

## **NOTICE OF REQUEST FOR QUALIFICATIONS**

The Town of Rancho Viejo, Texas is seeking Statements of Qualifications (“SOQ”) for the provision of professional engineering services. This Notice and Request for Qualifications is authorized by the Board of Aldermen. All submissions must be in compliance with the Request for Qualifications packet and submitted no later than 4:00 p.m. on February 15, 2023.

The Town anticipated the following schedule associated with this RFQ:

- Issue RFQ January 13, 2023
- Pre-Submission Conference February 7, 2023, at 10:00 a.m.
- Deadline for questions / clarifications February 9, 2023
- Submittals (Closing Date) February 15, 2023, at 4:00 p.m.
- Board of Aldermen Award March 14, 2023

A Request for Qualifications packet, containing all required information, may be found online at [www.ranchoviejotexas.com](http://www.ranchoviejotexas.com) or may be requested in person at the:

Town Municipal Office  
3301 Carmen Avenue  
Rancho Viejo, Texas 78575  
Phone: (956) 350-4093

No fax submissions will be accepted. No late submissions will be accepted. All submissions received after the deadline will be returned unopened.

**TOWN OF RANCHO VIEJO  
REQUEST FOR QUALIFICATIONS  
PROFESSIONAL ENGINEERING SERVICES**

ISSUE DATE: January 13, 2023

CLOSING DATE: February 15, 2023

Potential Service Providers (“Providers”) must submit Statements, consisting of an original and six (6) copies. Statements must be received on or before 4:00 p.m. on the Closing Date at the:

Town Municipal Office  
3301 Carmen Avenue  
Rancho Viejo, Texas 78575  
Phone: (956) 350-4093  
Fax: (956) 350-4156  
[www.ranchoviejotexas.com](http://www.ranchoviejotexas.com)

Attention: Mayor Maribel Guerrero

## I. GENERAL INFORMATION

**1.01. Background:** Rancho Viejo, Texas is a beautiful community perfectly situated between the South Texas cities of Brownsville and Harlingen. This peaceful community is built around stunning tropical waterways known as “Resacas”. Rancho Viejo, Texas registered a 2020 census population of 2,838, and is named from a ranch in that area named “Rancho Viejo” or old ranch.

**1.02. Statement of Purpose:** The Town of Rancho Viejo (the “Town”) is soliciting Statements of Qualification (the “Statement”) from Potential Service Providers (“Providers”) for the provision of timely and professional engineering services on an “as-needed” basis. This Request for Qualifications (“RFQ”) is authorized by the Board of Aldermen. Any resulting contract(s) will be awarded by the Board of Aldermen and administered by the Mayor and the Town Administrator. Anything in this RFQ to the contrary, the contract award shall NOT be on the basis of competitive bids, but on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price.

**1.03. General Terms:**

- A. Issue Date: is January 13, 2023.
- B. Closing Date: is February 15, 2023, at 4:00 p.m.

**1.04. Schedule and Dates:** The Town anticipated the following schedule associated with this RFQ:

- Issue RFQ January 13, 2023
- Pre-Submission Conference February 7, 2023, at 10:00 a.m.
- Deadline for questions / clarifications February 9, 2023
- Submittals (Closing Date) February 15, 2023, at 4:00 p.m.
- Board of Aldermen Award March 14, 2023

Any contract awarded under this RFQ will begin on the date specified in the contract (the “Effective Date”).

**1.05. Term:** A contract awarded under this RFQ will be for ONE (1) year beginning on the Effective Date (the “Primary Term”). Any contract awarded under this RFQ may include a provision that it will automatically renew, at the Town’s option, for two ONE (1) year term(s) to commence immediately following the termination of the prior term (the “Renewal Term”). Any contract resulting from this RFQ may, at the Town’s sole discretion, contain a provision that specifies that either party may notify the other party in writing of its intention not to renew at least SIXTY (60) days prior to the expiration of the then current term.

**1.06. Designated Contact and Form of Inquiry:** All questions and Statements should be directed to: Maribel Guerrero, Mayor. All questions should be submitted in writing no later than seven (7) business days prior to the Closing Date. The Town will distribute via its website written answers to all submitted questions. To ensure a fair and objective evaluation of all proposals, firms

are required to submit all inquiries as provided in this section 1.06, and shall not communicate with any other Board member or Town employee regarding the RFQ.

