

**LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL  
(LRGVDC) / COMMUNITY AND ECONOMIC  
DEVELOPMENT (CED)**



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*Request for Proposals*

*Rider 7 PM2.5 Program Services / Air Quality Planning Activities*

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*No: 2026-01*

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**RELEASE DATE:**

*January 14, 2026*

**SUBMISSION DEADLINE:**

*February 4<sup>th</sup>, 2026, by 5pm (CST)*

Lower Rio Grande Valley Development Council / Community & Economic Development 301 W Railroad St. Weslaco, TX 78596

[WWW.LRGVDC.ORG](http://WWW.LRGVDC.ORG)

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## **SCHEDULE OF EVENTS**

### **Solicitation Schedule**

*Release Date of Request for Proposals:* .....January 14th, 2026

*Last Day to Submit Written Questions:* .....January 26th, 2026

*Responses to Questions / Addenda Post Deadline:* .....January 29th, 2026

*Proposal Submission Deadline:* .....**February 4th, 2026, by 5:00 P.M. CST**

- *Official Time Clock is LRGVDC Phone System*

*Bid Opening:* .....February 5th, 2026

- *Bid opening will be virtual via the following link: <https://meet.goto.com/255647573>*

*Anticipated Submission Review and Evaluation:* .....February 6th – 13th, 2026

*(May be Subject to change)*

*Anticipated Board Approval Date:* .....February 25th, 2026

*(May be Subject to change)*

*Anticipated Award Date* .....February 27th, 2026

*(May be Subject to change)*

The LRGVDC reserves the right, in its sole discretion, to change the above dates. Notices of changes to items directly impacting the Original RFP or proposal process will be submitted to each Offer of record as having received a Proposal.

### **Authorized Agency Contact**

The following will be the RFP Guidelines for the Lower Rio Grande Valley Development Council (LRGVDC) and CED regarding proposals for potential bid submitters.

- Submitters may refer questions and inquiries via email only to [lrgvdc@lrgvdc.org](mailto:lrgvdc@lrgvdc.org).
- Questions submitted to any member of the Lower Rio Grande Valley Development Council or its programs directly will not be considered.
- No phone or in-person inquiries regarding the proposal will be accepted unless it is part of the scheduled pre-bid meeting.
- Questions submitted in writing, via email, will be answered within 3 business days.
- All inquiries, questions, and responses will be posted as addendums on the Lower Rio Grande Valley Development Council website. Submitters are encouraged and are responsible to check for updates regularly: [www.lrgvdc.org/procurement](http://www.lrgvdc.org/procurement).

## Proposal Submissions

Interested parties should submit one **(1) original signed, (7) copies and one (1) electronic file of the Proposal**. Original documents need to be identified with “Original” lettering on the front page. The electronic file would need to be formatted as a Microsoft Word document or Adobe PDF and saved on a USB flash drive (USB drivers will not be returned and will be considered property of the LRGVDC). Proposals must include all forms and required documentation. ***Incomplete submissions will not be considered and deemed disqualified.***

All submissions must be received in the office of the Lower Rio Grande Valley Development Council (details below) no later than 5:00 P.M. Central Standard Time, **February 4th, 2026**. The LRGVDC is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the receptionist area of the LRGVDC shall be the official time of receipt. ***Proposals received late will not be considered or returned.***

Proposal contents considered confidential/proprietary by the Submitter, shall be clearly identified and subject to confirmation by the LRGVDC and CED. Should the material not be deemed confidential/proprietary, the Submitter may withdraw the designated materials from consideration prior to review and the evaluation process.

A transmittal letter must accompany the Proposal that is being submitted.

## Statement of Qualifications (SOQ)

Each Proposal shall also include a **Statement of Qualifications (SOQ)** outlining the proposer’s relevant experience, technical capabilities, and demonstrated knowledge of Rider 7 PM2.5 Program Services and Air Quality Planning Activities. The SOQ should detail the firm’s qualifications, including a summary of key personnel and relevant project experience. This statement will be used to assess the proposer’s ability to perform the work described in the Scope of Services and meet the objectives as required by Texas Commission on Environmental Quality (TCEQ).

