



REQUEST FOR QUALIFICATIONS

RFQ-26-03-MIRR-Port San Antonio Water Infrastructure Design Project Professional Engineering
Services
Military Installation Resilience Review (MIRR) Program

Alamo Area Council of Governments (AACOG)
Procurement Department
2700 NE Interstate 410 Loop, Suite 101
San Antonio, TX 78217

Solicitation Deadlines

RFQ Release Date	July 20, 2026 @ 4:00 pm
Pre-Bid Site Visit	July 28, 2026 @ 8:30 am
Questions Deadline	July 31, 2026 @ 4:00 pm
Q&A Posting	August 5, 2026 @ 4:00 pm
Response Deadline	Aug 21, 2026 @ 4:00 pm



RFQ Posting Locations

<https://aacog.gov/procurement>

<https://www.txsmartbuy.com/esbd>

Notice to Prospective Respondents

Prospective Respondents who obtain this RFQ from any source other than the Alamo Area Council of Governments (AACOG) shall promptly contact AACOG and provide their name, company name, and email address. This will ensure receipt of any addenda or official communications related to this RFQ. Failure to provide this information shall place the prospective Respondent at full risk of submitting an incomplete or non-compliant Proposal.

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PART 1 – SCOPE OF REQUEST & PROGRAM OVERVIEW

This Part outlines the purpose, scope, and structure of this RFQ, including program requirements and the professional engineering services associated with the Port San Antonio Water Infrastructure Design Project.

1.1 Background Information

1.1.1 Alamo Area Council of Governments (AACOG)

The Alamo Area Council of Governments (AACOG) is a political subdivision of the State of Texas, established in 1967 under Chapter 391 of the Texas Local Government Code as a voluntary association of municipal and county governments and special districts. AACOG serves the Alamo Area / State Planning Region 18, which spans thirteen (13) counties and approximately 12,582 square miles, including Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, McMullen, and Wilson counties.

1.1.2 Mission and Regional Services

Through planning, coordination, and service delivery activities, AACOG supports its member governments and regional partners in addressing shared needs and priorities. As part of this mission, AACOG enters into intergovernmental agreements to facilitate regional services and infrastructure projects, including those supporting federal installations located within the region.

1.1.3 Procurement Authority

AACOG is administering this procurement pursuant to its Blanket Intergovernmental Support Agreement (IGSA) with Port San Antonio (PORT SAN ANTONIO) and will serve as the contracting entity for this procurement and any resulting contract(s).

1.1.4 Ethics and Non-Discrimination

It is AACOG's policy to treat all individuals, including potential members, vendors, Respondents, subcontractors, providers, suppliers, and others, fairly, equitably, and without discrimination. AACOG employees are committed to performing their duties lawfully and ethically, while avoiding any actual or perceived conflicts of interest.

1.1.5 Funding and Compliance

This Request for Qualifications (RFQ) is anticipated to be funded, in whole or in part, through federal funding in support of the Port San Antonio Water Infrastructure Design Project. Award of the resulting Professional Services Agreement is contingent upon the availability of federal funding, required approvals, and execution of all applicable funding agreements.

The selected Consultant shall comply with all applicable federal, state, and local laws, regulations, grant requirements, and project-specific requirements associated with the performance of the work. Nothing contained in this RFQ shall be construed as a guarantee of funding or an obligation by AACOG to award a contract until all

required approvals have been obtained and a Professional Services Agreement has been fully executed.

1.2 Purpose of the RFQ

1.2.1 General Purpose

The Alamo Area Council of Governments (AACOG) is soliciting Statements of Qualifications (SOQs) from qualified and experienced professional engineering firms to provide planning, engineering, surveying, environmental, permitting, design, cost estimating, bidding support, and related professional services for the Port San Antonio Water Infrastructure Design Project.

This project is being funded through the Office of Local Defense Community Cooperation (OLDCC) Military Installation Resilience Review (MIRR) Program and supports critical infrastructure improvements identified through prior resilience assessments conducted for Port San Antonio (PORT SAN ANTONIO).

The intent of this Request for Qualifications (RFQ) is to identify the most qualified firm to provide comprehensive professional engineering services necessary to advance the project from preliminary engineering through construction-ready plans, specifications, and supporting documentation.

1.2.2 Project Summary

In 2023, AACOG received funding through the Military Installation Resilience Review (MIRR) Program to assess energy and water/wastewater infrastructure critical to installation resilience and mission assurance at Joint Base San Antonio (JBSA) Fort Sam Houston and JBSA Lackland Air Force Base.

The assessment identified critical potable water infrastructure improvements necessary to enhance installation resilience, support mission continuity, and reduce operational risks associated with existing utility systems.

The Port San Antonio Water Infrastructure Design Project represents the next phase of implementation and focuses on the development of engineering designs for mission-critical potable water infrastructure serving JBSA Lackland Air Force Base, JBSA Lackland Annex, Port San Antonio, and other defense-supporting facilities within the project area.

The anticipated project scope includes the engineering design of approximately 10,208 linear feet of 12-inch and 16-inch potable water transmission mains, an optional 8-inch recycled water line approximately 4,470 linear feet in length (see Note below), and associated appurtenances. Refer to the Project Map in Attachment I. The proposed infrastructure improvements are intended to improve system reliability, increase operational redundancy, strengthen emergency response capabilities, and support the long-term resilience and mission readiness of JBSA Lackland and the surrounding defense-supporting infrastructure

NOTE: the project proponents are also interested in design of a recycled water line in the same configuration. This is optional, and work will be awarded pending availability of funds. A separate narrative is not required, but respondents who choose this option should make it clear that they are including it in their response.

The selected Consultant will be expected to coordinate closely with AACOG, Port San Antonio, the San Antonio Water System (SAWS), the Office of Local Defense Community Cooperation (OLDCC), and other project stakeholders throughout the duration of the project.

1.2.3 Contract Structure

AACOG intends to award one (1) professional services contract to the highest-ranked and most qualified Respondent in accordance with Texas Government Code Chapter 2254, Professional Services Procurement Act.

The contract is anticipated to include professional engineering services associated with project management, surveying, utility coordination, environmental review, geotechnical investigations, permitting support, preliminary engineering, design development, construction cost estimating, bid support services, and other related services necessary to complete the project.

The anticipated contract term shall commence upon execution and continue through project completion unless otherwise amended by AACOG.

The project is anticipated to be funded through the Office of Local Defense Community Cooperation (OLDCC) Military Installation Resilience Review (MIRR) Program.

The current estimated total project budget is approximately \$956,833.00, with approximately \$871,703.00 anticipated from OLDCC grant funding. Matching contributions are anticipated from AACOG, Port San Antonio, and the San Antonio Water System (SAWS).

Award of a contract under this RFQ is contingent upon grant funding availability, successful execution of grant agreements, and approval by AACOG and funding partners.

AACOG reserves the right to modify the scope of services, negotiate contract terms, or cancel this solicitation if funding is reduced, delayed, or otherwise unavailable.

1.2.4 No Guarantee of Additional Work

The resulting contract shall be limited to the scope of services authorized by AACOG under this project. AACOG makes no guarantee, express or implied, regarding future phases of work, construction administration services, or additional projects beyond those specifically authorized under the resulting contract. Any additional services shall be subject to separate negotiation, funding availability, and AACOG approval.

1.3 Scope of Work

1.3.1 Notice to Proceed (NTP)

The selected Consultant shall not commence work until AACOG issues a written Notice to Proceed (NTP). The NTP will authorize the Consultant to begin work and establish the official commencement date of the contract. All work performed prior to issuance of a written NTP shall be performed at the Consultant's sole risk and expense and shall not be eligible for reimbursement.

1.3.2 Scope Authority and Contract Documents

The resulting contract shall establish the general terms and conditions governing the project. The final scope of services, deliverables, schedule, milestones, and compensation shall be negotiated between AACOG and the selected Consultant and incorporated into the executed professional services agreement. The Consultant shall perform all services in accordance with applicable federal, state, and local laws, regulations, design standards, permitting requirements, and grant conditions associated with the Office of Local Defense Community Cooperation (OLDCC) Military Installation Resilience Review (MIRR) Program. In the event of any conflict between contract documents, the executed Professional Services Agreement and any authorized amendments shall govern.

1.3.3 General Scope

The Consultant shall provide all professional engineering, surveying, environmental, permitting, coordination, and related professional services necessary to develop construction-ready plans, specifications, cost estimates, and supporting documentation for the PORT SAN ANTONIO Lackland / Port San Antonio Water Infrastructure Design Project.

Services may include, but are not limited to:

- Project management and stakeholder coordination
- Preliminary engineering and alternatives evaluation
- Topographic and utility surveying
- Subsurface Utility Engineering (SUE)
- Utility coordination
- Geotechnical investigations
- Environmental and cultural resource reviews
- Easement and right-of-way support
- Hydraulic analysis and modeling
- Design of potable water transmission infrastructure
- Preparation of engineering reports
- Development of construction plans and technical specifications
- Construction cost estimating
- Permitting support
- Bid and procurement support services
- Construction phase support services, if authorized by AACOG

The selected Consultant shall furnish all labor, equipment, materials, software, transportation, supervision, and technical expertise necessary to perform the required services.

1.3.4 Project Description

The project supports critical infrastructure improvements identified through the Military Installation Resilience Review (MIRR) Program and is intended to enhance mission assurance, infrastructure resilience, and operational reliability at Port San Antonio (PORT SAN ANTONIO) Lackland Air Force Base and Port San Antonio.

The anticipated project scope includes the design of approximately 10,208 feet of 12-inch and 16-inch potable water transmission mains, optional 8-inch recycled water line approximately 4,470 feet long and associated appurtenances necessary to support commercial, aerospace, defense, and industrial operations located within Port San Antonio. See the Project Map in Attachment I.

The Consultant shall coordinate with AACOG, Port San Antonio (PORT SAN ANTONIO), Port San Antonio, the San Antonio Water System (SAWS), the Office of Local Defense Community Cooperation (OLDCC), utility providers, regulatory agencies, and other stakeholders throughout project development.

1.3.5 Anticipated Design Phases

The project is anticipated to be completed utilizing phased engineering development similar to industry standards and public infrastructure delivery practices.

The Consultant may be required to provide services associated with:

Phase 1 – Project Initiation and Data Collection

- Kickoff meetings
- Existing conditions review
- Data gathering
- Stakeholder coordination
- Preliminary project schedule

Phase 2 – Preliminary Engineering (30%)

- Alternatives analysis
- Utility investigations
- Surveying
- Environmental review
- Preliminary engineering report
- Preliminary cost estimate

Phase 3 – Intermediate Design (60%)

- Design development
- Utility conflict resolution
- Easement coordination
- Permitting activities
- Updated cost estimate

Phase 4 – Final Design (90%)

- Final engineering design
- Technical specifications
- Permit coordination
- Construction sequencing recommendations
- Updated cost estimate

Phase 5 – Bid Documents (100%)

- Signed and sealed plans
- Technical specifications
- Engineer's Opinion of Probable Construction Cost (OPCC)
- Bid support documentation

Phase 6 – Construction Support (Optional)

- Responses to Requests for Information (RFIs)
- Shop drawing reviews
- Construction observations
- Record drawing support

AACOG reserves the right to modify, expand, reduce, or eliminate any phase based

upon project needs, funding availability, stakeholder requirements, or grant conditions.

1.3.6 Deliverables

Specific deliverables will be negotiated with the selected Consultant; however, deliverables may include:

- Project Management Plan
- Meeting agendas and minutes
- Survey deliverables
- Utility coordination documentation
- Preliminary Engineering Report (PER)
- Environmental documentation
- Geotechnical reports
- Design plans (60%, 90%, and 100%)
- OPTIONAL DELIVERABLE: Design plans for recycled water line (60%, 90%, and 100%)
- Technical specifications
- Permit applications and supporting documentation
- Engineer's Opinion of Probable Construction Cost (OPCC)
- Bid phase support documents
- Final project files and electronic deliverables

All engineering documents requiring professional certification shall be signed and sealed by a Professional Engineer licensed in the State of Texas.