## **II. SCOPE OF SERVICES**

**2.01. Services Description:** The Provider may be asked to perform a variety of services. These services may include but are not limited to:

- A. Management of capital improvements projects by designing projects and reviewing design projects completed by others.
- B. Reviewing proposed sub-division maps.
- C. Develop and manage public works improvement projects and serve as the Town's representative.
- D. Aiding the Town with capital improvements planning: including but not limited to identifying future needs and areas of future concern.
- E. Recommends and sets engineering policy, practices and standards relating to construction of public infrastructure.
- F. Performs other duties as assigned.
- G. **Independent Contractors:** Should the need arise for the Town to retain the services of a 3<sup>rd</sup> party contractor (the "Independent Contractor"), the Provider, when instructed by the Town, shall advise the Town in the hiring of said Independent Contractor. In addition, the Town, at its sole discretion, may require the Provider to act as the primary contact and liaison between the Independent Contractor and the Town.

**2.02. Required Qualifications:** The Statement should demonstrate that the Provider has the requisite skill and knowledge to perform all duties under the contract. Those skills shall include but not be limited to a Bachelor's degree in Civil Engineering or a Bachelor's degree in Engineering with an emphasis in Civil Engineering, and a current Professional Engineering License issued by the Texas Board of Professional Engineers. The Provider shall have a minimum of five (5) years' work experience performing similar functions as herein described. Said experience shall include management of engineering projects of a similar nature to that described in this RFQ. Should the Provider be a corporation, partnership, limited liability company, or other business entity, the Provider must designate an individual to be the primary contact and oversee (the "Lead Engineer"). It is strongly preferred that the experience requirement set out in this paragraph be met by the Lead Engineer. Furthermore, Provider shall maintain an office in Cameron County and said office shall have primary responsibility for servicing the Town.

**2.03. Skills and Abilities:** The Provider must be able to:

- A. Cooperate with the Town staff, the public, vendors, salespersons, elected officials, suppliers, contractors, etc.
- B. Maintain a professional manner when dealing with the public.
- C. Provide leadership and create initiative
- D. Operate various types of equipment appropriate to the profession.
- E. Communicate technical information and gain understanding of planning concepts, code interpretations and design coordination.
- F. Make advanced mathematical computations and utilize engineering software that is necessary to effectuate a solution to any civil engineering issue that may arise.

- G. Comprehend reference materials, professional journals, technical reports, financial reports, policies, procedures, laws, ordinances, manuals, plans, blueprints, graphs, contracts, specifications, grant submittals, memos, and general correspondence.
- H. Understand and have familiarity with the Cameron County road system (specifically, the Cameron County road system adjacent to the Town, I 69E US 77/83, FM 1732).
- I. Comprehend proposed subdivision maps.
- J. Have a working knowledge of public works projects including but not limited to: drainage systems and roads.

**2.04. Basis of Payment:** Payment for proposed services will be based upon fixed unit rates, or hourly rates, as negotiated by Town and Provider and included in the final contract. **Unit rates are to be inclusive of all overhead including any mileage and travel time.**

**2.05. Non-Exclusivity:** It is the intent of this RFQ that the Provider will act as Town engineer as that term is used in Town's Code of Ordinances. Notwithstanding any provision to the contrary, the Provider shall not be guaranteed exclusivity in the performance of engineering services to the Town. The Town may, at its sole discretion, choose to hire a 3<sup>rd</sup> party to render engineering services to the Town for specific projects. Furthermore, the Town makes no representations or guarantees to the Provider with regard to the level or amount of billable activity.

**2.06. Insurance:** The selected Service Provider will be required to maintain liability insurance in the following coverages and amounts:

- A. General Liability Insurance: **ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00).**
- B. Proof of Automobile Liability Insurance.
- C. Worker's Compensation and Employer's Liability Insurance: **FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$500,000.00)**
- D. Professional Liability (Errors and Omissions) Insurance: **ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00).**

**2.07. Indemnification:** The selected Provider will be required to indemnify or hold harmless the Town from claims and liabilities resulting from any and all negligent acts or omissions of the Provider or persons employed by the Provider. This requirement is authorized by Tex. Gov't Code § 2254.0031.

### **III. CONDITIONS FOR RFQ**

**3.01. Preparation of Statement:** The Statement will be prepared in accordance with the requirements herein set forth. All information required by this RFQ shall be furnished or risk being deemed nonresponsive.

**3.02. Number of Copies of Statements Needed:** All Statements must be in sealed envelopes or boxes and must be labeled. Original Statements must be clearly marked "ORIGINAL" and contain all original signatures. The Provider shall provide the original plus six (6) copies of the Statements and an electronic copy. No other distribution of the Statement will be made by the

Provider. On each copy the Provider shall print or type his/her name and manually sign the Statement. If an entity is the Provider, the Lead Engineer shall print or type the name of the entity and manually sign his/her name to the Statement.