## Proposal Delivery

**All Proposals shall be submitted via sealed envelope displaying name of offeror and project title addressed to the following:**

**Hand Delivered**

**Or**

**Mail To:**

**Asst. Director of Bus. Operations**

**LRGVDC – Procurement Dept.**

**Building D**

**301 W Railroad**

**Weslaco, Texas 78596**

**RFP Title: 2026-01 Rider 7 PM2.5 Program Services / Air Quality Planning Activities**

LRGVDC office hours of operation are:      Monday – Friday / 8:00am to 5:00pm CST

The Lower Rio Grande Valley Development Council will be closed Monday January 19th, 2026, in observance of Martin Luther King Jr. Day.

## **INTRODUCTION**

The Rider 7 PM2.5 Program was established through the Texas Legislative Appropriations process to provide targeted funding for regional air quality planning activities related to fine particulate matter (PM2.5). Pursuant to Rider 7 of the Legislative Appropriation for the Texas Commission on Environmental Quality (TCEQ), designated regional entities are authorized to carry out planning, technical, and coordination efforts in support of maintaining compliance with the National Ambient Air Quality Standards (NAAQS) for PM2.5. These efforts are intended to assist regions that are currently designated as attainment, maintenance, or at risk of future nonattainment by promoting proactive, data-driven air quality management.

Funding under the Rider 7 PM2.5 Program supports activities such as emissions analysis, air quality monitoring and data evaluation, development of planning tools and reports, interagency coordination, and stakeholder outreach. The program emphasizes collaboration with state and local partners to identify potential air quality concerns, evaluate trends, and develop strategies that help prevent future nonattainment designations while supporting public health and regional economic vitality. This Request for Proposals is issued to secure qualified professional services necessary to continue these Rider 7 PM2.5 program activities in accordance with applicable legislative authority, TCEQ guidance, funding requirements, and LRGVDC Procurement Policy guidelines.

### **Lower Rio Grande Valley Development Council (LRGVDC)**

The Lower Rio Grande Valley Development Council (LRGVDC) is one of twenty-four (24) state planning regions and association of local governments formed under Texas Law to address issues and planning needs that cross the boundaries of individual local governments. The LRGVDC coordinates planning efforts, provides a regional approach to problem solving through cooperative action and provides direct services, when applicable. The designated geographical service area is the 3,643 square miles of Cameron, Hidalgo, and Willacy Counties. The LRGVDC is comprised of programs in the fields of economic development, public safety, transportation, environmental services and health and human services. Funding to support these programs originates from local, state, and federal sources. LRGVDC is governed by a twenty-seven (27) member Board of Directors of whom two-thirds are required to be elected officials of the designated boundaries.

### **Mission Statement**

To promote and encourage cooperation among local units of government in order to improve the region's health, safety, and general welfare and to plan for future development.

### **Community And Economic Development (CED)**

The Community & Economic Development Department is responsible for a wide range of projects. Projects include EDA, Solid Waste, Water Quality, and Community Development Block Grant. The vision for Economic Development is, as a highly desirable place to live, work, and visit, the Lower Rio Grande Valley will ensure regional prosperity and a premier quality of life by sustaining a balanced and resilient international economy, developing an educated, qualified workforce and providing enhanced opportunities for commercial, industrial and entrepreneurial growth.

The Community Development vision statement is, through effective services, education and preservation efforts, we shall strive for the healthiest environment where urban and rural community growth ensures residents safe and sustainable community development, housing opportunities, appropriate infrastructure development and proactive planning for the conservation of the Region's vital agricultural and natural resources.

## **PURPOSE**

Lower Rio Grande Valley development Council Community & Economic Development (LRGVDC/CED) is seeking qualified firms to provide services for the Rider 7 PM2.5 Program Funding Continuation. The successful Proposer will conduct air quality planning activities for PM2.5 as mandated in the Rider 7 of the Texas Commission on Environmental Quality's (TCEQ) Legislative Appropriation from the 89th Legislature.

The 89th Texas Legislature renewed the Rider 7 program for the FY 26/27 biennium for air quality planning activities to reduce fine particulate matter (PM2.5) in “affected counties” not designated as nonattainment areas for PM2.5 National Ambient Air Quality Standards (NAAQS), and other areas at significant risk of being designated nonattainment for PM2.5 NAAQS in the future, as approved by TCEQ.

As a continuation of the air quality initiatives supported by prior funding—specifically the data collection and reporting efforts submitted to the Texas Commission on Environmental Quality (TCEQ)—the PM2.5 performance activities under this RFP procurement are restricted to the following: inventorying emissions, monitoring pollution levels, conducting air pollution data analysis, modeling pollution concentrations, installing monitoring equipment, and supporting regional air quality planning. Grant recipients are expected to prioritize funding toward projects that most effectively contribute to the State Implementation Plan (SIP). The geographic focus for these efforts includes Hidalgo and Cameron counties.

