



NUECES RIVER AUTHORITY
539 S. Highway 83
Uvalde, Texas 78801
www.nueces-ra.org

REQUEST FOR QUALIFICATIONS (RFQ)

**CONVEYANCE SYSTEM ENGINEERING &
CONSULTING SERVICES ASSOCIATED
WITH NEW WATER FOR SOUTH TEXAS
PROJECT**

**SOLICITATION NUMBER
FY26-01**

September 29, 2025

PART I GENERAL REQUIREMENTS

1. PURPOSE:

BACKGROUND: The Nueces River Authority, herein after “the Authority” has proposed Seawater Desalination for potable water supply referred to as the New Water For South Texas Project. The initial phase of the project consists of a 100 MGD seawater desalination treatment plant located on Harbor Island (to be designed and constructed by others) and approximately 116.5 miles of 84” diameter pipe, 38.2 miles of 72”, and 35.6 miles of 48 “ pipe, 1-100 MGD pump station, 2-100 MGD booster Pump stations, 20 water delivery flow meter/valve stations, and a SCADA system to monitor and control the operations of the proposed conveyance system.

The Authority will use this RFQ procurement package for its intentions to award 1-professional engineering services contract for Conveyance Program Management Services, 4 for conveyance line design services, and 1 for the pump station and 2 booster station design services.

This RFQ seeks proposals from firms experienced in providing design services and specifications for municipal water conveyance and pump station improvements design and specifications. Attachment 1 is a drawing of the proposed project.

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 6-8
Part III – Supplemental Terms and Conditions	Pages 9-10
Part IV – Scope of Work	Pages 11-12
Part V – Proposal Preparation Instructions and Evaluation Factors	Pages 13-16
Attachment A – Proposal Submittal Form and Execution	Page 17
Attachment B – Reference Sheet	Page 18
Attachment C – Subcontractor Information Form	Page 19
Attachment D – Area for Evaluation of WW Needs	Pages 20-21

3. AUTHORIZED CONTACT: The authorized contact for this procurement process is:

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

The individual listed above is the only authorized contact for this solicitation, however any and

all questions or request for clarifications related to this procurement process are to be submitted via the www.civcastusa.com website. Questions or request for clarifications submitted will be addressed on the Civcast site. 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	September 29, 2025
Deadline for submission of questions	October 8, 2025 @ 5:00 PM, CST
Authority responses to questions or addenda	October 15, 2025 @ 5:00 PM, CST
Deadline for submission of responses	October 22, 2025 @ 3:00 PM, CST

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>

Questions shall be submitted in writing on the www.civcastusa.com website. 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 site at <https://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 Byrum, Executive Director
539 S. Highway 83
Uvalde, Texas 78802**

- A. Sealed responses shall be clearly marked on the outside of packaging with the RFQ Solicitation title, number, due date and "DO NOT OPEN."
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.
- D. No response can be withdrawn after opening without written approval from the Authority for an acceptable reason.
- E. The Authority will not be bound by any oral statement or offer made contrary to the written proposal.

- F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the Authority.
- G. Receipt of all addenda to this RFQ must be acknowledged, signed, and included with the proposal response.
- H. Late Proposal(s) will not be considered under any circumstances and will be returned unopened if a return address is provided.

7. **RESPONDENT REQUIREMENTS:** The Authority makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

- A. Respondent shall submit one (1) evident signed "Original" and two (2) identical-to-the-original electronic copies of the RFQ response on a flash drive. The submittal is required to include all addenda and requested attachments. The RFQ response along with samples and/or copies shall be provided at the Respondents' expense and shall become the property of the Authority.
- B. RFQ does not commit the Authority to contract for any supply or service.
- C. Respondents are advised that the Authority will not pay for any administrative costs incurred in response of preparation to this RFQ; all costs associated with responding to this RFQ will be solely at the interested parties' expense. Not responding to this RFQ does not preclude participation in any future RFP/RFQ/IFB.
- D. **For your RFQ submittal to be considered responsive the attachments identified below shall be submitted with your proposal.**
 - 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 name, address, telephone number, and **e-mail** 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.

F. Required Elements of the SOQ

- 1. SOQs shall be clearly marked with one of the contract descriptions below:

- Program Manager Services
- Pump Station & Transmission Segment Design Services

Important Note: Firms submitting for Program Manager Services shall include adequate information in their proposal to demonstrate past program management experience as well as program management approaches to be used for this contract. In addition, Program Manager Firms shall demonstrate qualifications and experience with the design of large diameter waterlines, and pump stations similar to that required for the New Water For South Texas Project.