1.3.7 Coordination Requirements

The Consultant shall coordinate project activities with AACOG and all applicable stakeholders, including but not limited to:

- Port San Antonio (PORT SAN ANTONIO)
- Port San Antonio
- San Antonio Water System (SAWS)
- City of San Antonio
- Texas Commission on Environmental Quality (TCEQ)
- Utility providers
- Regulatory agencies

The Consultant shall participate in meetings, workshops, design reviews, and stakeholder coordination activities as required throughout the duration of the project.

1.3.8 Surveying and Existing Conditions Assessment

The Consultant shall collect, review, and validate all available information necessary

to support project development and design. Services may include:

- Topographic surveys
- Utility locates and mapping
- Existing conditions assessments
- Right-of-way and easement investigations
- Site reconnaissance
- Existing infrastructure evaluations
- Collection and review of available as-built drawings
- GIS data collection and validation
- Coordination with utility providers

All survey work shall be performed under the supervision of a Registered Professional Land Surveyor licensed in the State of Texas.

1.3.9 Utility Coordination and Subsurface Utility Engineering (SUE)

The Consultant shall identify, coordinate, and document existing utilities that may affect project design and construction.

Services may include:

- Utility records research
- Utility conflict identification
- Utility coordination meetings
- SUE investigations
- Test hole investigations
- Utility relocation recommendations
- Utility adjustment coordination

The Consultant shall coordinate with utility owners and agencies as necessary to support project development.

1.3.10 Environmental and Regulatory Compliance

The Consultant shall evaluate environmental constraints and regulatory requirements associated with the project.

Services may include:

- Environmental assessments
- Wetlands investigations
- Threatened and endangered species reviews

- Cultural resource investigations
- Archeological coordination
- Environmental permitting support
- Documentation required by federal funding agencies
- NEPA-related support, if required

The Consultant shall coordinate with applicable regulatory agencies and stakeholders throughout the project.

1.3.11 Geotechnical Engineering Services

The Consultant shall evaluate subsurface conditions and provide geotechnical recommendations necessary to support design and construction.

Services may include:

- Geotechnical investigation planning
- Soil borings
- Laboratory testing
- Groundwater evaluation
- Geotechnical reports
- Design recommendations
- Trenchless construction evaluations
- Pavement restoration recommendations

1.3.12 Hydraulic Analysis and Water System Evaluation

The Consultant shall perform engineering evaluations necessary to confirm system performance and project requirements.

Services may include:

- Hydraulic modeling
- Flow analysis
- Pressure analysis
- Fire flow evaluations
- System redundancy assessments
- Operational evaluations
- Capacity assessments
- Water quality considerations

The Consultant shall coordinate technical assumptions and modeling criteria with SAWS and project stakeholders.

1.3.13 Permitting and Agency Coordination

The Consultant shall identify and coordinate all permits and approvals necessary for project implementation.

Potential agencies may include:

- Port San Antonio (PORT SAN ANTONIO)
- San Antonio Water System (SAWS)
- City of San Antonio
- Port San Antonio
- Texas Commission on Environmental Quality (TCEQ)
- Texas Department of Transportation (TxDOT)
- Bexar County
- Federal agencies, as applicable

The Consultant shall maintain a permit tracking log and provide regular status updates.

1.3.14 Design Reviews

The Consultant shall participate in formal design review milestones.

Anticipated review stages include:

- 60% Design Review
- 90% Design Review
- 100% Final Design Review

The Consultant shall address comments received from AACOG and project stakeholders and document all responses.

1.3.15 Cost Estimating and Scheduling

The Consultant shall prepare and maintain project schedules and construction cost estimates throughout the design process.

Services may include:

- Engineer's Opinion of Probable Construction Cost (OPCC)
- Design schedules
- Project implementation schedules
- Construction sequencing recommendations
- Risk assessments

- Cost escalation considerations

Cost estimates shall be updated at each major design milestone.

1.3.16 Stakeholder Engagement and Coordination

The Consultant shall support stakeholder engagement efforts throughout project development.

Stakeholders may include:

- AACOG
- PORT SAN ANTONIO
- Port San Antonio
- SAWS
- Utility providers
- Regulatory agencies
- Property owners
- Community stakeholders

The Consultant shall prepare meeting agendas, presentations, meeting minutes, and action item tracking documentation.

1.3.17 Quality Assurance and Quality Control (QA/QC)

The Consultant shall maintain a documented Quality Assurance/Quality Control Program throughout the project.

The QA/QC program shall include:

- Independent technical reviews
- Design reviews
- Constructability reviews
- Coordination reviews
- Cost estimate reviews
- Deliverable reviews

The Consultant shall certify that all deliverables have undergone QA/QC review prior to submission.

1.3.18 Bid Phase Services

If authorized by AACOG, the Consultant may provide bid phase support services including:

- Pre-bid meeting support
- Responses to bidder questions
- Preparation of addenda
- Bid evaluation assistance
- Technical clarifications
- Recommendation for award documentation

1.3.19 Construction Phase Services (Optional)

At AACOG's discretion, the Consultant may be authorized to provide construction support services.

Such services may include:

- Shop drawing reviews
- Requests for Information (RFI) responses
- Site visits
- Construction observations
- Progress meeting participation
- Change order reviews
- Record drawing preparation
- Project closeout support

Authorization for construction support services shall be issued separately by AACOG and is not guaranteed.

1.3.20 Deliverable Ownership

All reports, plans, specifications, calculations, studies, electronic files, GIS data, CAD files, photographs, models, and other work products developed under the resulting contract shall become the property of AACOG upon acceptance and payment. The Consultant shall provide all deliverables in both editable electronic format and PDF format unless otherwise directed by AACOG.

1.3.21 Stop-Work Authority

AACOG and/or Port San Antonio (PORT SAN ANTONIO) reserve the right to suspend, delay, or stop work at any time due to installation requirements, security conditions, operational needs, safety concerns, or mission priorities. Such suspension shall not entitle the Contractor to additional compensation unless expressly authorized in writing by AACOG.

1.4 Project Administration

AACOG shall serve as the Contract Administrator for the resulting contract. The selected Consultant shall coordinate all activities through AACOG's designated Project Manager unless otherwise directed in writing.

Project budgets, funding estimates, and planning assumptions developed by AACOG, PORT SAN ANTONIO, Port San Antonio, SAWS, OLDCC, or other stakeholders are internal planning documents and are provided for informational purposes only. Such estimates do not constitute a guarantee of funding, authorization of additional services, or commitment to proceed beyond any authorized phase of work. AACOG reserves the right to modify project scope, schedule, funding, or deliverables as necessary to accommodate stakeholder requirements, grant conditions, permitting requirements, or funding availability.

1.4.1 Site Visits and Field Investigations

The Consultant shall conduct site visits and field investigations necessary to support project development and design. The Consultant shall coordinate all site visits through AACOG and applicable project stakeholders. Access to PORT SAN ANTONIO facilities, Port San Antonio facilities, utility infrastructure, and other secured areas may require advance coordination, background checks, escort requirements, and approval by the applicable facility owner.

The Consultant shall comply with all access, security, safety, and operational requirements established by PORT SAN ANTONIO, Port San Antonio, SAWS, and other participating agencies.

1.5 CONSULTANT RESPONSIBILITIES

1.5.1 Monthly Progress Reporting

The Consultant shall prepare and submit monthly progress reports to AACOG throughout the duration of the project.

Reports shall include, at a minimum:

- Summary of work completed during the reporting period;
- Progress toward project milestones;

- Budget and schedule status;
- Outstanding action items;
- Identified risks, issues, or constraints;
- Stakeholder coordination activities;
- Anticipated activities for the next reporting period.

AACOG may require additional reporting necessary to satisfy grant requirements or stakeholder requests.

1.5.2 Regulatory Compliance

The Consultant shall ensure that all services performed under the resulting contract comply with applicable federal, state, and local laws, regulations, codes, standards, and permitting requirements.

The Consultant shall be responsible for maintaining awareness of applicable requirements including, but not limited to:

- Texas Engineering Practice Act;
- Texas Board of Professional Engineers and Land Surveyors requirements;
- TCEQ regulations;
- Federal environmental requirements;
- OLDCC grant requirements;
- Applicable utility standards;
- Local development requirements; and
- Any applicable PORT SAN ANTONIO, Port San Antonio, or SAWS design standards.

1.5.3 Deliverable Management and Project Documentation

The Consultant shall maintain complete and accurate project records throughout the duration of the contract.

Project documentation may include:

- Meeting agendas and minutes;
- Technical memoranda;
- Engineering calculations;
- Survey data;
- Utility coordination records;
- Permitting documentation;
- Design files;
- Cost estimates;

- Schedules;
- Stakeholder correspondence; and
- Other project-related records.

All project documentation shall be organized and made available to AACOG upon request.

1.5.4 Coordination and Project Management

The Consultant shall provide all project management, coordination, supervision, and oversight necessary to successfully complete the project. The Consultant shall designate a Project Manager who shall serve as the primary point of contact for AACOG throughout the contract term. The Project Manager shall have authority to make decisions, coordinate resources, respond to requests, and manage project activities on behalf of the Consultant. The Consultant shall remain fully responsible for the performance and coordination of all subconsultants utilized on the project.

1.5.5 Submittals and Review Process

The Consultant shall prepare and submit all required deliverables in accordance with the project schedule and AACOG requirements.

Deliverables shall be submitted at designated milestones, including but not limited to:

- 60% Design;
- 90% Design;
- 100% Design;
- Engineer's Opinion of Probable Construction Cost (OPCC);
- Technical Specifications;
- Permitting Documents; and
- Final Project Deliverables.

The Consultant shall not proceed to subsequent phases of work requiring stakeholder review until authorization is received from AACOG.

1.5.6 Quality Assurance and Quality Control

The Consultant shall establish and maintain a documented Quality Assurance/Quality Control (QA/QC) Program for the project.

The QA/QC Program shall include:

- Independent technical reviews;
- Design reviews;
- Constructability reviews;
- Cost estimate reviews;
- Coordination reviews; and
- Final deliverable reviews.

All deliverables shall undergo QA/QC review prior to submission to AACOG.

1.5.7 Safety Requirements

The Consultant shall comply with all applicable safety requirements while conducting field investigations, site visits, surveys, geotechnical investigations, utility investigations, and other project-related activities. The Consultant shall be responsible for the safety of its employees, subconsultants, equipment, and operations while performing work under the contract.

1.5.8 Records Retention and Audit Support

The Consultant shall maintain all records related to the project in accordance with applicable federal, state, and grant record retention requirements. The Consultant shall provide access to records upon request by AACOG, OLDCC, federal auditors, state auditors, or other authorized representatives for purposes of audit, inspection, monitoring, or compliance review.

1.5.9 Stakeholder Coordination

The Consultant shall actively coordinate with project stakeholders throughout the project lifecycle.

Stakeholders may include:

- AACOG;
- Port San Antonio (PORT SAN ANTONIO);
- Port San Antonio;
- San Antonio Water System (SAWS);
- Utility providers;
- Regulatory agencies; and
- Other entities identified by AACOG.

The Consultant shall prepare meeting agendas, presentations, meeting minutes, and coordination documentation as required.

1.5.10 Project Closeout

The Consultant shall provide all services necessary to achieve project closeout.

Closeout activities may include:

- Final reports;
- Signed and sealed engineering documents;
- Final cost estimates;
- Electronic design files;
- GIS data;
- CAD files;
- Permitting documentation;
- Project record files; and
- Other documents required by AACOG or funding agencies.

Final payment shall be contingent upon acceptance of all required deliverables and completion of all contract requirements.

1.6 COMPENSATION AND CONTRACT NEGOTIATIONS

1.6.1 Qualifications-Based Selection

This procurement is being conducted in accordance with the Texas Professional Services Procurement Act, Texas Government Code Chapter 2254.

Respondents shall not submit cost Proposal, fee schedules, hourly rates,

pricing information, or any other compensation information as part of their Statement of Qualifications (SOQ).

AACOG will evaluate and rank Respondents solely on demonstrated competence, qualifications, experience, project understanding, and other evaluation criteria identified in this RFQ. Following completion of the evaluation process, AACOG intends to negotiate a fair and reasonable compensation agreement with the highest-ranked Respondent.