LRGVDC reserves the right to negotiate with any or all the respondents for all or part of the following scope of work

## **SCOPE OF WORK**

The contract or contracts will include air quality consulting services to LRGVDC, for projects most useful for the State Implementation Program (SIP) and limited to any of the following activities:

- Development of Scope of Work (SOW);
- Development of Quality Assurance Project Plan (QAPP);
- Inventorying Emissions;
- Monitoring of Pollution Levels;
- Air pollution and Data Analysis;
- Modeling Pollution Levels;
- Installation of 2 new air quality monitoring equipment (1 per county), including site selection; and
- Identify and solicit air quality monitoring data with other regional stakeholders/partners

For each technical area, outline the approach to perform the work required and give previous project experience examples.

## Task 2:

### A. Deliverable 2.1- Statement of Work (SOW):

Due (30) calendar days after LRGVDC's contract Execution with TCEQ (extension applicable if needed). The Performing Party may extend Rider 7 funding to support activities related to the development and execution of a detailed Statement of Work (SOW), which serves as the foundational document for project planning and implementation. The SOW must include all required components outlined in the contractor's contract, using the specified section headings, and may also incorporate additional elements as deemed necessary by TCEQ to fulfill the intent of the Contract (e.g., figures, tables, work products, processes, and deliverables). Specific tasks to be addressed in the SOW include site selection, equipment deployment, data collection schedules, and reporting timelines. This structured document will ensure that all project activities are executed within the approved scope and budget, while maintaining transparency, accountability, and alignment with contractual and regulatory expectations throughout the project lifecycle.

### B. Deliverable 2.2 - Quality Assurance Project Plan (QAPP):

Due (30) calendar days after Task 2.1 is approved by TCEQ. The Performing Party may extend Rider 7 funding to support activities related to the development of a QAPP. A QAPP addresses the quality assurance process the Performing Party will undertake to ensure the adherence of data or other products to established criteria. The Performing Party is responsible for the content and quality of the QAPPs and their implementation. The QAPPs shall address the technical activities detailed in the Statement of Work following the EPA's *Guidance for Quality Assurance Project Plans*, EPA QA/G-5. All funded activities shall adhere to the EPA's Guidance for Quality Assurance Project Plans, EPA QA/G-5, and include full documentation of the methods and procedures used. All work performed under this Contract that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved QAPP. Environmental data includes any measurements or information that describe environmental processes, location, conditions, ecological or health effects, and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. A QAPP for this project must include a formal QA/QC program that will ensure Contract activities and deliverables are of known and acceptable quality. The QA/QC requirements must be consistent with the *TCEQ Quality Management Plan*.

## Task 3:

### C. Deliverable 3.1 - Inventorying PM2.5 Emissions:

Due October 31, 2027. The Performing Party may extend Rider 7 funding for activities related to inventorying emissions. Emission inventory projects must be approved in advance by the TCEQ and will be limited to those most useful for the State Implementation Plan (SIP). To maintain consistency with the SIP, the Performing Party and its sub-grantees and subcontractors shall use point, area, and mobile source emissions factors and existing program assumptions used by TCEQ when working with emissions inventories (for any purpose) or existing control strategy programs. These assumptions include compliance and/or control effectiveness parameters.

**D. Deliverable 3.2 - Monitoring of PM2.5 Pollution Levels:**

Due November 30, 2027. The Performing Party may expend Rider 7 funding on activities related to the monitoring of pollution levels. Pollution monitoring projects under this grant should be limited to those most useful for SIP and must be associated with PM2.5. Grant recipients may use Rider 7 funds to support existing or historically operated ambient air monitoring stations or to establish new ambient air monitoring stations. Other stationary or mobile-based monitoring projects are potentially allowed on a case-by-case basis. The Performing Party shall install two (2) air quality monitoring systems—one located in Cameron County and the other in Hidalgo County—to enhance the collection, monitoring, and assessment of regional air quality data. All equipment procured and installed must comply with the Texas Commission on Environmental Quality (TCEQ) requirements and specifications established for the Rider PM2.5 Program.