Firms submitting for Program Manager Services do not need to submit separate proposals to be considered for Pump Station or Transmission Segment Design Services – you will automatically be considered for that contract if not selected for Program Manager Services. If your Firm only wants to be considered for Program Manager and not Pump Station or Transmission Segment Design Firm, please clearly indicate this in your submittal cover letter. If an alternate team is being proposed for Pump Station & Transmission Segment Design Services, and if necessary, please provide an alternate Organizational Chart and information on the team members including resumes, estimated percentages of work, and estimated subconsultant percentage of work. A maximum of 25 pages (an additional 5 pages) will be allowed to accommodate an alternate organization chart and resumes.

2. SOQs shall be limited to 20 pages total (25 pages for Firms proposing an alternate organizational chart and resumes for Pump Station & Transmission Segment Design Services).
 3. SOQ elements are required to be submitted in the following format listed under Sub- sections A & B.
 4. SOQ required elements for both the Program Manager Firm and Pump Station & Transmission Segment Design Firm are provided below:
8. **CONFIDENTIALITY OF CONTENT:** As stated in Part V, Paragraph 2 of this RFQ, 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. **INSURANCE:**
 - A. Consultant must not commence work under this agreement until all required insurance has been obtained and such insurance has been approved by the Authority. Consultant must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
 - B. Consultant 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, Consultant must furnish the Authority with copies of all reports of any accidents within 10 days of the accident.
 4. Consultant shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Consultant'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-
 5. Consultant is required to provide Authority with renewal Certificates.
 6. In the event of a change in insurance coverage, Consultant 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. Consultant 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

7. Consultant 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 elected representatives as additional insured by endorsement, as respect to 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.
8. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant 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 Consultant'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.
9. In addition to any other remedies the Authority may have upon Consultant'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 Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
10. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractor's performance of the work covered under this agreement.
11. It is agreed that Consultant'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.

12. 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 Construction of the project is complete.
 - 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 Engineer, 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 Engineer is required to indemnify the Authority.
 - D. Awarded Engineer 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:** 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 (5) working days. The awarded 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 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 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 Engineer 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:** Nueces River Authority (NRA) was created by the Texas legislature in 1935 to preserve protect and develop water resources, provide for flood control, irrigation, parks and recreational facilities, finance water supply, water treatment, and pollution control projects. Using the foresight of our elected representatives the Authority's Board of Directors approved the following mission statement in January 2022.

"Utilizing our statutory charge to provide trusted services to meet the needs of the people and environment; ensuring that future citizens will have adequate supplies of clean water where both people and wildlife can live, prosper, and enjoy the natural beauty and biologically rich environment of the Nueces River basin."

The Authority is focused on fulfilling its role of water supply development with its current attention on seawater desalinization. The impacts of prolonged drought have exposed the critical need for new sustainable water supplies. The combined capacity of the lakes in the Nueces basin is currently at less than 13%. These low levels combined with the water supply deficits projected in State Water Plan for 2030 and 2070 require leadership and action compatible with the strategies adopted by the state legislature.

At their meeting on November 15, 2024, the Board of Directors authorized its executive director to begin formal negotiations on property rights and permits needed to design, construct, and operate a seawater desalination facility on Harbor Island. The Authority now has a lease for the property and permits needed for the treatment plant will soon be in draft form.

The New Water for South Texas Project is proposed as a regional project intended to serve the entire 17,500 square mile Nueces River Basin and beyond as needed. The State of Texas renewed interest in larger regional projects serving multiple areas offer benefits of lower cost due to economies of scale and as well as overall lower operating cost.

- 2. CONVEYANCE PROJECT SCOPE:** The Authority seeks Statements of Qualification ("SOQ") from Firms who can adequately demonstrate they have the resources, experience, and qualifications to provide the Authority with quality Engineering Services for the Conveyance System of the New Water For Texas Project. This Request for Qualifications is being issued for the following services:

– Program Manager Services (includes one (1) Pipeline or Pump Station Design Segment) – 1 Firm

– Pipeline Segment Design Services – up to 4 Firms for pipeline design with SCADA and Specification experience.

- A. The specifications contained 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 selected respondent is responsible for the overall approach of design and specifications of the project. The selected respondent will be required to work in conjunction with Authority staff throughout the project and shall meet as requested to resolve any issues/problems that may occur.

Selected respondents 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 in order to provide a complete feasibility study and the other phases of the project outlined below.