1.6.2 Contract Negotiations

Following selection of the highest-ranked Respondent, AACOG will enter into negotiations regarding the final scope of services, staffing plan, project schedule, reimbursable expenses, and compensation. If AACOG is unable to negotiate a satisfactory contract with the highest-ranked Respondent at a price determined to be fair and reasonable, AACOG may formally terminate negotiations and initiate negotiations with the next highest-ranked Respondent in accordance with Texas Government Code Chapter 2254. AACOG reserves the right to discontinue negotiations with any Respondent if negotiations are determined to be unsuccessful.

1.6.3 Proposed Budget Information

The estimated project budget is approximately \$956,883.00, including design, project administration, and related project costs.

This budget is provided solely for planning purposes and shall not be interpreted as a guaranteed contract amount or authorization for any specific level of services. Respondents are encouraged to demonstrate an understanding of the project scope and provide staffing approaches appropriate for a federally funded infrastructure design project of similar size and complexity.

1.6.4 Scope Refinement

AACOG reserves the right to refine, modify, expand, reduce, phase, or reprioritize the scope of services during contract negotiations or

throughout project implementation.

The final scope of services will be developed in coordination with AACOG, Port San Antonio (PORT SAN ANTONIO), Port San Antonio, the San Antonio Water System (SAWS), the Office of Local Defense Community Cooperation (OLDCC), and other project stakeholders.

1.6.5 Optional Services

AACOG may negotiate optional services with the selected Consultant, including but not limited to:

- Additional surveying services;
- Additional environmental studies;
- Geotechnical investigations;
- Utility coordination services;
- Easement acquisition support;
- Construction administration services;
- Construction observation services;
- Shop drawing reviews;
- Requests for Information (RFI) responses;
- Record drawing preparation; and
- Additional stakeholder coordination services.

Authorization of optional services shall be subject to funding availability and written approval by AACOG.

1.6.6 Reimbursable Expenses

If reimbursable expenses are authorized under the resulting contract, such expenses shall be specifically identified and negotiated during contract development.

Reimbursable expenses may include:

- Regulatory permitting fees;
- Printing and reproduction costs;
- Specialized testing;
- Survey monumentation;
- Public meeting facility costs; and
- Other approved project-related expenses.

AACOG reserves the right to require supporting documentation for all

reimbursable expenses.

1.6.7 Funding Contingency

The resulting contract shall be contingent upon receipt and continued availability of funding through the Office of Local Defense Community Cooperation (OLDCC) Military Installation Resilience Review (MIRR) Program and associated matching contributions. AACOG reserves the right to suspend, modify, reduce, or terminate the contract if project funding becomes unavailable, is reduced, or is otherwise impacted by actions of the funding agency or project partners.

1.6.8 No Guarantee of Future Services

Selection under this RFQ does not guarantee authorization of additional phases of work, construction phase services, or future projects. Any additional services beyond the negotiated scope shall require separate authorization by AACOG and may be subject to additional negotiations, contract amendments, or separate procurements.

1.6.9 Audit and Financial Documentation

Because this project is anticipated to utilize federal funding, the Consultant shall maintain complete financial records supporting all invoices, labor charges, reimbursable expenses, subcontractor costs, and project-related expenditures. Such records shall be retained and made available to AACOG, OLDCC, federal auditors, and other authorized representatives in accordance with applicable federal record retention requirements.

1.7 Contract and Payments

1.7.1 Contract Term

The contract start date is tentative and will be finalized following AACOG Board approval, successful contract negotiations, and execution of a Professional Services Agreement. The anticipated contract term shall commence upon issuance of a Notice to

Proceed and continue through completion of the project unless extended, amended, or terminated in accordance with the terms of the resulting agreement.

1.7.2 Proposal Costs

AACOG shall not be liable for any costs incurred by a Respondent in the preparation, submission, presentation, interview, negotiation, or other activities associated with this RFQ. All costs associated with participation in this procurement process shall be borne solely by the Respondent.

1.7.3 Funding Availability

The Respondent acknowledges that the resulting contract is contingent upon the receipt and continued availability of funding from the Office of Local Defense Community Cooperation (OLDCC) Military Installation Resilience Review (MIRR) Program and matching contributions from project partners. In the event funding is reduced, delayed, suspended, or unavailable, AACOG reserves the right to modify, suspend, reduce, or terminate the project and resulting contract without further liability beyond payment for authorized services satisfactorily performed.

1.7.4 Payment and Invoicing

AACOG shall not provide advance payments.

The Consultant shall submit invoices on a monthly basis or as otherwise authorized by AACOG. Invoices shall clearly identify:

- Contract number;
- Billing period;
- Labor categories and hours;
- Reimbursable expenses, if authorized;
- Deliverables completed; and
- Progress achieved during the billing period.

Payment shall be made only for services satisfactorily completed and accepted by AACOG.

Acceptance of invoices shall not constitute acceptance of defective or incomplete work.

1.7.5 Contract Amendments

AACOG reserves the right to negotiate amendments to the resulting contract for additional services, revised schedules, expanded scope, or other project-related requirements. No additional services shall be performed without written authorization from AACOG.

1.8 RESPONDENT REQUIREMENTS

1.8.1 Vendor Documentation

Respondents shall complete and submit all required AACOG procurement forms, certifications, and vendor documentation identified in this RFQ. Failure to submit required forms may result in a determination that the SOQ is non-responsive.

1.8.2 Professional Conduct

Respondents and their personnel shall conduct themselves in a professional and ethical manner throughout the procurement process and contract performance period. The Consultant shall maintain positive working relationships with AACOG, Port San Antonio, SAWS, OLDCC, regulatory agencies, utility providers, and project stakeholders.

1.8.3 Security and Installation Access

Certain project activities may require access to Port San Antonio facilities. The Consultant shall comply with all installation access requirements, badging requirements, security procedures, escort requirements, and force protection measures established by PORT SAN ANTONIO. AACOG does not guarantee installation access and shall not be responsible for delays resulting from installation security requirements.

1.8.4 Licensing and Professional Qualifications

Respondents must possess all licenses, certifications, registrations, and professional qualifications required to perform the services contemplated under this RFQ. The Consultant shall ensure that all engineering services are performed under the charge responsible of a Professional Engineer licensed in the State of Texas. Surveying services shall be performed under the responsible charge of a Registered Professional Land Surveyor licensed in the State of Texas.

1.8.5 Site Conditions and Property Protection

The Consultant shall exercise reasonable care when conducting site visits, field investigations, surveys, utility investigations, geotechnical activities, and related services. Any damage caused by Consultant activities shall be repaired or restored at the Consultant's expense.

1.8.6 Staffing and Project Management

The Consultant shall provide sufficient personnel, technical expertise, equipment, software, and resources necessary to complete the project within the required schedule. The Consultant shall designate a Project Manager who shall serve as the primary point of contact throughout the project.

1.8.7 Independent Contractor Status

The Consultant and its subconsultants shall operate as independent contractors. Nothing in the resulting contract shall be construed as creating an employer-employee relationship, joint venture, partnership, or agency relationship between AACOG and the Consultant.

1.8.8 Confidentiality and Information Security

The Consultant shall protect confidential, sensitive, and controlled information obtained during the performance of the contract.

The Consultant shall comply with all applicable federal, state, military, and privacy-related information protection requirements.

1.8.9 Equal Employment Opportunity

Respondents and subconsultants shall comply with all applicable federal and state equal employment opportunity requirements and nondiscrimination laws.

1.8.10 Authorized Representative

The Respondent shall designate an individual authorized to act on behalf of the firm for all contractual, technical, financial, and administrative matters associated with this procurement.

1.8.11 Subconsultant Responsibility

The Consultant shall remain fully responsible for the performance, coordination, supervision, and management of all subconsultants utilized on the project. Approval of a subconsultant by AACOG shall not relieve the Consultant of responsibility for the work performed.

1.9 SERVICE AREA

1.9.1 Project Area

The primary project area includes Port San Antonio, located at 907 Billy Mitchell Blvd., San Antonio, Texas 78226, and the associated potable water infrastructure corridors identified for the Port San Antonio Water Infrastructure Design Project. The final project limits, utility corridors, and related infrastructure improvements will be confirmed during project development in coordination with AACOG, Port San Antonio, the San Antonio Water System (SAWS), and other project stakeholders. See Project Map in Attachment I.

1.9.2 Project Limits

1.9.3 Specific project limits, design corridors, utility alignments, and infrastructure improvements shall be finalized during the preliminary engineering phase and in coordination with AACOG, , SAWS, Port San Antonio, and other project

stakeholders. See Project Map in Attachment I. [Coordination Area](#)

Project coordination activities may involve locations throughout the greater San Antonio region, including utility facilities, regulatory agencies, government offices, and stakeholder locations.

1.10 PROCUREMENT STANDARD

1.10.1 Qualifications-Based Selection

This procurement is being conducted in accordance with Texas Government Code Chapter 2254, Professional Services Procurement Act. Selection shall be based upon demonstrated competence and qualifications. Price shall not be considered during the evaluation and ranking process.

1.10.2 Evaluation Process

AACOG will evaluate Statements of Qualifications using the evaluation criteria established in this RFQ. AACOG may conduct interviews, request clarifications, and seek additional information as necessary to complete the evaluation process.

1.10.3 Contract Negotiation

AACOG will negotiate a contract with the highest-ranked Respondent. If negotiations fail, AACOG may terminate negotiations and initiate negotiations with the next highest-ranked Respondent.

1.10.4 Reservation of Rights

AACOG reserves the right to:

- Reject any or all SOQs;
- Cancel the RFQ;
- Reissue the RFQ;
- Waive informalities;
- Request clarifications;

- Conduct interviews;
- Modify the scope of services;
- Negotiate contract terms; and
- Take any action deemed to be in the best interest of AACOG.

1.10.5 Official Changes

Official changes to this RFQ shall be made only through written addenda issued by AACOG. Respondents are responsible for reviewing all addenda and incorporating such changes into their SOQs.

1.10.6 Public Information Act and Confidential Information

AACOG is subject to the Texas Public Information Act, Chapter 552, Texas Government Code. Information submitted in response to this RFQ may be subject to public disclosure unless otherwise protected by law.

If a Respondent believes that portions of its Statement of Qualifications contain proprietary, trade secret, or confidential commercial information, the Respondent shall clearly identify and label such information in its submission and provide a detailed written explanation of the legal basis supporting the claimed exception from disclosure.

The Respondent acknowledges and agrees that AACOG shall not be responsible for asserting, defending, or substantiating any claim of confidentiality on behalf of the Respondent. AACOG reserves the right to submit any request for confidential treatment to the Office of the Attorney General of Texas for determination in accordance with applicable law.

The designation of an entire proposal, or substantial portions thereof, as confidential, proprietary, or trade secret without adequate justification may be deemed non-responsive and may be disregarded by AACOG.

Nothing contained in this RFQ or in any resulting contract shall be construed as requiring AACOG to withhold information from disclosure where disclosure is required by applicable law, court order, or ruling by the Office of the Attorney General of Texas.

1.10.5 Protest Procedures

Any protest concerning this procurement shall be submitted in writing to

AACOG's Procurement Department within five (5) business days after the protesting party knew or should have known of the facts giving rise to the protest.

The protest shall include:

- The name and address of the protesting party;
- The RFQ number and project title;
- A detailed statement of the legal and factual grounds for the protest;
- Supporting documentation; and
- The specific relief requested.

AACOG shall review the protest and issue a written determination. The decision of AACOG shall be final unless otherwise required by law. The filing of a protest shall not automatically delay, suspend, or invalidate the procurement process unless AACOG determines that a stay is in the best interest of the agency.

1.10.6 Federal Grant Requirements

Because this project is anticipated to be funded in whole or in part through the Office of Local Defense Community Cooperation (OLDCC), the selected Consultant shall comply with all applicable federal grant requirements, including but not limited to:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- Federal debarment and suspension requirements;
- Byrd Anti-Lobbying Amendment requirements;
- Federal records retention requirements;
- Equal Employment Opportunity requirements;
- Drug-Free Workplace requirements;
- Applicable federal cost principles;
- Audit and monitoring requirements; and
- Any additional requirements imposed by OLDCC or other federal agencies.