**E. Deliverable 3.3 – Air Pollution and Data Analysis of PM.5: Due October 31, 2027**

The Performing Party may expend Rider 7 funding on activities related to air pollution and data analysis. Air pollution and data analysis projects under this grant should be limited to those most useful for the SIP and must be associated with PM2.5.

**F. Deliverable 3.4 – Modeling of Pollution Levels: Due October 31, 2027**

The Performing Party may expend Rider 7 funding on activities related to the modeling of pollution levels. Pollution modeling projects under this grant should be limited to those most useful for the SIP and must be associated with PM2.5.

Proposers are to submit pricing for expenditures to be incurred by LRGVDC for the performance of said services submitted in their proposals, and be in keeping with fair market value and an expected budget.

## **INSTRUCTIONS & RESPONSIBILITIES**

The LRGVDC/CED shall pay no costs or other amounts incurred by any entity in responding to this RFP. The LRGVDC & CED reserves the right to refuse and reject any and all submitted proposals that are deemed incomplete and/or missing any required information in response to this RFP. All proposals will become part of the LRGVDC official procurement files and will be available for public inspection.

### **General Instructions**

- A. Careful Review:** Proposers should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- B. Completeness:** Proposals qualified by conditional clauses, alterations, or items not called for in this RFP, or irregularities of any kind, are subject to disqualification by LRGVDC at their discretion.
- C. Proposal Format:** Each proposal should be prepared simply and economically, providing a straightforward, concise description of the firm's ability to meet the requirements of this RFP. Emphasis should be placed on completeness, clarity, and responsiveness to the scope of work, with an understanding of LRGVDC and CED's needs.

- D. **Discretion of LRGVDC and CED:** The agencies make no guarantee that an award will be made as a result of this RFP and reserve the right to accept or reject any or all proposals, waive minor technicalities, or delete any item or requirement when deemed in the best interest of the organization. Representations made within the proposal will be binding on the proposer.
- E. **Non-Binding Communications:** The LRGVDC and CED will not be bound by any previous communications, proposals, or representations other than those contained in this RFP.
- F. **Compliance:** Failure to comply with the requirements contained in this RFP may result in rejection of the proposal.
- G. **Authorized Signature:** Submissions must be signed by company officials authorized to commit to the statement of qualifications and proposal. Failure to sign required forms will result in disqualification.
- H. **Responsibility for Addenda:** Each proposer is responsible for determining during the solicitation period the extent to which any addenda or modifications issued affect their proposal.
- I. **Public Record:** Upon submission, all materials become property of LRGVDC and are subject to public disclosure under Texas Government Code, Chapter 552 (Public Information Act), except to the extent that such information is exempt under state law.

## Proposer Responsibilities

- **Accuracy of Information:** Each proposer shall ensure all information submitted is complete and accurate. Misrepresentation or omission of material facts may be grounds for disqualification or contract termination.
- **Understanding of Scope:** It is the proposer's responsibility to ensure full understanding of project requirements, deliverables, and compliance expectations.
- **Addenda Acknowledgment:** Proposers must acknowledge receipt of all issued addenda in their proposal submission.
- **Proprietary Information:** If any part of the proposal is considered proprietary or confidential, it must be clearly marked as such. However, the agencies reserve the right to determine whether such information is exempt from disclosure.
- **Costs and Liability:** LRGVDC and CED are not responsible for any costs incurred by proposers in preparing or submitting their proposals or for any work performed prior to contract execution.
- **Compliance with Laws:** The selected consultant must comply with all applicable federal, state, and local laws, including but not limited to Title VI of the Civil Rights Act, ADA requirements, and TCEQ procurement standards.

## Proposal Submission Requirements

Proposals shall include the following sections, organized in the order listed below. Each section shall be clearly labeled. Responses should be concise, well-organized, and demonstrate the proposer's understanding of the Rider 7 PM2.5 Program, applicable TCEQ guidance, and the air quality planning needs of the Lower Rio Grande Valley air shed.

## **1. Transmittal Letter**

Include the name, title, mailing address, telephone number, and email address of the primary contact authorized to represent the firm. The letter should briefly summarize the proposer's interest in and commitment to providing Rider 7 PM2.5 air quality planning services and be signed by an individual authorized to negotiate and execute a contract.

## **2. Project Understanding**

Provide a narrative demonstrating a clear understanding of the objectives, scope, and deliverables of the Rider 7 PM2.5 Program. Describe the proposer's understanding of PM2.5 air quality planning requirements, the Lower Rio Grande Valley air shed, and the legislative and programmatic intent of Rider 7. Discuss how the firm will support TCEQ-supported planning activities, including data evaluation, technical analysis, coordination, and reporting.