**3.03. Deadline for Receipt of Statements:** The deadline for receipt of Statements is the Closing Date. A resubmission, following withdrawal of a previously submitted Statement, must be received prior to this deadline. Notwithstanding anything in this RFQ to the contrary, the Town reserves the right to extend the deadline at its sole discretion.

**3.04. Late Statements:** Late Statements shall not, under any circumstances, be accepted. The Town will not be responsible for unmarked/improperly marked Statements or for Statements delivered to the wrong location.

**3.05. Withdrawal of Statements:** Statements may be withdrawn at any time prior to the Deadline for Receipt of Statements. After this deadline, Statements will become the property of the Town.

**3.06. Nonresponsive Statements:** To be considered responsive, a Statement must set forth full, accurate, and complete information as required by this RFQ. A Statement may be considered nonresponsive, and not considered further, when screening requirements are not satisfied, as stated below:

- A. The Provider's Statement does not contain all of the items listed in Title IV.
- B. Significant portions of the Provider's Statement are not typewritten and clearly legible.
- C. The Provider does not submit an original and six (6) copies of the Statements (See Section 3.02.).
- D. The Provider's Statement is late (See Section 3.04.).
- E. The Provider fails to certify all Assurances in Attachment B.
- F. The Statement is not signed by the Provider or, in the case of an entity, an authorized representative of the Provider.
- G. The Provider has not previously provided services similar to those described.

**3.07. Minor Irregularities:** If the unmet requirement is considered a minor irregularity or an inconsequential variation, an exception may be made at the discretion of the Town and the Statement will be considered responsive. This may occur only if the variation has negligible significance to quality, quantity, or delivery of services and does not affect the competitiveness of other offers.

**3.08. Changes:** Once a Statement has been submitted, a Provider may not alter or supplement the Statement. However, a Provider may withdraw said Statement and resubmit a new Statement at any time before the Closing Date. The Town, in its sole discretion may negotiate a change, amendment, or modification to its advantage after the Closing Date.

**3.09. Interviews with Providers:** Interviews or one or more top-ranked Providers may be held at the discretion of the Town and may include a presentation to a review committee. The Town shall select the most highly qualified Provider on the basis of demonstrated competence and qualifications and attempt to negotiate with that Provider a contract at a fair and reasonable price.

If a satisfactory contract cannot be negotiated with the most highly qualified Provider, the Town shall formally end negotiations with that Provider, select the next most highly qualified provider, and attempt to negotiate a contract with that Provider at a fair and reasonable price.

**3.10. Rights of the Town:** The Town reserves the right to waive, change, add, or delete any terms or conditions of this RFQ. The Town reserves the right to accept or reject in part or in whole any Statement(s) submitted and to waive any technicality noted in the submission process for the best interest of Rancho Viejo. **Submission of Statements confers no legal rights upon any Provider.** The Town reserves the right to accept or reject, in part or in whole, any or all Statements or portions of Statements submitted in response to this RFQ. All Statements become the property of the Town. The Town reserves the right to use, for its benefit, ideas contained in the Statements submitted. The Town are not liable for any costs or any damages that may be incurred by a Provider due to ambiguity or lack of clarity. The Town may adopt such interpretations as may be advantageous to the Town. By submitting a response to this RFQ, Provider accepts the evaluation process as outlined herein and acknowledges and accepts the determination of the “most qualified” firm may require subjective judgments by the City. No public disclosure of the Statement information will occur until after the contract award has been approved, unless otherwise required by law.

**3.11. Addendum to RFQ:** The Town reserves the right to issue an addendum in the event it becomes necessary to revise any part of this RFQ.

**3.12. Evaluation of RFQ:** The Town will utilize weighted factors in the evaluation of all Statements. The maximum attainable score is 100 points. The following are the applicable factors:

- Provider Experience (30 points)
- Staff Qualifications (25 points)
- Capacity for performing and monitoring services provided (20 points)
- References (10 points)
- Years in business in Cameron County (5 points)
- Additional Value-Added Services (10 points)

**3.13. Amendment, Delay, or Cancellation of RFQ and Rejection of Statements:** The Town has sole discretion and reserves the absolute right to amend, prolong, cancel, or otherwise terminate this RFQ, as deemed to be in the best interest to do so. Issuance of the RFQ in no way constitutes a commitment by the Town to award any contract or pay any costs incurred by a Provider in the preparation of a response to the RFQ.