The Consultant shall cooperate with all grant monitoring, reporting, audit, and compliance activities required by AACOG or the funding agency.

1.10.7 Ownership of Work Products

All reports, studies, surveys, calculations, drawings, specifications, engineering documents, cost estimates, GIS files, CAD files, databases, photographs, technical memoranda, models, electronic files, and other work products prepared under the resulting contract shall become the property of AACOG upon acceptance and payment.

AACOG shall retain unrestricted rights to use, reproduce, modify, distribute, publish, or otherwise utilize such work products for any governmental purpose.

The Consultant may retain copies for its records but shall not reuse project-specific documents for other purposes without the prior written consent of AACOG.

1.10.8 Key Personnel Commitment

The Project Manager and key personnel identified in the Respondent's Statement of Qualifications are considered material to the successful performance of the project. The Consultant shall not remove, replace, or reassign key personnel without prior written approval from AACOG. Any proposed replacement personnel shall possess qualifications and experience substantially equivalent to or greater than those of the originally proposed individual. AACOG reserves the right to reject proposed substitutions that do not meet project requirements.

1.10.9 Conflict of Interest

Respondents shall disclose any actual, potential, or perceived conflicts of interest that may arise from the performance of services under the resulting contract. The selected Consultant shall immediately notify AACOG in writing of any conflict of interest that develops during contract performance. AACOG reserves the right to determine whether a disclosed conflict of interest is acceptable and to require mitigation measures, reassignment of personnel, or other corrective actions as necessary.

PART 2 – SUBMISSION INFORMATION

This Part outlines the submission requirements, communication rules, schedule information, and public information obligations applicable to this Request for Qualifications (RFQ).

2.1.1 Submission Deadline

Responses must be received by the Alamo Area Council of Governments (AACOG) no later than Aug 21, 2026 @ 4:00 p.m.

2.1.2 Solicitation Deadlines (Anticipated)

AACOG anticipates the following schedule for this procurement. AACOG reserves the right to modify this schedule at its sole discretion by written addendum.

RFQ Release Date	July 20, 2026 @ 4:00 pm
Pre-Bid Site Visits	July 28, 2026 @ 8:30 am
Questions Deadline	July 31, 2026 @ 4:00 pm
Q&A Posting	August 5, 2026 @ 4:00 pm
Response Deadline	August 21, 2026 @ 4:00 pm

2.1.3 Pre-Bid Site Visits

AACOG will conduct one (1) optional, non-mandatory Pre-proposal Site Visit for this project on **July 28, 2026, at 8:30 a.m.** at **Port San Antonio, 907 Billy Mitchell Blvd., San Antonio, TX 78226**. The purpose of the site visit is to familiarize prospective Respondents with existing site conditions, project constraints, and the anticipated limits of work. Attendance is strongly encouraged but is not required to submit a Statement of Qualifications. Any information that materially affects this RFQ will be issued only through a written addendum.

RSVP for Site Visit

Respondents planning to attend the Pre-Bid Site Visit are requested to notify **Isaac Jones III** by email at **ijones@aacog.gov** no later than **July 24, 2026, at 4:00 p.m. CDT**. The email should include the company name, names of all attendees, . Advance notification will assist AACOG in coordinating access and site logistics. Attendance is strongly encouraged but is not required to submit a Statement of Qualifications.

2.1.4 Submission Format

Proposal and all required attachments must be submitted electronically as **PDF files only**. AACOG prefers that the Proposal be submitted as one combined PDF file whenever possible. If file size limitations require multiple files, Respondents shall clearly label each file. If a Respondent is unable to submit in PDF format due to technical limitations, AACOG may accept an alternate electronic format at its sole discretion. Respondents requesting an alternate format must contact AACOG prior to the submission deadline for approval.

2.1.5 Submission Method

(1) Complete electronic copy of the Proposal shall be submitted via email to ijones@aacog.gov and procurement@aacog.gov with a copy (cc) to dugarte@aacog.gov using the following subject line:

**RFQ Submission: RFQ-26-03-MIRR – Port San Antonio Water
Infrastructure Design Project**

File Type	Required File Name Format
Main Proposal (Preferred single PDF)	XXXXXX – RFQ-26-03-MIRR-PORT SAN ANTONIO.pdf
AACOG Vendor Packet (Separate PDF Required)	XXXXXX – AACOG Vendor Packet.pdf
Multiple Proposal Files (If needed due to file size)	XXXXXX – RFQ-26-03-PORT SAN ANTONIO Proposal (Part X of Y).pdf

2.2 Authorized Points of Contact

2.2.1 Primary Point of Contact

All communications regarding this RFQ shall be directed at the primary point of contact identified below.

Isaac Jones III

Senior Procurement Analyst

Email: ijones@aacog.gov

2.2.2 Secondary Point of Contact

Debbie Ugarte

Contracts and Procurement Director

Email: dugarte@aacog.gov

2.3 Communications Restriction

2.3.1 General Restriction

During the period beginning on the date this RFQ is issued and ending upon execution of the resulting contract(s), all Respondents and their representatives shall restrict communications related to this RFQ. All questions, requests for clarification, or communications regarding this RFQ—including questions concerning terms, conditions, or requirements—must be directed only to the AACOG representatives identified in this RFQ and in the manner specified herein.

2.3.2 Prohibited Communications

Respondents shall not contact members of the AACOG Board of Directors, AACOG employees, administrators, agents, or evaluation committee members regarding this RFQ, except as expressly permitted below. Prohibited communications include, but are not limited to, communications between: Any potential Respondent, Service provider, bidder, lobbyist, consultant, or representative and any member of the AACOG Board of Directors; Any AACOG Board member and any selection or evaluation committee member. Any AACOG Board member and any AACOG administrator or employee regarding this RFQ; Any direct or indirect discussion, advocacy, or promotion of a Respondent's Proposal outside the authorized procurement process. Any prohibited contact may result in disqualification of the Respondent, at AACOG's sole discretion.

2.3.3 Permitted Communications

The communications restriction does not apply to communications with AACOG's designated procurement representatives identified in this RFQ, communications expressly requested or authorized in writing by AACOG, communications conducted during officially sanctioned inquiries, briefings, interviews, or presentations, or communications with AACOG's General Counsel when authorized by AACOG. The communications restriction shall terminate upon execution of the contract by AACOG and the selected Respondent(s).

2.4 Questions and Addenda

2.4.1 Submission of Questions

AACOG will accept questions submitted via electronic mail in accordance with the instructions and deadlines stated in this RFQ.

2.4.2 Addenda

A written addendum addressing all questions received during the open question period will be issued by AACOG, distributed to all interested parties, and archived on the AACOG website at <https://aacog.gov/member-government-services/procurement/> under the applicable RFQ. **Only written addenda issued by AACOG shall be considered official and binding.** Respondents are responsible for reviewing all issued addenda and for incorporating any applicable changes or clarifications into their Proposal.

2.5 Schedule and Changes

2.5.1 Procurement Schedule

All dates and times listed in the Procurement Schedule are stated in Central Standard Time (CST).

RFQ Release Date	July 20, 2026 @ 4:00 pm
Pre-Bid Site Visit	July 28, 2026 @ 8:30 am
Questions Deadline	July 31, 2026 @ 4:00 pm
Q&A Posting	August 5, 2026 @ 4:00 pm
Response Deadline	August 21, 2026 @ 4:00 pm

2.5.2 Schedule Modifications

Dates provided are subject to change at AACOG's discretion. All material changes to the procurement schedule will be posted on AACOG's procurement webpage at <https://aacog.gov/procurement> It is the sole responsibility of Respondents to monitor the website for updates.

2.6 Availability of RFQ

2.6.1 Public Availability

Nothing contained herein shall prohibit any person or entity from publicly addressing the AACOG Board of Directors during a duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFQ or in connection with a presentation specifically requested by AACOG.

2.6.2 Access to RFQ Documents

This RFQ is available for review during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding holidays. Any

party that receives this RFQ from a source other than AACOG is responsible for notifying AACOG to ensure receipt of all addenda and official communications.

2.7 Proprietary Information and Public Information Act

2.7.1 Public Information Act

All Proposal and related materials submitted in response to this RFQ are subject to disclosure under the Texas Public Information Act following contract execution.

2.7.2 Confidential Information

If a Respondent believes that any portion of its Proposal is exempt from disclosure, the Respondent must clearly identify the information claimed to be exempt on a page-by-page and line-by-line basis, cite the applicable statutory exception, and provide detailed written justification. Information not properly identified and justified will be treated as public information.

2.7.3 Attorney General Review

Determinations regarding confidentiality are made by the Texas Office of the Attorney General (OAG). AACOG must comply with all OAG rulings and assumes no responsibility for asserting confidentiality arguments on behalf of Respondents.

Procurement records will be made available for public inspection in accordance with applicable law following contract award.

PART 3 –ADMINISTRATIVE REQUIREMENTS/INSURANCE/BONDS

This Part outlines general eligibility requirements, contractual terms, administrative obligations, insurance and bonding requirements, and other conditions applicable to Respondents under this RFQ.

3.1 Eligible Providers

3.1.1 Qualified Respondents

AACOG seeks Proposal from established and qualified entities with demonstrated expertise in the services required under this RFQ. Respondents selected for award will become approved AACOG vendors and will be responsible for performing the functions and services outlined in the Scope of Work.

3.1.2 HUB Participation

AACOG encourages participation by small and Historically Underutilized Businesses (HUBs), as defined in Texas Government Code Chapter 2161. AACOG strives to award at least ten percent (10%) of the total annual contract value to HUB vendors, when practicable.

3.1.3 Minimum Eligibility Requirements

To be eligible for consideration, Respondents must:

- Be licensed to conduct business in the State of Texas.
- Demonstrate a minimum of three (3) years of experience providing professional engineering services related to water, utility infrastructure design projects of similar size and complexity.
- Possess and maintain all licenses, registrations, certifications, and professional qualifications required to perform the services described in this RFQ, including registration with the Texas Board of Professional Engineers and Land Surveyors (TBPELS), as applicable.
- Employ or have access to a Professional Engineer (P.E.) licensed in the State of Texas who will be responsible for engineering services performed under the resulting contract.
- Be eligible to obtain and maintain access to Port San Antonio (PORT SAN ANTONIO), Port San Antonio, utility facilities, and other project locations, and comply with all applicable access, security, and eligibility requirements.
- Demonstrate experience coordinating with public utilities, regulatory agencies, military installations, and other stakeholders involved in infrastructure planning and design projects
- Be able to obtain and maintain all required insurance coverages and limits identified in this RFQ.
- Demonstrate the organizational capacity, technical expertise, personnel, equipment, and resources necessary to successfully perform the services described in this RFQ.
- Have experience preparing engineering studies, plans, specifications, cost estimates, permitting documentation, and construction-ready design documents for public infrastructure projects.
- Have the ability to comply with all applicable federal, state, local, and grant-related requirements associated with the Office of Local Defense Community Cooperation (OLDCC) Military Installation Resilience Review (MIRR) Program.

Failure to meet or maintain this minimum eligibility requirements may result in a Proposal being deemed non-responsive or ineligible for award.

3.1.4 Compliance and Capacity

AACOG is prohibited from contracting with entities that are debarred, suspended, or otherwise excluded from participation in federally funded transactions. Accordingly, Respondents must certify compliance with Executive Order 12549 and applicable federal regulations, including 2 CFR Part 180 and 2 CFR Part 200, as applicable.

Respondents must demonstrate experience and knowledge related to the planning, design, permitting, and implementation of water, wastewater, utility infrastructure, or other civil infrastructure projects of similar size and complexity. Respondents shall possess the organizational capacity, professional judgment, technical expertise, qualified personnel, and resources necessary to successfully perform the services requested under this RFQ.

Respondents should demonstrate familiarity with applicable federal, state, and local regulations; utility coordination requirements; permitting processes; engineering design standards; and grant-funded project requirements associated with public infrastructure projects.