## **3. Technical Approach**

Describe the proposed methodologies, tools, and strategies to complete each task in the Scope of Work. Include details on air quality data collection and analysis, emissions evaluation, technical reporting, interagency coordination, stakeholder engagement, and quality assurance. The approach should align with Rider 7 requirements, TCEQ guidance, and best practices in air quality planning.

## **4. Statement of Qualifications (SOQ)**

Provide a comprehensive summary of the firm's qualifications, including experience with air quality planning, emissions analysis, environmental or transportation planning, stakeholder engagement, and compliance with state and federal environmental requirements.

- Highlight prior work related to PM2.5, ozone, or other air quality planning efforts.
- Identify relevant certifications and experience with state or federally funded environmental planning projects.
- Include up to five (5) recent projects demonstrating the firm's capacity to perform the required services, with client references.

## **5. Team Composition and Experience**

Identify the project manager and key staff who will be assigned to this project, along with their roles and responsibilities. Include resumes and highlight relevant experience with air quality planning, environmental analysis, state-funded programs, GIS or data analysis, and public or interagency coordination.

- List any proposed subcontractors and describe their roles.
- Provide examples of similar air quality or environmental planning efforts, including references.

## **6. Project Schedule**

Present a proposed project timeline identifying all major tasks to meet milestones, deliverables, and review periods. The schedule should reflect coordination with LRGVDC, CED, and other relevant regional partners. Indicate the expected level of effort by task and key personnel assignments.

## **7. Cost Proposal**

Submit a separate sealed cost proposal labeled "Cost Proposal". Include a detailed budget showing hourly rates, estimated hours by task, travel and material costs, and other direct expenses. The proposal shall clearly identify the total not-to-exceed amount. The cost proposal shall also outline a proposed payment schedule tied to project milestones or deliverables.

## **REQUIRED ATTACHMENTS**

LRGVDC and CED aspire to achieve as uniform a review process as possible to ensure the maximum degree of comparable balance among proposals received. Therefore, before submitting a proposal, please ensure that all items indicated below are included with the submitted proposal package. Proposers shall complete all noted Attachments and submit with the proposal, Attachment Number. Instructions and Responsibilities

Proposers shall complete all noted attachments and submit them with the proposal in the order listed. Each completed attachment should be clearly labeled with its corresponding attachment number and title.

<b>Attachment Number</b>	<b>Attachment Title</b>
Attachment No. 1	Solicitation Acknowledgement Form
Attachment No. 2	Authorization and Responsibility Certification
Attachment No. 3	Bidder / Offer Information Form
Attachment No. 4	Vendor Responsibility Questionnaire*
Attachment No. 5	Certification of Incorporation / Authorization to do Business in Texas
Attachment No. 6	Certification Regarding Suspension & Debarment
Attachment No. 7	Anti-Lobbying Certification
Attachment No. 8	Drug Free Workplace Certification
Attachment No. 9	Equal Employment Opportunity (EEO) Compliance Certification
Attachment No. 10	DBE/HUB Bidder Identification Form
Attachment No. 11	Schedule of DBE Subcontractor Participation
Attachment No. 12	DBE/HUB Good Faith Efforts Statement
Attachment No. 13	Certification of No Conflict of Interest
Attachment No. 14	Conflict of Interest Questionnaire*
Attachment No. 15	Non-Collusion Affidavit
Attachment No. 16	E-Verify Compliance Certification
Attachment No. 17	Client References Form
Attachment No. 18	Addenda Acknowledgment

*\* NOTE: When completing this Questionnaire, please be certain to answer each and every question; indicate "Not Applicable", if appropriate. Please sign and date.*

### **Submission Reminder:**

All required attachments must be completed, signed as applicable, and included in the proposal submission package. Failure to submit any of the required attachments or to provide complete and accurate information may result in the proposal being deemed non-responsive and disqualified from further consideration.

### **Availability of Forms:**

The full packet of required attachments, including all applicable forms and templates, will be provided with the solicitation documents and reference materials available on the LRGVDC Procurement webpage <https://www.lrgvdc.org/procurement.html>.