#### **IV. STATEMENT REQUIREMENTS**

**4.01. Promotional & Display Materials:** Statements should not contain promotional or display materials, except as they may directly answer, in whole or in part, questions contained in the RFQ.

**4.02. Format of Statement:**

- The Statement must provide a straightforward, concise description of the provider’s ability to meet the requirements of the RFQ. Emphasis should be on completeness and clarity of content.
- Statements must be typed (may print legibly when filling out attachments), double spaced, on standard (8 ½” x 11”) paper. Pages must be numbered, and a table of contents must be included. Each section of the Statement must be clearly designated to make the information readily accessible.
- If requested information does not appear in the appropriate section, that information may be counted as missing during the Statement review process

**4.03. Required Items and Order of Items:** The following items are required in each Statement. In order to expedite the evaluation of Statements, the Providers shall organize their Statements in the sequence that follows.

- A. EXECUTIVE SUMMARY AND RESOLUTION: Provide an Executive Summary of the major facts or features of the Statement, including any conclusions, assumptions and generalized recommendations you wish to make. The Executive Summary is limited to a length of one (1) page. If the Provider is an entity, the Provider, in addition to the Executive Summary, shall attach a corporate resolution (or similar document) (the “Resolution”) authorizing the Lead Engineer to submit the Statement on behalf of the Provider. The Resolution shall also state the individual authorized to negotiate a potential contract. Said Resolution shall not exceed one (1) page.
- B. PROVIDER PROFILE: Complete Attachment A.
- C. EXPERIENCE AND REFERENCES: Provide sufficient information to allow the Town to obtain references related to at least three (3) similar communities and no more than five (5) similar projects the Provider has successfully completed within the past five (5) years that illustrate the Provider's ability to perform services required for this engagement. The projects referenced must include the names of key personnel responsible for the projects. The Experiences and References Section is limited to a length of one (1) page per project. For each referenced project, provide the following information:
  - 1) Project name and location.
  - 2) Name, address, and telephone number of the project owner’s representative for the project.
  - 3) Scope of services provided.
  - 4) List of projects in the last five (5) years that you have completed that are similar in character, cost and size.
- D. QUALIFICATION OF PROVIDER: Provider shall provide all information as requested in section 2.02. of this RFQ. Specifically, Provider must provide an address for its Cameron County office. If Provider is a corporation, partnership, limited liability company, or other type of entity, Provider shall provide the name of the Lead Engineer and his/her qualifications as requested in the aforementioned section 2.02. Provider shall provide an organizational chart identifying the personnel who will be assigned to provide the

contracted services, their expected role in providing the contracted services, and a resume for each individual. This “Qualification of Provider” section may not exceed seven (7) pages in total length.

- E. **PROJECT APPROACH:** Provide a written narrative detailing your approach and methodology for accomplishing the tasks identified in this RFQ. Include a summary of your understanding and experience in coordinating projects with regulatory agencies, other governmental agencies and with community stakeholders as applicable. The Project Approach Section is limited to a length of one (1) page.
  
- F. **ASSURANCES, ERRORS AND OMISSIONS:** Provide assurances that the Provider will be cognizant of, comply with, and enforce all applicable Federal, State and local statutes and ordinances and a description of the Provider’s methodology for handling errors and omissions in the plans and specifications that will be developed as part of each Project. Provide an assurance that the Provider will work with the Town representative and a description of the coordination process and sequencing between the Provider and the Town’s representative for the duration of each project. Failure to address items A through I in this Section 5 in detail will be sufficient reason to eliminate a Statement from consideration.
  
- G. **PLAN FOR MONITORING QUALITY OF SERVICE/ WORK:** one (1) page summary describing the proposed services, plus maximum of four (4) additional pages for plan implementing the services as outlined in this RFQ.
  
- H. **ASSURANCES:** See Attachment B.
  
- I. **INSURANCE:** The name and address of Provider’s insurance carrier(s), along with a declaration page from provider’s insurance carrier showing the types and amounts of coverage, and the current period of coverage. Successful Providers may be required to make the Town additional insureds and/or certificate holders.