All Respondents shall maintain the professional qualifications, licenses, registrations, and certifications necessary to perform the services contemplated under this RFQ and shall comply with AACOG's standards for public service, accountability, and fiduciary responsibility.

3.2 Contract Information

3.2.1 Type of Contract

This Request for Qualifications (RFQ) is anticipated to result in the award of one (1) Professional Services Agreement to the highest-ranked and most qualified Respondent.

3.2.2 Contract Period

AACOG intends to execute one (1) Professional Services Agreement with the highest-ranked and most qualified Respondent. The contract shall become effective upon execution by both parties and issuance of a Notice to Proceed (NTP). The contract shall remain in effect through completion and acceptance of all required project deliverables, unless amended, extended, or terminated in accordance with the terms of the resulting Professional Services Agreement. Any extension of the contract period shall be subject to mutual written agreement of the parties and the continued availability of funding.

3.2.3 Additional Funding

AACOG reserves the right to expand the scope of the contract to include additional tasks or services deemed beneficial to the region, subject to the parties' mutual agreement and the availability of funding.

3.2.4 Reassignment

If a Contractor fails to perform in accordance with the terms of the contract, AACOG reserves the right to terminate the contract, in whole or in part, and

reassign the work to a comparably ranked Respondent obtained through this procurement, subject to successful contract negotiations.

3.2.5 Termination for Convenience

Either party may terminate the contract, in whole or in part, for convenience by providing thirty (30) days' written notice to the other party. Upon termination, the Contractor shall satisfactorily complete all work in progress through the effective date of termination, as directed by AACOG.

3.2.6 Termination for Cause

If either party materially breaches the contract or fails to cure such breach within five (5) working days after receipt of written notice specifying the breach, the non-breaching party may terminate the contract by providing ten (10) days' written notice of intent to terminate.

3.3 Governing Provisions and Limitations

3.3.1 General Provisions

Violation of any provision set forth herein may result in a Proposal being deemed non-responsive and disqualified from further consideration. This Request for Qualifications (RFQ) is issued solely for the purpose of obtaining uniform information to assist the Alamo Area Council of Governments (AACOG) in evaluating responses for the procurement of the services identified herein. This RFQ does not constitute an offer, purchase agreement, or contract, nor does it commit AACOG to award a contract or to pay any costs incurred prior to the execution of a formal written contract, unless such expenses are expressly authorized in writing by AACOG. If accepted, the contents of a Respondent's Proposal shall become the basis for the Scope of Work incorporated into the resulting contract.

3.3.2 Responsiveness of Proposal

Respondents must submit a complete and comprehensive Proposal addressing all services and requirements specified in this RFQ. Any Proposal that is incomplete or fails to address all required elements may be deemed non-responsive and rejected.

3.3.3 AACOG Rights and Reservations

AACOG reserves the right to accept or reject any or all Proposal received; cancel, withdraw, reissue, or modify this RFQ in whole or in part; award one or more

contracts for any or all services solicited and in such quantities as AACOG determines to be in its best interest; extend, shorten, increase, or decrease the scope or duration of any contract awarded as a result of this RFQ; request additional information, clarification, or explanation from any

Respondent; waive minor informalities, defects, or irregularities in the procurement process; and make changes to this RFQ through written addenda issued by AACOG and provided to all known interested parties. AACOG further reserves the right to negotiate final contract terms with one or more selected Respondents and amend such terms as necessary to meet AACOG's operational needs; contact references, employers, agencies, or other entities identified in a Proposal or other sources having knowledge of a Respondent's qualifications or performance; and conduct on-site reviews, audits, or inspections of records, systems, and procedures, including credit or criminal background checks, either before or after contract award. Any material misrepresentation by a Respondent may result in rejection of the Proposal or cancellation of any contract awarded.

3.3.4 Funding Availability

AACOG reserves the right to withdraw, reduce, or cancel any contract award resulting from this RFQ if sufficient funding is not received or is reduced due to legislative action or changes in funding source availability.

3.3.5 Ethics, Conflicts of Interest, and Competition

Respondents shall not, under penalty of law, offer or provide any gratuity, favor, or item of monetary value to any officer, board member, employee, evaluator, agent of AACOG, or elected official for the purpose of influencing this procurement.

Respondents shall not lobby, advocate, or otherwise attempt to improperly influence any AACOG officer, board member, employee, evaluator, agent, or elected official regarding this RFQ. No AACOG officer, board member, employee, evaluator, or agent shall participate in the selection, award, or administration of a contract if a conflict of interest or the appearance of a conflict exists. Respondents shall not engage in any activity that restricts or eliminates competition; however, this restriction does not prohibit lawful joint ventures or subcontracting arrangements

3.3.6 Obligation to Contract

The contents of a successful Proposal shall become a contractual obligation upon award. Failure of a selected Respondent to execute a contract may result in cancellation of the award and recovery of damages incurred by AACOG. No claim of error or mistake shall relieve a Respondent of its obligations at the proposed price or terms. AACOG may withhold execution of a contract if unresolved issues exist related to compliance, audit findings, questioned or disallowed costs, or legal matters, until such issues are satisfactorily resolved.

3.3.7 Taxes

AACOG is exempt from the payment of State of Texas sales tax and federal

excise tax.

3.3.8 Record Retention and Compliance

Respondents shall retain all records related to any contract awarded under this RFQ for a minimum period of seven (7) years following final payment and resolution of all pending matters. This requirement survives termination of this RFQ or any resulting contract. Respondents shall submit to AACOG all documentation and forms required by applicable funding sources, including but not limited to the Economic Development Administration (EDA), Environmental Protection Agency (EPA), U.S. Department of Labor (DOL), and U.S. Department of Defense (DoD), as applicable.

This requirement also survives termination.

3.3.9 No Waiver

Failure by AACOG to enforce any provision of this RFQ shall not constitute a waiver of AACOG's right to enforce such provision at a later time. Any waiver must be in writing and shall not constitute a waiver of any subsequent breach.

3.3.10 No Exclusivity

Award of a contract under this RFQ does not grant exclusive rights to perform services for AACOG or Port San Antonio (PORT SAN ANTONIO). AACOG reserves the right to procure similar or identical services from other sources when deemed to be in its best interest.

3.3.11 Order of Precedence

In the event of any conflict, inconsistency, or ambiguity among the Contract Documents, the order of precedence shall be: (1) applicable federal, state, and local laws, regulations, and grant requirements; (2) the executed Professional Services Agreement, including any written amendments; (3) this Request for Qualifications (RFQ), including all issued addenda; and (4) the selected Consultant's Statement of Qualifications (SOQ). If a conflict remains after applying the foregoing order of precedence, AACOG's written interpretation shall govern, except as otherwise required by applicable law.

3.4 Administrative Requirements and Insurance

3.4.1 Additional Commercial General Liability Coverage Requirements

Commercial General Liability (CGL) insurance shall include the following minimum coverages and limits, consistent with federal funding requirements, Port San Antonio (PORT SAN ANTONIO) installation standards, and AACOG risk management policies:

CGL Coverage Component	Minimum Required Limit
Medical Expenses	\$5,000 per person
Personal and Advertising Injury Liability	\$1,000,000
Products and Completed Operations Aggregate	\$5,000,000
Damage to Premises Rented to the Respondent	\$50,000

3.4.2 Occurrence Basis and Additional Insureds

All Commercial General Liability insurance shall be written on an occurrence basis and shall name the Alamo Area Council of Governments (AACOG), its officers, employees, and agents as Additional Insureds on all applicable policies. When required by the resulting Professional Services Agreement or applicable project, funding, or site access requirements, Port San Antonio and/or the United States Government shall also be named as Additional Insureds, to the extent permitted by law.

3.4.3 Primary and Non-Contributory Coverage

Coverage shall be primary and non-contributory with respect to any insurance maintained by AACOG, PORT SAN ANTONIO, or the United States Government.

3.4.4 Certificate of Insurance (COI) Submission

Prior to execution of the Professional Services Agreement and before commencing any services, the selected Consultant shall submit a Certificate of Insurance (COI) evidencing all required insurance coverage. The Consultant shall maintain the required coverage throughout the contract term and provide updated certificates upon renewal, replacement, or modification of any applicable policy.

3.4.5 COI Content and Review Requirements

The Certificate of Insurance shall clearly identify all required coverage types, policy limits, and effective dates. The Certificate shall name the Alamo Area Council of Governments (AACOG), its officers, employees, and agents as Additional Insureds on all applicable policies. When required by the Professional Services Agreement, applicable project requirements, funding requirements, or site access requirements, Port San Antonio and/or the United States Government shall also be named as Additional Insureds, to the extent permitted by law. The Certificate shall further provide that AACOG will receive not less than thirty (30) days' prior written

notice of cancellation, non-renewal, or material modification of coverage, except where a shorter notice period is required by law. The Certificate of Insurance shall be subject to AACOG's review and written approval prior to commencement of services.

Be subject to review and written approval by AACOG prior to acceptance.

3.4.6 Enforcement and Remedies

Failure to maintain the required insurance coverage or to provide acceptable proof of insurance may result in suspension of services, withholding of payment, termination of the Professional Services Agreement for default, or the exercise of any other remedies available to AACOG under the Agreement or applicable law.

3.5 Administrative and Fiscal Capacity

3.5.1 Administrative, Managerial, and Fiscal Capability

Respondents must demonstrate the administrative, managerial, and fiscal capability necessary to perform the services required under this RFQ successfully and to comply with all applicable federal grant financial accountability requirements, when applicable or if funding becomes available. Respondents awarded a contract shall comply with all AACOG rules, policies, directives, procedures, plans, and any unilateral contract modifications issued in accordance with applicable law.

3.5.2 Compliance Monitoring and Audit Access

Respondents are subject to compliance monitoring. During regular business hours, and as often as deemed necessary, AACOG, the Economic Development Administration (EDA), and/or their duly authorized representatives shall have full access to any books, records, invoices, payroll records, timesheets, and other documents related to the Professional Services Agreement resulting from this RFQ for the purpose of verifying contractual, programmatic, and financial compliance with applicable federal, state, and local laws, regulations, grant requirements, and AACOG policies. Respondents shall provide reports, documentation, and supporting materials upon request, as required by AACOG, the EDA, or other applicable funding or oversight agencies.

3.5.3 Authorization and Personnel Requirements

Private for-profit corporations submitting a Proposal must include a statement signed by an authorized corporate representative affirming authorization to submit the Proposal. AACOG may require the removal of any employee or staff member assigned to the contract who is alleged, accused, arrested, or charged with a disqualifying offense after a background check is completed. Respondents shall immediately notify AACOG upon becoming aware of any such allegation or charge so that AACOG may

determine whether continued assignment of the individual is permitted. Respondents must possess and maintain the knowledge, experience, professional judgment, and organizational capacity necessary to perform the services and activities required under this RFQ in accordance with AACOG and PORT SAN ANTONIO requirements.

3.6 Performance and Payment Bond Requirements

3.6.1 General Requirement

Performance Bonds and Payment Bonds are not required for the submission of Statements of Qualifications or for the award of the Professional Services Agreement under this RFQ. Should AACOG determine that bonds are necessary for any construction-related services or other authorized work, such requirements will be communicated separately and incorporated through a written contract amendment or other authorized contract document, as permitted by applicable law.

3.6.2 Bond Amount and Surety

If Performance Bonds or Payment Bonds are required by AACOG for any construction-related services or other authorized work, such bond(s) shall be in an amount determined by AACOG and consistent with applicable law, the Professional Services Agreement, or any authorized contract amendment. All required bond(s) shall be issued by a surety company authorized to do business in the State of Texas and acceptable to AACOG.

3.6.3 Timing and Submission

If Performance Bonds or Payment Bonds are required by AACOG, the selected Consultant shall submit the required bond(s) before commencing any construction-related services or other work for which such bonds are required. Failure to provide the required bond(s) within the timeframe specified by AACOG may result in suspension of the affected work, termination of the applicable authorization, or the exercise of any other remedies available under the Professional Services Agreement or applicable law.