# **EVALUATION CRITERIA**

Proposals will be evaluated by an evaluation committee appointed by the Lower Rio Grande Valley Development Council (LRGVDC). Evaluation will be based on the criteria outlined below, with consideration given to the proposer's demonstrated qualifications, experience, capacity, and ability to successfully perform the required services in accordance with the Rider 7 PM2.5 Program, applicable Texas Commission on Environmental Quality (TCEQ) requirements, this Request for Proposals, and cost effectiveness. LRGVDC reserves the right to request additional information, conduct interviews, or seek clarification as part of the evaluation process.

## **1. Experience & Technical Qualifications (50%)**

Proposals will be evaluated on the proposer's overall experience and demonstrated ability to perform air quality planning and related technical services. Consideration will be given to the firm's background, staff expertise, and familiarity with regional and program-specific requirements

### **A. Qualifications of Firm and Staff (20%)**

Evaluation will consider the firm's organizational qualifications and the experience of key personnel assigned to the project. Factors include:

- Demonstrated experience in air quality planning, environmental analysis, emissions modeling, or related technical fields.
- Relevant education, certifications, licenses, and professional credentials of project staff.
- Experience managing and delivering projects funded through state or federally supported programs.
- Clearly defined roles and responsibilities of the proposed project team and adequacy of staffing to perform the work.

### **B. Necessary Skills (15%)**

Proposals will be assessed on the extent to which the firm demonstrates possession of the technical and professional skills necessary to successfully perform the Scope of Work, including:

- Technical expertise related to PM2.5, air quality data analysis, emissions inventories, and environmental planning.
- Experience with data management, analysis tools, GIS, modeling, or reporting methodologies relevant to air quality planning.
- Ability to coordinate with multiple agencies, technical partners, and stakeholders.
- Quality assurance and quality control procedures to ensure accurate and reliable deliverables.

### **C. Understanding of LRGVDC Area and Local Issues (15%)**

Evaluation will consider the proposer's understanding of the Lower Rio Grande Valley air shed and related regional considerations, including:

- Familiarity with regional air quality conditions, trends, and contributing factors.
- Awareness of local economic, environmental, cross-border, and demographic considerations that may affect air quality planning.
- Experience working with regional planning organizations, local governments, or similar entities within South Texas or comparable regions.

## **2. Work Performance (20%)**

Proposals will be evaluated on the proposer's past performance and demonstrated ability to deliver high-quality work in a timely and professional manner.

### **A. Timely Completion of Previous Projects (10%)**

Evaluation will consider the firm's track record of completing similar projects on schedule and within agreed-upon budgets, including:

- History of meeting project milestones and deadlines.
- Ability to manage schedules, coordinate deliverables, and respond to project changes or challenges.
- Demonstrated project management practices that support timely performance.

### **B. References (10%)**

References provided by the proposer will be evaluated based on feedback regarding:

- Quality and completeness of work products.
- Responsiveness, communication, and professionalism.
- Ability to work collaboratively with clients and stakeholders.
- Overall satisfaction with the firm's performance on comparable projects.

LRGVDC reserves the right to contact references or other entities with knowledge of the proposer's performance.

## **3. Capacity to Perform (15%)**

Proposals will be evaluated on the firm's ability to sustain and successfully complete the project throughout the contract term.

### **A. Financial Condition and Resources to Sustain Project (5%)**

Evaluation will consider the firm's financial stability and availability of resources necessary to support project delivery, including:

- Adequacy of financial resources to manage project cash flow.
- Availability of staff, equipment, and technical resources.
- Ability to perform services for the full duration of the contract without disruption.

### **B. Demonstration of Professional Responsibility (10%)**

Evaluation will assess the proposer's demonstrated commitment to professional responsibility and ethical business practices, including:

- Compliance with applicable laws, regulations, and contractual requirements.
- History of satisfactory contract performance and absence of significant compliance issues.
- Demonstrated integrity, accountability, and adherence to professional standards.
- Disclosure of any litigation, claims, or adverse findings that may affect the firm's ability to perform the services.

## **4. Cost Proposal / Price (15%)**

Evaluation will consider the reasonableness, completeness, and cost-effectiveness of the proposed budget.

- Consistency of proposed costs with the Scope of Work
- Reasonableness of labor rates, hours, and other direct costs
- Clarity and justification of the proposed not-to-exceed amount
- Cost structure (time-and-materials or milestone-based) and alignment with project deliverables

Cost proposals will be evaluated to determine overall value and may be scored using a comparative or weighted method. The lowest price proposal will not necessarily receive the highest score.