3. Program Manager Services

Section 1: Respondent Firm/Team

- a. Clearly present and describe the proposed project team. Identify each Firm on the team, headquarters location and their responsibility during design and the estimated percentage of the work to be executed in each Firm's office. Include the name, address, and telephone number of the Firm submitting the proposal, background of the Firm and the name of the individual authorized to represent the Firm. The Firm should identify its Texas Board of Professional Engineers (TBPE) number.

Explain the proposed management structure of your team and the relationship of all team member Firms or joint venture partners (if any). If a joint venture is proposed, provide supporting information to document the ownership and relationship of partners.

- b. Clearly describe the communication plan for your team (internal and with NRA) and explain how you will manage the delivery and quality of deliverables from multiple organizations and offices, if required. Describe the division of work (by engineering discipline, facilities, or other as appropriate) between the Prime Firm and subconsultants.

Section 2: Project Organization and Staffing

- a. Team Personnel - Provide a description and organizational structure for the proposed team and subconsultants, including the following key project personnel, at a minimum: Principal-In-Charge, Project Manager, Quality Control Manager, Lead Design Engineer, Lead Corrosion Protection Engineer, Lead SUE Engineer, and project engineering leads for the identified project specific disciplines. Clearly describe the experience and capabilities of the proposed personnel to meet the requirements of the Project. The proposed Project Manager must be a registered and licensed professional engineer in the State of Texas.
- b. Provide resumes for team personnel that includes the following information:
 1. Name
 2. Name of Firm

3. Position for this project
 4. Responsibility
 5. Current and proposed office location for the duration of this project
 6. Number of years with current Firm
 7. Role of past projects presented in “Experience and Past Performance,” below.
 8. Total years of experience and years of experience in the role proposed
 9. Education and degree
 10. Registrations
- c. Quality management processes. This is a high-priority project for the Authority and its stakeholders and will require a detailed and implementable Quality Management Plan (QMP). Explain your proposed QMP and include any proposed quality management activities in your design schedule. The expectation is that the Prime Firm will ensure that both the Prime Firm and its subconsultants complete internal Quality Control (QC) prior to the submittal of deliverables to the Authority. The Authority will review all design deliverables, provide written comments, and tracking of comment resolution. The proposed document control system will be web-based for the distribution of deliverables and should include Quality Review Forms (QRF).

Section 3: Project Understanding and Approach

- a. For the detailed design phase, provide a general discussion of your technical approach to accomplishing the scope of work identified herein. Clearly describe how the design work will be divided among your team for the design of your segment, how you will establish and utilize standard design criteria among all pump station, transmission segments, SCADA design firms, and a specification committee (one member from each design team will be appointed to the specification committee) how you will ensure all design work products are standardized in format and presentation, and how you will ensure all firms will meet individual deadlines in order to achieve the overall schedule.
- b. Describe your team communication approaches to be used for this project. Specifically, address how you will manage the Pump Station, Transmission Segment, and SCADA Design Firms and the Specification Committee.
- c. Identify project risks and associated mitigation strategies to be used to complete the design within the proposed timeframe.
- d. Describe your proposed method of cost estimating to generate opinions of probable construction costs.
- e. Present your suggested approach to construction packaging which will encourage contractor participation and competition, schedule compliance, and qualified contractors with appropriate skills and qualifications.
- f. Present any innovative ideas with respect to planning, engineering, materials selection, construction, startup/testing, and the expected benefit (contract procurement, cost reduction, risk elimination, etc.).

Section 4: Experience and Past Performance

- a. Provide a description of past projects of similar scope and complexity including program management, large diameter pipeline design, utility relocation, corrosion protection design, and other design elements that demonstrate your team's ability to provide the scope of services required under the selected contract. To be considered, projects must be at least 50% complete with construction or have been completed within the last 15 years.
- b. Document the extent to which team members (within the Prime Firm and proposed subconsultants) have worked together on previous projects.
- c. Provide client reference information for each project including phone number and email address. It is highly recommended that Respondents contact references prior to the submittal of proposals to confirm they will provide a reference once contacted. In the event the Authority cannot reach clients or if clients do not provide references, a score of zero will be applied to the appropriate evaluation criteria.

4. Pipeline Design Services

Section 1 – Conveyance Specification Committee - Each pipeline design firm will provide one registered professional engineer to serve on the specification committee.