3.6.4 Task-Order Applicability

Performance Bonds and Payment Bonds are not required for the submission of a Statement of Qualifications (SOQ) or upon execution of the Professional Services Agreement. AACOG reserves the right to require bonds, when permitted by law, if the scope of work is expanded to include construction-related services or other activities requiring such security.

3.6.5 Bond Release

Release of any Performance Bond or Payment Bond shall be contingent upon satisfactory completion of the authorized work for which the bond

was required, final acceptance of such work by AACOG, and completion of all required closeout documentation and contractual obligations. If applicable, release of the bond(s) shall also comply with all requirements of the Professional Services Agreement and applicable law.

3.6.6 Waiver or Modification

AACOG reserves the right, when permitted by law, to waive, reduce, or otherwise.

PART 4 – PROPOSAL REVIEW & SELECTION PROCESS

This Part describes the evaluation methodology, scoring criteria, selection process, and dispute resolution procedures used by AACOG to review and award Proposal under this RFQ.

4.1 Evaluation Process

4.1.1 Initial Review for Responsiveness and Eligibility

AACOG personnel will conduct an initial review of all Proposal to determine responsiveness and eligibility in accordance with the requirements set forth in this RFQ. Proposal that fail to meet mandatory submission requirements or eligibility criteria may be deemed non-responsive or ineligible and excluded from further consideration.

4.1.2 Evaluation and Scoring

All Proposal determined to be responsive and eligible will be evaluated and scored by an independent evaluation committee. Evaluations will be conducted using a standardized scoring matrix based on the evaluation criteria identified in Section

4.2 of this RFQ.

4.1.3 Proposal Classification

Based on the review and evaluation process, Proposal will be classified into one of the following categories: Responsive, Responsible, Non-Responsive, and Ineligible.

4.1.4 Clarifications

AACOG may, at its sole discretion, request written clarifications from one or more Respondents to assist in the evaluation process. Any such clarifications shall not materially alter the content, scope, or substance of the original Proposal.

4.2 Evaluation Criteria

AACOG will evaluate Statements of Qualifications (SOQs) based upon demonstrated competence, qualifications, experience, project understanding, and the ability to successfully perform the required

professional engineering services. The Evaluation Committee may request clarifications, verify references, conduct interviews, and perform additional due diligence as necessary. Respondents shall complete and submit all required Evaluation Criteria Forms included in this RFQ. Information provided within Attachments F, G, and H will be used by the Evaluation Committee to assess qualifications, experience, organizational capacity, project performance, and cost estimating accuracy.

Failure to complete and submit all required Evaluation Criteria Forms may result in the Statement of Qualifications being determined non-responsive and removed from further consideration.

Total Possible Points: 100

4.2.1 Organizational Capacity and Project Team (20 Points)

4.2.1.1 Company Information and Organizational Structure

Provide the firm's legal name, headquarters location, office location responsible for the project, ownership structure, years in business, and total number of employees.

Identify all proposed subconsultants and describe their anticipated roles and responsibilities.

Respondents shall complete and submit Attachment G – Team Experience and Qualifications Form.

Using Attachment, identify the Prime Consultant and all proposed subconsultants and describe experience relevant to:

- Potable water transmission infrastructure
- Utility coordination
- Surveying services
- Environmental services
- Geotechnical engineering
- Permitting support
- Construction administration
- Federal infrastructure projects
- Military installation projects
- Other services relevant to the Scope of Work

4.2.1.2 Project Understanding and Technical Approach

Describe the firm's understanding of the project objectives and

challenges. At a minimum, address:

- Stakeholder coordination
- Utility coordination
- Surveying
- Environmental review
- Permitting
- Design development
- Cost estimating
- Quality Assurance/Quality Control (QA/QC)
- Risk management
- Schedule management

NOTE: respondents may also choose to provide the same type of information for the design of a recycled water line in the same configuration. This is optional, and work will be awarded pending availability of funds. A separate narrative is not required, but respondents who choose this option should make it clear that they are including it in their response.

4.2.1.3 Key Personnel and Staffing Capacity

Identify all key personnel proposed for the project. At a minimum, include:

- Project Manager
- Lead Design Engineer
- Survey Manager
- Utility Coordination Lead
- Environmental Lead
- Quality Control Manager
- Other personnel critical to project delivery

For each key personnel provide resumes with the following:

- Title
- Licenses and certifications
- Years of experience
- Relevant project experience
- Proposed project responsibilities

4.2.1.4 Project Management Capacity

Describe the firm's ability to successfully manage the project while maintaining adequate staffing and resources. Demonstrate the firm's ability to coordinate multiple stakeholders and meet project milestones.

Maximum Points: 20

4.2.2 Similar Past Projects and Performance (35 Points)

Respondents shall complete and submit Attachment H – Similar Past Projects and Performance Form. Provide information for three (3) projects completed within the last seven (7) years that are similar in scope, complexity, stakeholder involvement, and technical requirements.

Projects should demonstrate experience with:

- Potable water transmission mains
- Utility infrastructure
- Military installations
- Federal facilities
- Critical infrastructure projects

- Utility resiliency projects
- Comparable engineering design services

For each project provide:

- Project Name
- Project Description
- Construction Contract Value
- Design Fee
- Key Personnel Involved
- Number of Change Orders
- Project Owner
- Completion Date
- Client Reference Information

4.2.2.2 Project References

Provide a minimum of three (3) references for projects of similar size and complexity.

References shall include:

- Project Name
- Client Name
- Contact Name
- Contact Title
- Telephone Number
- Email Address
- Brief Description of Services Provided

AACOG reserves the right to contact any references provided and any other project owners known to AACOG.

Maximum Points: 35

4.2.3 OPCC Accuracy and Cost Control (20 Points)

Respondents shall complete and submit Attachment I – Engineer's Opinion of Probable Construction Cost (OPCC) Form. Using the form provided, submit information for six (6) projects demonstrating the firm's historical accuracy in preparing Engineer's Opinions of Probable Construction Cost (OPCC). Three of these projects should be the same as those submitted in Attachment H.

For each project provide:

- 100% Design OPCC
- Construction Award Amount
- Percentage Difference
- Number of Bidders
- Average of Other Bids
- Construction Start Date
- Construction Completion Date
- Total Number of Change Orders
- Total Change Order Cost
- Change Orders as a Percentage of Construction Award

AACOG will evaluate the Respondent's ability to develop accurate cost estimates, manage project risks, and minimize unnecessary change orders.

Maximum Points: 20

4.2.4 Project Understanding and Technical Methodology (15 Points)

Limit Response to Five (5) Pages.

Describe the firm's proposed methodology for delivering the PORT SAN ANTONIO / Port San Antonio Water Infrastructure Design Project.

At a minimum, address:

- Project approach
- Design methodology
- Utility coordination
- Familiarity with SAWS Standard Specifications and Material Specifications
- Surveying approach
- Environmental compliance
- Permitting strategy
- Stakeholder engagement
- Risk management
- Quality control
- Schedule management

NOTE: respondents may also choose to provide the same type of information for the design of a recycled water line in the same configuration. This is optional, and work will be awarded pending

availability of funds. A separate narrative is not required, but respondents who choose this option should make it clear that they are including it in their response.

Maximum Points: 15

4.2.5 Federal and Military Installation Experience (10 Points)

Limit Response to One (1) Page.

Describe the firm's experience providing professional engineering services for:

- Port San Antonio
- Department of Defense facilities
- Federal agencies
- Military installations
- Critical infrastructure projects
- Utility resiliency projects

Experience narratives should demonstrate familiarity with:

- Unified Facilities Criteria (UFC)
- Military installation coordination
- Federal project delivery requirements
- Federal grant compliance
- Security and access procedures
- Multi-agency stakeholder coordination

Maximum Points: 10

TOTAL POSSIBLE POINTS: 100

Required Evaluation Criteria Forms

- Attachment G – Team Experience and Qualifications Form (Required)
- Attachment H – Similar Past Projects and Performance Form (Required)
- Attachment I – Engineer's Opinion of Probable Construction Cost (OPCC) Form (Required)

Failure to submit any required Evaluation Criteria Form may result in the Respondent being determined non-responsive.

4.3 Procurement Dispute Resolution

4.2.1 Appeal Process

4.2.1.1 Eligibility and Deadline for Appeals

Respondents not selected for the award may submit an appeal only for an alleged violation of a law or regulation governing the procurement process. Appeals based solely on disagreement with the evaluation results, scoring, or ranking of Proposal are not permitted. Appeals must be submitted in writing via email within ten (10) calendar days of the Respondent's receipt of AACOG's notification of final action.

Failure to submit an appeal within this timeframe shall constitute a waiver of the right to appeal.

4.2.1.2 Submission Method and Required Content

Appeals shall be submitted by email only to Debbie Ugarte, Contracts and Procurement Director (dugarte@aacog.gov), with a copy to the AACOG Procurement Department (procurement@aacog.gov). Appeals must clearly identify the AACOG action being appealed, the specific law or regulation alleged to have been violated, and the factual and legal basis supporting the appeal. Appeals must be submitted by,

or with written authorization from, the Respondent's authorized representative. Appeals submitted by any method other than email, or sent to any individual not identified above, will not be accepted.

4.2.1.3 Limitations and Final Determination

Respondents may not appeal the scoring or ranking of Proposal unless supported by material and relevant facts demonstrating a violation of applicable law or regulation. Appeals based solely on the belief that one Proposal is superior to another will not be considered. Any hearing related to an appeal shall be conducted at the sole discretion of AACOG in accordance with established procedures, and AACOG's determination on any appeal shall be final.

4.2.2 Debriefing Process

4.2.2.1 Eligibility and Request Deadline

Respondents not selected for the award who elect not to file an appeal may request a debriefing to obtain general information regarding the procurement process and evaluation. Requests for debriefing must be submitted in writing via email within ten (10) calendar days of the Respondent's receipt of AACOG's notification of the procurement decision. Failure to submit a timely request shall constitute a waiver of the right to a debriefing.

4.2.2.2 Submission Method and Scheduling

Requests for debriefing shall be submitted by email only to Debbie Ugarte, Contracts and Procurement Director (dugarte@aacog.gov), with a copy to the AACOG Procurement Department (procurement@aacog.gov). AACOG will acknowledge receipt of the request in writing and will provide the date and time of the debriefing. Debriefings shall be scheduled as soon as practicable, and no later than ten (10) calendar days following receipt of the request.

4.2.2.3 Scope and Limitations of Debriefings

Debriefings are provided as a courtesy and are intended to promote transparency, explain the evaluation process, and assist unsuccessful Respondents in understanding the basis for the procurement decision. Debriefings will not include comparisons with other Proposal, disclosure of proprietary or confidential information, or detailed deliberations of the evaluation committee.

PART 5 – RESPONSE REQUIREMENTS

This Part outlines the required Proposal format, submission standards, page limitations, validity period, and content organization for Respondents submitting Proposal under this RFQ.

5.1 Email Submission

One (1) complete electronic copy of the Proposal shall be submitted via email to **ijones@aacog.gov** and **procurement@aacog.gov**, with a copy (cc) to **dugarte@aacog.gov**, using the following subject line: **RFQ-26-03-MIRR – Port San Antonio Water Infrastructure Design Project**. Hard copy submissions will not be accepted. Proposal received after the submission deadline or that fail to comply with the submission requirements of this RFQ may be deemed non-responsive and rejected from further consideration.

5.2 Response Format

Proposal must be typed, single-spaced, and formatted on standard 8½ x 11-inch paper. Font size shall not be less than ten (10) points. Each page of the Proposal, except the Proposal Title Page, shall be sequentially numbered, including all attachments. Proposal must include all required elements and follow the order prescribed in this RFQ. Failure to comply with formatting or submission requirements may result in the Proposal being deemed non-responsive.

5.3 Proposal Validity Period

Each Proposal shall remain valid for acceptance by AACOG for a

minimum period of thirty (30) calendar days following the Proposal submission deadline to allow sufficient time for evaluation, selection, and Board action.