## **SCORING**

Each proposal will be evaluated based on the criteria outlined above, with a total of **100 points** available. The offeror with the highest cumulative score will be ranked accordingly.

The LRGVDC reserves the right to weigh and interpret scores in accordance with project needs and best value considerations. In the case of tied scores, the LRGVDC may conduct further evaluations, including interviews, additional documentation requests, or reference verifications, to determine the final selection.

<b>Evaluation Criteria</b>	<b>Available Points</b>
Experience & Technical Qualifications	<b>50</b>
Previous Work Performances	<b>20</b>
Capacity to Perform the Work	<b>15</b>
Cost Proposal / Price	<b>15</b>
<b>Total Points</b>	<b>100</b>

## **ELIGIBILITY FOR AWARD**

### **Award**

In order for a proposer to be eligible to be awarded the contract, the proposal and statement of qualifications must be responsive to the solicitation, and the LRGVDC and CED must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily. Responsive proposals are those that comply with all material aspects of the solicitation, conform to the solicitation documents, and meet the requirements set forth in this solicitation. Proposals which do not comply with all the terms and conditions of this solicitation will be rejected as non-responsive.

The LRGVDC reserves the right, should contract negotiations fail, to begin negotiations with the next highest ranked proposer and shall continue in like manner until successful negotiations have been reached to the best benefit of the LRGVDC.

The LRGVDC further reserves the right to negotiate the final terms of any potential agreement or contract as a result of this RFP with proposers, to include but not be limited to, the RFP document encompassing program requirements, proposer responsibilities, terms and conditions, signed pages, and essential clauses or certifications in the RFP and the successful proposer's submitted bid or proposal—both acting as binding documents to said contract or service agreement.

Submission of a proposal indicates the proposer's acceptance of the evaluation and award process and acknowledgment that the evaluation team may exercise professional and subjective judgment in evaluating proposals to determine the best value and overall benefit to the LRGVDC and programs served.

### **Right to Reject or Cancel**

The LRGVDC and CED reserve the right to reject any or all proposals, to waive any technicalities or informalities, and to cancel this solicitation in whole or in part if it is deemed to be in the best interest of the Organization. The LRGVDC may also postpone or withdraw the award of this RFP at any time prior to the execution of a contract, without incurring any liability to proposers.

## **Notice of Intent to Award and Protest Period**

Following completion of the evaluation and scoring process, the LRGVDC will issue a Notice of Intent to Award identifying the apparent successful proposer. All proposers will be notified in writing of the selection outcome.

A proposer who wishes to dispute the recommended award must submit a formal written protest within five (5) business days of the Notice of Intent to Award. The protest must clearly state the grounds for the protest and include all relevant supporting documentation.

Protests will be reviewed in accordance with LRGVDC's procurement and contracting policies, which are consistent with the State of Texas procurement requirements. The decision of the LRGVDC Executive Director or designee shall be final.

## **HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION**

The Lower Rio Grande Valley Development Council (LRGVDC) encourages participation by Historically Underutilized Businesses (HUBs), as defined by the State of Texas. Consistent with the State of Texas HUB Program and applicable grant requirements, qualified HUB firms are strongly encouraged to submit proposals either as prime contractors or subcontracting arrangements.

Proposers are encouraged to make a good-faith effort to include certified HUB firms in the performance of services under this contract. Such participation may include, but is not limited to, professional services, technical support, data analysis, outreach, or other subcontracting opportunities related to the Scope of Work. HUB firms must be currently certified by the State of Texas at the time of proposal submission.

Each proposer shall include in its proposal a statement describing its approach to HUB participation. This statement should identify whether the proposer is a HUB-certified firm and/or describe any proposed subcontracting with HUB firms, including the name of each HUB firm, the type of services to be provided, and the anticipated level of participation. If no HUB participation is proposed, the proposer should include a brief explanation describing the efforts made to identify and engage HUB firms.

HUB participation will be considered in accordance with applicable state requirements and may be evaluated as part of the overall proposal review. LRGVDC reserves the right to request additional documentation related to HUB certification or participation and to monitor HUB participation throughout the term of the contract, as applicable.

*Please refer to attachments 10-12 for the submission forms.*

## **GENERAL TERMS AND CONDITIONS**

A response to this RFP does not commit or obligate the Lower Rio Grande Valley Development (LRGVDC) or Community and Economic Development (CED) award a contract nor to pay for any other costs incurred prior to the execution of a formal contract.