**Attachment A  
Provider Profile**  
\*\*\* please type or print information \*\*\*

1. Full Legal Name of Provider: \_\_\_\_\_

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2. Federal Employer's I.D.# \_\_\_\_\_ OR  
Texas Vendor I.D.# \_\_\_\_\_

3. Social Security # (if business is a sole proprietorship) \_\_\_\_\_

4. Legal Status: (Please check one)

- Private, non-profit corporation, State of \_\_\_\_\_, Charter Number \_\_\_\_\_
- Partnership
- Limited Partnership
- Private, for-profit corporation, State of \_\_\_\_\_, Charter Number \_\_\_\_\_
- Sole Proprietorship

5. Address of Provider

\_\_\_\_\_  
Name Phone

\_\_\_\_\_  
Street Address or Service Site

\_\_\_\_\_  
City State Zip Code

6. Lead Engineer

\_\_\_\_\_  
Name Title

**8. Contact Person (person who can answer questions regarding this submittal)**

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Name Title

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Address Phone

**9. How many years has the business entity been in existence?** \_\_\_\_\_

**10. Does Provider have other contracts with the Town of Rancho Viejo?**

Yes  No **If yes, please list number and type of contracts:**

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**11. Has Provider, or its staff, been involved in any litigation?**

Yes  No **If yes, explain and include the names of all parties, cause numbers, and a brief statement of the nature of the case.**

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**12. Has Provider had any licenses or certifications suspended or revoked?  Yes  No**  
**If yes, explain.**

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**Attachment B**  
**Assurances**

For any item answered “Incorrect”, attach an explanation on a separate page, titled “Clarification of Responses to Attachment B, Assurances” and reference the item number in question.

**Each organization or individual submitting a Statement in response to this RFQ warrants, assures and agrees that:**

1. Operation, staff, and office space for services requested in this RFQ will be available on the first effective day of the contract resulting from this RFQ. Correct Incorrect
2. Sufficient resources are available to operate for at least two months while waiting for initial reimbursement from the Town for operating expenses covered by the proposed contract, and sufficient cash reserves will be maintained to provide two months of service during the entire term of any contract resulting from this RFQ. Correct Incorrect
3. Provider certifies that it is eligible to receive payment for the services submitted in its Statement. Correct Incorrect
4. No staff or governing authority of the entity completing the certification have participated in the development of specific criteria for the award of this contract, and will participate in the selection of contractor awarded a contract under this RFQ. Correct Incorrect
5. No individual has been retained, nor has promise been made to retain, an agent or individual been who has participated in the development of specific criteria for the award of this contract. Correct Incorrect
6. No individual has been retained, nor has there been a promise to retain an agent or individual, who will participate in the selection of the Provider awarded a contract under this RFQ. Correct Incorrect
7. No staff or governing authority of the entity completing the certification participated in any form of collusion with other bidders in an effort to obtain a contract under this RFQ. Correct Incorrect
8. The Town will be provided with information necessary to validate any statements made, if requested. This may include, but is not limited to, allowing access for on-site observation, granting permission for the Town to verify information with third parties, allowing inspection of records, and allowing inspection of plans for compliance. Correct Incorrect
9. Upon request, any assurances or statements made in the Statement will be substantiated. Provider understands failure to provide requested substantiation may result in the disqualification of the submitted Statement, which could cause the Provider to fail to receive a contract or to receive a contract for an amount less than requested. Correct Incorrect
10. All regulations, policies and procedures specified by the Town for this particular program or service will be complied with under any contract resulting from this RFQ. Correct Incorrect
11. Bills will be submitted on a calendar-month basis. Correct Incorrect

12. Generally accepted accounting principles are used for fiscal management. Correct Incorrect
13. There has been no contract terminated, or renewal denied of any contract, for non-compliance with policies or regulations of any county, state or federally funded program within the past 24 months. Correct Incorrect
14. Copies of credentials for current staff will be provided for validation during the evaluation of the contract Statement and whenever staff changes or additions occur during the contract period, if requested. Correct Incorrect
15. The Town will be promptly informed of any changes in staff holding positions requiring minimum qualifications after this Statement has been submitted, and to provide the Town with validating information concerning professional certification, education, and experience of staff. Correct Incorrect
16. Services will be available and deliverable on weekends and after 5:00 p.m. when necessary to effectively serve the Town. Correct Incorrect
17. No transfer or assignment of this contract will be made without the prior written consent of the Town. Correct Incorrect
18. Providers will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts will be maintained. In addition, Compliance with Title 40, Chapter 738, of the Texas Administrative Code will be maintained. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in or denied any aid, care, service, or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination. Correct Incorrect

**CERTIFICATION**

I individually, or as an authorized representative of the organization submitting this statement, do hereby certify, warrant, and assure that:

- I have read all assurances and certifications and do hereby bind myself, and my organization, to abide by them.
- All information set forth in this statement is true, accurate, and complete, to the best of my knowledge.
- The named agency has authorized me, as its representative, to submit this statement, including meeting all screening criteria.

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Signature of Authorized Representative

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Title of Representative

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Date

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Full Legal Name of Individual /Organization