5.4 Page Limitations

Respondents are encouraged to keep Statements of Qualifications (SOQs) concise, clear, and focused. The following page limits apply:

- Executive Summary: Maximum of 1 page
- Organizational Capacity and Project Team: Maximum of 5 pages
- Project Understanding and Technical Approach: Maximum of 5 pages
- Federal and Military Installation Experience: Maximum of 1 page
- Resumes of Key Personnel: Maximum of 2 pages per individual
- Organizational Chart: Maximum of 1 page

The page limitations do not include:

- Cover Letter
- Table of Contents
- Required Forms and Certifications
- Resumes
- Organizational Chart
- Divider Pages
- Cover Letter
- RFQ Cover Sheet / Title Page
- **Attachment F – Team Experience and Qualifications**
- **Attachment G – Similar Past Projects and Performance**
- **Attachment H– Engineer's Opinion of Probable Construction Cost (OPCC) Accuracy Form**
- Proof of Insurance
- Required Certifications, Licenses, and Regulatory Compliance Documentation
- Divider or Section Title Pages

5.5 Order of Contents

Statements of Qualifications (SOQs) must be clearly labeled and compiled in the exact order listed below. Respondents shall include all required forms, certifications, and attachments as part of their submission.

SOQs that do not include all required items may be deemed non-responsive and may be rejected at AACOG's sole discretion.

The AACOG Vendor Packet is required and must be submitted as a separate PDF file. The Vendor Packet shall not be included in the Main SOQ PDF.

A. Main SOQ PDF (Required)

1. RFQ Cover Sheet / Title Page (Attachment A)
2. Table of Contents
3. Executive Summary
4. Organizational Capacity and Project Team
5. Project Understanding and Technical Approach
6. Federal and Military Installation Experience
7. Attachment F – Team Experience and Qualifications
8. Attachment G – Similar Past Projects and Performance
9. Attachment H – Engineer's Opinion of Probable Construction Cost (OPCC) Accuracy Form
10. Acknowledgement and Certification Sheet (Attachment B)
11. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Attachment C)
12. Non-Discrimination Certification (Attachment D)
13. Certification for Contracts, Grants, Loans, and Cooperative Agreements (Attachment E)
14. Proof of Insurance (Certificate of Insurance or Letter of Insurability)
15. Required Certifications, Licenses, and Regulatory Compliance Documentation

B. AACOG Vendor Packet (Separate PDF Required)

The AACOG Vendor Packet is required and must be submitted as a

separate PDF file. The Vendor Packet shall not be included in the Main SOQ PDF.

5.6 Table of Contents

Each SOQ shall include a Table of Contents listing all sections, subsections, attachments, and corresponding page numbers. All materials shall be clearly labeled and organized to facilitate evaluation.

5.7 Executive Summary

Respondents shall provide an Executive Summary that concisely highlights the organization's background, relevant experience, and overall approach to delivering the services solicited under this RFQ. The Executive Summary shall demonstrate the Respondent's understanding of the Scope of Work and include a clear commitment to timely, compliant, and successful performance.

5.8 Narrative

The Narrative shall address the evaluation criteria outlined in this RFQ and provide sufficient detail to allow AACOG to evaluate the Respondent's qualifications and approach.

At a minimum, the Narrative shall include:

- **Organizational Capacity and Project Team;**
- **Project Understanding and Technical Approach; and**
- **Federal and Military Installation Experience.**

5.9 Narrative Organization and Clarity Requirements

Respondents shall organize the Narrative in the same order as the Evaluation Criteria and clearly label each section.

Responses should be concise, relevant, and directly responsive to the requirements of this RFQ.

5.10 Email Subject Line

Respondents shall submit Proposal by email using the following subject line:
RFQ Submission: RFQ-26-03-MIRR-PORT SAN ANTONIO

5.11 File Format and Naming

Proposal and all required attachments must be submitted electronically.

AACOG prefers that the Proposal be submitted as one combined PDF file whenever possible. If file size limitations require multiple files, Respondents shall clearly label each file. If a Respondent is unable to submit in PDF format, AACOG may accept an alternate electronic format at its discretion.

File Type	Required File Name Format
Main Proposal (Preferred single PDF)	XXXXXX – RFQ-26-03-MIRR-PORT SAN ANTONIO.pdf
AACOG Vendor Packet (Separate PDF Required)	XXXXXX – AACOG Vendor Packet.pdf
Multiple Proposal Files (If needed due to file size)	XXXXXX – RFQ-26-03-MIRR-PORT SAN ANTONIO (Part X of Y).pdf

PART 6 – REQUIRED PROPOSAL FORMS AND ATTACHMENTS

This Part identifies the mandatory and conditional forms, certifications, and attachments that must be completed and submitted as part of a Respondent's Statement of Qualifications (SOQ) under this RFQ. Respondents are responsible for ensuring that all required items are complete, properly executed, and submitted in accordance with the SOQ organization and submission requirements set forth in Part 5.

6.1 Required Forms and Certifications (Mandatory Submission)

All required forms, certifications, and evaluation criteria forms must be completed in full, signed, and dated by an individual authorized to bind the Respondent. Unsigned, incomplete, or missing forms may result in the SOQ being deemed non-responsive and excluded from further consideration.

The following required forms and certifications must be included in the Main SOQ PDF at the time of submission:

- Acknowledgement and Certification Sheet (Attachment B)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Attachment C)
- Non-Discrimination Certification (Attachment D)
- Certification for Contracts, Grants, Loans, and Cooperative Agreements (Attachment E)
- Vendor Compliance Checklist (Attachment F)
- Proof of Insurance (Certificate of Insurance or Letter of Insurability)
- W-9 Form
- Executive Summary (Maximum of one (1) page)
- Organizational Capacity and Project Team (Maximum of five (5) pages)
- Project Understanding and Technical Approach (Maximum of five (5) pages)
- Federal and Military Installation Experience (Maximum of one (1) page)

- Attachment F – Team Experience and Qualifications (Mandatory Submission)
- Attachment G – Similar Past Projects and Performance (Mandatory Submission)
- Attachment H – Engineer's Opinion of Probable Construction Cost (OPCC) Accuracy Form (Mandatory Submission)
- Resumes of Key Personnel (Maximum of two (2) pages per individual)
- Organizational Chart (Maximum of one (1) page)

Failure to submit any required form, certification, supporting documentation, or mandatory evaluation attachment identified in this RFQ may result in the Statement of Qualifications (SOQ) being deemed non-responsive and excluded from further consideration. AACOG reserves the right to reject any SOQ that is incomplete, fails to comply with the requirements of this RFQ, or omits required submission materials.

5.12 AACOG Vendor Packet (Separate File Requirement)

The AACOG Vendor Packet is required and must be submitted as a separate PDF file.

5.13 Insurance Submission Requirement (Pass/Fail)

Failure to submit proof of insurance or a letter of insurability meeting the requirements of this RFQ may render the Proposal **non-responsive** and may result in disqualification from further consideration. **AACOG may, at its sole discretion, allow Respondents to correct minor administrative errors that do not affect the substance of the Proposal.**

5.14 Form Execution Requirements

All required forms shall be completed in full and signed by an individual authorized to bind the Respondent. AACOG reserves the right to verify the accuracy and completeness of all submitted forms, certifications, and attachments.

Proposal Title Page

(Attachment A)

Legal Name of Proposing Entity	
Name of Owner / Director of Entity	
Title	
Mailing Address	
Physical Address (if different from mailing)	
Telephone Number	
E-mail Address	
Contract Signatory Authority & Title	
Federal Tax Identification Number	
Historically Under-Utilized Business (HUB)	☐ Yes ☐ No
<i>(If yes, attach a copy of current certification.)</i>	
Legal / Tax Status of Organization	☐ Corporation ☐ Sole Proprietor ☐ Partnership ☐ Other: _____

Acknowledgement and Certification

(Attachment B)

The undersigned certifies that:

1. All specifications, terms, and conditions of this Solicitation have been read, understood, and accepted.
2. The proposer agrees to comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to **Texas Government Code Chapters 2155, 2251, 2252, and 2261**, as applicable.
3. The information contained in this proposal is true, accurate, and complete to the best of the proposer's knowledge and belief.
4. The undersigned is an authorized representative of the proposing entity and has the authority to bind the organization contractually.
5. The proposer certifies compliance with **Texas Government Code §2252.001–§2252.003 (Residence State Certification)** and acknowledges that failure to comply may result in disqualification or termination of any resulting contract.
6. The proposer further certifies that no gratuities, favors, or inducements have been offered to any officer, employee, or representative of the Alamo Area Council of Governments (AACOG) in connection with this procurement.

By signing below, the proposer further certifies compliance with all applicable provisions of the Texas Government Code and acknowledges that any false statement, misrepresentation, or failure to comply with statutory requirements may result in disqualification, termination of contract, or other legal remedies available to the Alamo Area Council of Governments (AACOG).

AUTHORIZED SIGNATURE

Printed Name

Title

Signature

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION****
(For Contracts and Grants)

(Attachment C)

VENDOR INFORMATION

	(Please Fill Below)
Name of Individual / Agency / Business / Organization	
Doing Business As (DBA), if applicable	
Address	
Applicable Procurement / Solicitation No.	
Federal Employer Identification Number (FEIN)	

CERTIFICATION STATEMENT

By signing and submitting this certification, the prospective vendor/grantee acknowledges and agrees to the following:

1. This certification is a material representation of fact upon which the **Alamo Area Council of Governments (AACOG)** will rely when entering into this transaction.
2. If it is later determined that the prospective vendor/grantee knowingly rendered an erroneous certification, AACOG may pursue available remedies, including but not limited to **contract termination, suspension, or debarment**, in addition to any other remedies available under federal or state law.
3. The prospective vendor/grantee agrees to provide **immediate written notice** to:

Executive Director

Alamo Area Council of Governments 2700 NE Loop 410,
Suite 101
San Antonio, TX 78217



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION****
(For Contracts and Grants) (Continued)

if at any time it learns that this certification was erroneous when submitted or has become erroneous due to changed circumstances.

4. The terms “covered contract,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded” have the meanings assigned in the federal regulations implementing **Executive Order 12549**.
5. The vendor/grantee agrees that, if awarded a contract or grant, it will **not knowingly enter into any lower-tier covered transaction or subcontract** with any party that is debarred, suspended, or ineligible unless specifically authorized in writing by the appropriate agency or AACOG.

☐ **Yes** ☐ **No**

Do you have or anticipate having sub-vendors or sub-grantees under this agreement?

6. The vendor/grantee agrees to include this certification, without modification, in all lower-tier covered transactions and solicitations.
7. The vendor/grantee acknowledges that AACOG verifies exclusion status through applicable federal and state debarment lists.
8. Nothing herein requires the establishment of a special recordkeeping system beyond that normally maintained in the ordinary course of business.
9. If a vendor knowingly enters into a covered transaction with an ineligible party, AACOG and/or the applicable funding agency may pursue remedies including termination, suspension, or debarment.

CERTIFICATION OF ELIGIBILITY

☐ **Option 1 – Certification of Eligibility**

The vendor/grantee certifies that neither it nor its principals:

- Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state agency;
- Have, within the past three (3) years, been convicted of or had a civil judgment



rendered for fraud, criminal offense, or violation of public contract laws;

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION**
(For Contracts and Grants) (Continued)**

- Are presently indicted or otherwise charged by a governmental entity for such offenses;
- Have had a public contract terminated for cause or default within the past three (3) years.

☐ **Option 2 - Unable to Certify**

The vendor/grantee cannot certify one or more of the above statements and has attached a **signed and dated explanation** for each applicable item.