Section 2 – Pipeline Design

- a. Site assessment: Conduct a comprehensive site visit and review existing conditions, utility infrastructure, and available background studies.
- b. Route evaluation: Develop and assess alternative pipeline alignments, considering constructability, environmental impacts, permitting, and land/easement acquisition requirements.
- c. Technical Memorandum: Prepare a technical memorandum outlining alternative options, design methodologies, cost estimates, and implementation timelines.
- d. Design calculations: Perform all necessary hydraulic, stress, and structural calculations to determine pipe wall thickness, support systems, and material specifications. This includes:

- a. Internal pressure design: Account for both operating and transient (surge) pressures.
- b. External load design: Consider backfill material, traffic (vehicle, rail), and buckling forces.
- c. Pipe-soil interaction analysis: Perform analysis for various soil conditions and installation methods, especially for buried pipelines.
- e. Design development: Prepare design documents and drawings at 30, 60, 90 and 100 percent of completion, incorporating feedback from the Conveyance Program Manager, and Owner.
- f. Permitting support: Assist the Program Manager and Owner in preparing and submitting all necessary permit applications to regulatory agencies.
- g. Geotechnical investigation: Specify and oversee geotechnical investigations to inform the design of foundations, earthwork, and shoring.
- h. Cost Estimates: Develop a detailed final engineer's cost estimate for the bid package.
- i. Bidding assistance: Assist Conveyance Project Manager with engineering support as requested during the bidding phase, including attending pre-bid meetings and respond to bidder questions as requested.
- j. Addenda issuance: Assist the Conveyance Project Manager in the preparation of any necessary addenda to the bid package to clarify design intent as requested.
- k. Technical bid evaluation: Assist Conveyance Project Manager and Owner in review and evaluation of contractor proposals to ensure they meet technical requirements.
- l. Pre-construction support: Attend the pre-construction meeting and assist with contractor onboarding as requested by the Conveyance Project Manager.
- m. Review of submittals: Review contractor-submitted materials and shop drawings for conformance with the design as requested by Conveyance Project Manager.

- n. Requests for information (RFIs): Respond to RFIs from the contractor throughout construction as requested by Conveyance Project Manager.
- o. Regulatory compliance: Ensure the design complies with all applicable federal, state, local, and project specification committee specifications and regulations.

Section 3 Deliverables

- a. Each pipeline design firm must provide a comprehensive set of deliverables at each phase of the project.
- b. Design plans: A complete set of construction plans at 30%, 60%, 90% and bid-ready construction plans, including civil, structural, and other relevant sheets.
- c. Engineer's estimate: A comprehensive engineer's estimate of the probable construction cost.
- d. Design reports and memos: Documentation of all engineering analysis, calculations, and design decisions.
- e. Permit applications: designer shall coordinate with the Conveyance Program Manager and complete all required permit applications as requested. All completed permit application packages shall be forwarded to the Conveyance Project Manager for submittal.

Section 4. Project schedule

The design firm must follow the project schedule provided by the Owner or propose a schedule that meets project objectives.

1. REPORTS AND INVOICING:

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

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

3. 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 RFQ. 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 90 (90) calendar days subsequent to the RFQ closing date unless a longer acceptance period is offered in the proposal.
2. **Proprietary Information:** All material submitted to the Authority becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The Authority will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.
Failure to identify proprietary information will result in all unmarked sections being deemed non- proprietary and available upon public request.
3. **Exceptions:** Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.
4. **Proposal Preparation Costs:** All costs directly or indirectly related to preparation of a response to the RFQ or any oral presentation required to supplement and/or clarify a proposal which may be required by the Authority shall be the sole responsibility of the Proposer.
5. **Proposal Response:** Responses shall be clear and concise and shall include at a minimum: 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.
6. **Proposal Format:** Prefacing the proposal, the Proposer 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 RFQ 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 Proposer must state their compliance with the terms of this RFQ 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.

(4-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 RFQ.

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 RFQ. 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.

B. Weighted Scoring Criteria.

Understanding of Project Scope

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

Project Approach (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 RFQ

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 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 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.
- B. Any contact by the Respondent with the Authority with respect to this RFQ, 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 McMullen County Commissioner's Court. A representative knowledgeable of the offer MUST attend the Commissioner's Court 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. An independent authorized contract will be sent to the successful Respondent. Execution of a contract is required prior to starting work and processing any payments to the awarded Respondent.

9. **POST AWARD MEETING:**

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

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

**ATTACHMENT
A
PROPOSAL SUBMITTAL FORM AND
EXECUTION**

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

By signature hereon, the Respondent certifies that:

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

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

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

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 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 THE 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

ATTACHMENT D

Conveyance Drawing



LEGEND:

	TRANSMISSION LINE CORRIDOR
	PROPOSED BOOSTER PUMP STATION

