claims made basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII. Selected respondent is required to provide Authority with renewal Certificates.
 - 5. In the event of a change in insurance coverage, selected respondent shall be required to submit a copy of the replacement certificate of insurance to Authority at the address provided below within 10 business days of said change. Selected respondent shall pay any costs resulting from said changes. All notices under this Article shall be given to Authority at the following address:

Nueces River Authority
Attention: Executive Director
539 S. Highway 83
Uvalde, Texas 78001

- 6. Selected respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
 - a. List the Authority and its officers, officials, employees, and appointed representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the Authority with the exception of the Professional Liability/Errors & Omissions policy.
 - b. Provide for an endorsement that the "other insurance" clause shall not apply to the Nueces River Authority where the Authority is an additional insured shown on the policy.

- c. If the policy is cancelled, other than for nonpayment of premium, notice of such cancellation will be provided at least 30 days in advance of the cancellation effective date to the certificate holder.
 - d. If the policy is cancelled for nonpayment of premium, notice of such cancellation will be provided within 10 days of the cancellation effective date to the certificate holder.
7. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Selected respondent shall notify the Authority of such lapse in coverage and provide a replacement Certificate of Insurance and applicable endorsements to Authority. The Authority shall have the option to suspend selected respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
 8. In addition to any other remedies the Authority may have upon selected respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the Authority shall have the right to withhold any payment(s) if any, which become due to selected respondent hereunder until selected respondent demonstrates compliance with the requirements hereof.
 9. Nothing herein contained shall be construed as limiting in any way the extent to which selected respondent may be held responsible for payments of damages to persons or property resulting from selected respondent's or its subcontractor's performance of the work covered under this agreement.
 10. It is agreed that selected respondent's insurance shall be deemed primary and noncontributory with respect to any insurance or self-insurance carried by the Nueces River Authority for liability arising out of operations under this agreement.
 11. 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 Engineer 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. **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 Engineering design 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.

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. 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 selected respondent, 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 selected respondent is required to indemnify the Authority.
 - D. Awarded respondent 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.

4. **WORKFORCE:** Selected respondent (successful Engineer) shall:
 - A. Ensure Engineer'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 (15) working days. The successful engineer 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 successful Engineer 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 successful engineer's performance anytime during the contract term.
8. **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

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 a qualified Individual, Firm, or Corporation, (Respondent), to provide a Flood Plan, herein after referred to as “Services”. All pricing structures and rates shall be negotiated and agreed upon in writing by both parties prior to execution.

The Nueces River Authority has a contract with San Patricio County, Texas to development a Flood Plan for the County.

- 2. 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 overall approach of the development of the Flood Plan and will be required to work in conjunction with Authority staff throughout the project. 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 Flood Plan for San Patricio County.

Suggested Scope:

1. Flood Control Assessment

- a. Review flood events within the region. Review loss of property and any loss of life resulting from flood events.
- b. Review building and development codes, local regulations, and zoning within planning area relevant to existing and future flood risk.
- c. Review risk to agricultural and natural resources.
- d. Develop infrastructure and natural streams database to document (1) historic and (2) existing conditions of the stormwater management system and natural streams within the County.
- e. Assess existing infrastructure.
- f. Conduct a vulnerability analysis using hydrologic and hydraulic modeling to estimate flood risks and areas vulnerable to risks, types of flood risks to life and property identifying areas most at risk of flood impacts.
- g. Review proposed infrastructure flood mitigation projects and provide a summary of existing flood planning documents within the region.
- h. Develop a flood mitigation plan to include projects that focus on improving stormwater management and reduces flood risk. Include a layer to the model developed in f. above to identify the anticipated effectiveness of the proposed mitigation plan.

- 3. DESCRIPTION OF PROJECT NEED:** The purpose of the San Patricio County Flood Plan is to analyze the watersheds throughout the County, develop a framework for drainage improvement projects, provide specific recommendations for prioritized areas of immediate concern and provide the County with the tool needed for drainage control. The end result will be a plan that includes recommended improvements and provides recommendations for infrastructure improvements prioritization.

The Respondent shall include in their proposal a recommended scope of task needed to complete the project purpose and goals.

4. REPORTS AND INVOICING:

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

- 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 Proposals. 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 solicitation.
- 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 proposal 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, and 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.

i. Weighted Criteria

Technical Qualifications

Firm's Experience

Experience on projects of similar scope and complexity (10 points)

Demonstrated capability/capacity on comparable projects (15 points)

Past Performance and Reference Checks (15 points)

Team Experience

Team members with experience and qualifications (10 points)

Team members experience with work of similar scope and complexity (15 points)

Availability of Resources to accomplish the work (10 points)

Understanding of Project Scope

Demonstrated understanding of scope of services (15 points)

Demonstrated understanding and experience with similar service with a public agency (10 points)

B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the Authority and the San Patricio County 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 Respondent(s) should interview and/or provide a presentation of their proposal.

8. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

- A. A proposal presented in response to this RFQ is subject to negotiation concerning any issues deemed relevant by the Authority. The Authority reserves the right to negotiate any issue with any party. Any contact by the Respondent with the Authority or San Patricio County or the other entities within the County listed herein regarding this RFQ, other than those submitted in writing, will result in disqualification of the Respondent's proposal.
- B. 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.
- C. If negotiations are successful, the Authority and Respondent may enter into an agreement. Final agreement is subject to 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.
- D. 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.
- E. The Authority also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- F. An independent signed authorized contract will be sent to the successful Respondent. Execution of a Nueces River Authority 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 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 proposals.

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 City'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 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
Title 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 %

- *Add additional pages as needed*