AUTHORIZED SIGNATURE

Name of Potential Vendor / Grantee

Authorized Representative (Print Name)

Title

Signature

Date

NON-DISCRIMINATION CERTIFICATION

(Attachment D)

The undersigned contractor/vendor hereby certifies that it agrees to comply with all applicable federal nondiscrimination laws and regulations, including but not limited to the following:

1. **Title VI of the Civil Rights Act of 1964**, as amended (42 U.S.C. §2000d), which prohibits discrimination based on race, color, or national origin in programs or activities receiving federal financial assistance (45 CFR Part 80).
2. **Section 504 of the Rehabilitation Act of 1973**, as amended (29 U.S.C. §794), which prohibits discrimination against qualified individuals with disabilities in:
 - Programs and activities receiving federal financial assistance (45 CFR Part 84);
 - Programs with fewer than fifteen (15) employees (45 CFR §84.52(d)(2));
 - Admission or treatment of substance abusers with medical conditions (45 CFR §84.53); and
 - Programs or activities conducted by the U.S. Department of Health and Human Services (45 CFR Part 85).
3. **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. §1681), which prohibits discrimination on the basis of sex in federally assisted education programs (45 CFR Part 86).
4. **The Age Discrimination Act of 1975**, as amended (42 U.S.C. §6101), which prohibits discrimination on the basis of age in:
 - Programs or activities receiving federal financial assistance (45 CFR Part 90); and
 - Programs or services receiving financial assistance from the U.S. Department of Health and Human Services (45 CFR Part 91).
5. **Title II of the Americans with Disabilities Act of 1990**, as amended (28 CFR Part 35), which prohibits discrimination on the basis of disability in public services.

CERTIFICATION



NON-DISCRIMINATION CERTIFICATION (Continued)

By signing below, the undersigned certifies that the vendor/grantee complies with all applicable nondiscrimination statutes and regulations listed above and agrees to remain in compliance for the duration of any contract or agreement resulting from this procurement.

AUTHORIZED SIGNATURE

Name of Potential Vendor / Grantee _____

Authorized Representative (Printed Name) _____

Title _____

Signature _____

Date _____

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(Attachment E)

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. **No Federal appropriated funds** have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with:
 - The awarding of any Federal contract;
 - The making of any Federal grant or loan;
 - The entering into of any cooperative agreement; or
 - The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If **any funds other than Federal appropriated funds** have been paid or will be paid for influencing or attempting to influence any of the individuals listed above in connection with this transaction, the undersigned shall complete and submit **Standard Form LLL – Disclosure Form to Report Lobbying**, in accordance with its instructions.
3. The undersigned agrees that the language of this certification shall be included in the award documents for **all subawards at all tiers**, including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements, and that all subrecipients shall certify and disclose accordingly.
4. This certification is a **material representation of fact** upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite imposed by **31 U.S.C. §1352**.
5. Any person who fails to file the required certification shall be subject to a **civil penalty of not less than \$10,000 and not more than \$100,000** for each such failure.

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
(Continued)**

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

The undersigned certifies, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit **Standard Form LLL – Disclosure Form to Report Lobbying**, in accordance with its instructions.

Submission of this statement is a prerequisite for entering into this transaction under **31 U.S.C. §1352**, and failure to comply may result in civil penalties ranging from **\$10,000 to \$100,000** per occurrence.

AUTHORIZED CERTIFICATION

Response

Organization Name

Authorized Representative (Printed Name)

Title

Signature

Date

Attachment F – Team Experience and Qualifications

Sub-Consultant Table Team Experience and Qualifications

When answering the questions below, use only the space provided in this form, unless otherwise indicated. If all fields are not completed, the Respondent is at risk for being rejected due to non-responsiveness. It is not acceptable to indicate “see attached” on this form.

- 1) Using the table, describe your firm’s most relevant experience. Include a description of the role of any sub-consultants your firm is proposing and their experience. Any firm or sub-consultant experience provided is to be relevant to the Scope of Services requested within this RFQ.

Experience Relevant to Scope of Work <i>(I.E.: Trenchless technology, open cut pipeline installation, conducting preliminary archaeological and environmental reviews, etc.)</i>	Respondent	Sub 1:	Sub 2:	Sub 3:	Sub 4:	Sub 5:	Sub 6:	Sub 7:	Sub 8:	Sub 9:	Sub 10:

Attachment G – Similar Past Projects and Performance

Project Name

- Project Description
- Construction Contract Value
- Design Fee
- Key Personnel Involved
- Number of Change Orders
- Project Owner
- Completion Date
- Client Reference Information

- 1) Complete the table provided within the Evaluation Criteria forms identifying three (3) **relevant** projects of similar Scope of Services that details the entire project life cycle to the projects identified within this RFQ that were **completed within the past seven (7) years**. Identify key personnel, who are part of the proposed team, and their roles and responsibilities for at least two (2) of the three (3) projects.

Photos can be inserted but could hinder your availability to provide further project description within the allotted page and are not encouraged. Projects in the close-out phase with facilities in service are considered completed.

Project #1 Name:	
Description.	

Key Personnel (to include personnel titles and specific project tasks).			
Number of Change Orders (not requested by the Project Owner).			
Construction Contract Value:			
Design Fee:			
Project Owner Name:			
Project Owner's Current Phone Number:		Project Owner's Current E-mail Address:	

Project #2 Name:			
Description.			
Key Personnel (to include personnel titles and specific project tasks).			
Number of Change Orders (not requested by the Project Owner).			
Construction Contract Value:			
Design Fee:			

Project Owner Name:			
Project Owner's Current Phone Number:		Project Owner's Current E-mail Address:	

Project #3 Name:			
Description.			
Key Personnel (to include personnel titles and specific project tasks).			
Number of Change Orders (not requested by the Project Owner).			
Construction Contract Value:			
Design Fee:			

Project Owner Name:			
Project Owner's Current Phone Number:		Project Owner's Current E-mail Address:	

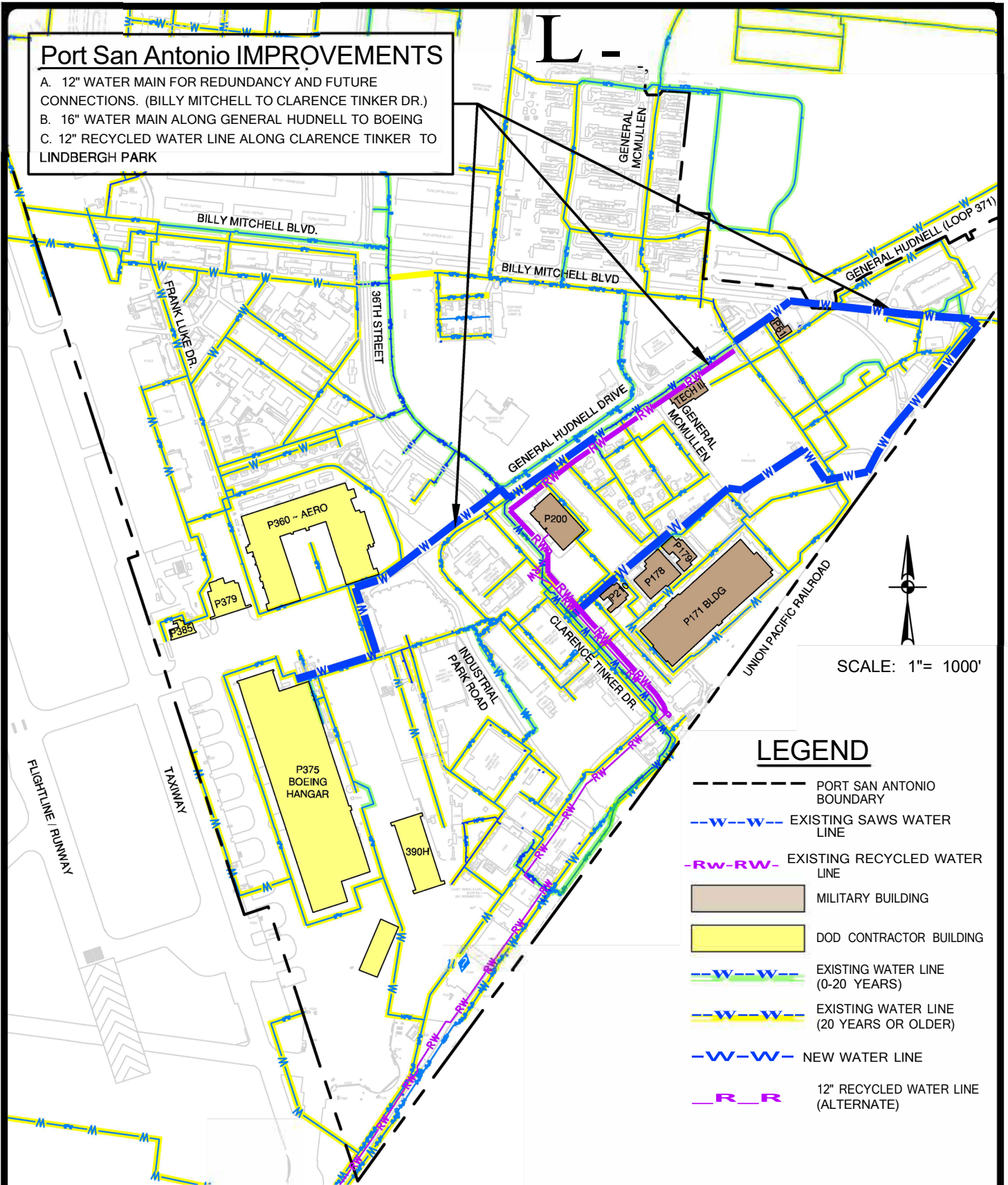
Attachment H – OPCC Accuracy Form

- 1) Using the table within the Evaluation Criteria form, provide project information for the three (3) projects submitted in Attachment G) of this criteria, as well as three (3) additional projects that the prime has been involved, as it relates to the accuracy of the OPCC and change orders, comparing the 100% design phase estimate to approved construction awards.

Project Name	100% OPCC – Engineer's Estimate	Low Responsiv e Bidder – Contract Award	Percent Difference between OPCC and Low Bid	Number of Bidders	Average of all other Bids	Const. Start Date	Const. Finish Date	Total Number Change Orders	Total Change Orders Cost	Change Orders as % of Contract Award
Project 1	\$	\$	%		\$				\$	%
Project 2	\$	\$	%		\$				\$	%
Project 3	\$	\$	%		\$				\$	%
Project 4	\$	\$	%		\$				\$	%
Project 5	\$	\$	%		\$				\$	%
Project 6	\$	\$	%		\$				\$	%

Port San Antonio IMPROVEMENTS

- A. 12" WATER MAIN FOR REDUNDANCY AND FUTURE CONNECTIONS. (BILLY MITCHELL TO CLARENCE TINKER DR.)
- B. 16" WATER MAIN ALONG GENERAL HUDNELL TO BOEING
- C. 12" RECYCLED WATER LINE ALONG CLARENCE TINKER TO LINDBERGH PARK



SCALE: 1"= 1000'

LEGEND

- PORT SAN ANTONIO BOUNDARY
- W--W-- EXISTING SAWS WATER LINE
- Rw-Rw- EXISTING RECYCLED WATER LINE
- MILITARY BUILDING
- DOD CONTRACTOR BUILDING
- W--W-- EXISTING WATER LINE (0-20 YEARS)
- W--W-- EXISTING WATER LINE (20 YEARS OR OLDER)
- W-W- NEW WATER LINE
- R-R- 12" RECYCLED WATER LINE (ALTERNATE)

PORT SAN ANTONIO IMPROVEMENTS

SAN ANTONIO, TEXAS
DATE: July 17, 2026

PAPE-DAWSON
ENGINEERS

2000 NW LOOP 410 I SAN ANTONIO, TX 78213 I 210.375.9000
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM 110028800

AACOG Vendor Packet
(submit as a separate PDF file; do not include in the main Proposal PDF)

The AACOG Vendor Packet is used to register Respondents for contracting and payment purposes. Submission of the Vendor Packet is not required at the time of Proposal submission; however, Respondents are strongly encouraged to complete and submit the Vendor Packet as soon as possible.

The selected Respondent will be required to submit a completed Vendor Packet prior to contract execution. Failure to submit the Vendor Packet in a timely manner may result in delays in contract processing and payment. The Vendor Packet must be submitted as a separate PDF file and shall not be included in the Main Proposal PDF, in accordance with the submission instructions outlined in this section.

The Vendor Packet is available at the following link:

https://aacog.gov/wp-content/uploads/2026/04/AACOG_Vendor_Setup_Request_Packet.pdf

Submission of the Vendor Packet does not guarantee award of a contract. Vendors must be registered on the AACOG Vendor List to receive future bid notices and to be eligible for award.
AACOG