The LRGVDC reserves the right to accept or reject any bid proposal received, as well as cancel the RFP in its entirety at any time during the entire bidding process including the negotiations phase if started, without notice or explanation, which may result due to unforeseen irregularities, low response, or program needs not being met by submitted proposals, and/or extend the RFP by up to two (2) additional weeks from original bid submission date if deemed warranted.

Proposers who are partnering with other companies or agencies must list the names of all service providers or joint providers and the amount to be spent by each partner. All sub awarded costs must be itemized in the budget so it is clear how the funds will be allocated and spent by each partner. Subawards may be written independently with each of the organizations.

If the execution of work to be performed by the Proposer requires hiring of subcontractors, it must clearly state this in the proposal. Subcontractors must be identified and the work they will perform must be defined. The proposal should provide the name, address, and Federal Employer Identification Number (FEIN) of the subcontractor. The LRGVDC will not refuse a proposal based upon the use of subcontractors; however, retains the right to refuse the subcontractors the proposer selected.

### **Subcontractor Privity**

The Lower Rio Grande Valley Development Council (LRGVDC) shall have no contractual relationship or privity of contract with any subcontractor, subconsultant, supplier, or lower-tier contractor engaged by the Proposer or Contractor in the performance of services under this Request for Proposals or any resulting agreement. The Proposer or Contractor shall be solely responsible for the selection, management, supervision, coordination, and payment of all subcontractors and for ensuring that all subcontracted work is performed in full compliance with the terms and conditions of the contract.

Nothing contained in this RFP or any resulting agreement shall be construed to create any contractual obligation, express or implied, between LRGVDC and any subcontractor. No subcontractor shall have any right to make claims against LRGVDC for payment, compensation, damages, or any other relief arising from or related to the performance or non-performance of subcontracted services. The Proposer remains fully responsible to LRGVDC for the acts, omissions, and performance of its subcontractors as if such acts or omissions were those of the Proposer or Contractor.

### **Terms and Conditions Attached to Response**

Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response. TEX GOVT CODE § 2155.0012.

### **Indemnification**

Proposer shall indemnify and hold harmless LRGVDC, CED, its officers, agents, and employees from any injuries or damages received by any person during any operations connected with an awarded contract, by use of any improper material, equipment, or by any act or omission of the Proposer/contractor or his subcontractor, agents, servants, or employees whenever applicable.

## **Compliance with Laws**

The Proposer shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations, as well as all applicable orders and decrees of any court or administrative agency or tribunal, in any manner affecting the performance of any agreement resulting from this Request for Proposals. Such compliance includes, but is not limited to, laws and regulations relating to workers' compensation, labor standards, minimum and maximum wage requirements, nondiscrimination, occupational safety, and professional licensing.

Upon request, the Proposer shall furnish the Lower Rio Grande Valley Development Council Board, or its designee, with satisfactory evidence of compliance with all applicable legal and regulatory requirements. Failure to maintain compliance or to provide such documentation may be grounds for rejection of a proposal, suspension of performance, or termination of the contract, as applicable.

## **Governing Law and Venue**

The this Request for Proposals and any resulting awarded contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of *Hidalgo County, Texas*, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Entity.

## **Indemnification**

Proposer shall indemnify and hold harmless LRGVDC, CED, its officers, agents, and employees from any injuries or damages received by any person during any operations connected with an awarded contract, by use of any improper material, equipment, or by any act or omission of the Proposer/contractor or his subcontractor, agents, servants, or employees whenever applicable.

## **Antitrust Affirmation**

Respondent represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Respondent.

## **Dealings with Public Servant**

Pursuant to Section 2155.003 of the Texas Government Code, Respondent represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any LRGVDC member or public servant in connection with the contract.

## **Debts and Delinquencies**

Respondent agrees that any payments due under any subsequent awarded contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

## **Public Information Act**

Respondent understands that the LRGVDC will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

## **Excess Obligations Prohibited / Funding Contingency**

Any contract resulting from this Solicitation is expressly contingent upon the continued availability of lawful appropriations and applicable state and/or federal funds. Nothing contained in this Solicitation or any resulting agreement shall be construed as creating an obligation of the Lower Rio Grande Valley Development Council (LRGVDC) in excess of funds legally appropriated and made available for the purposes of the contract.

In the event that sufficient state and/or federal funds are not appropriated, allocated, or otherwise made available to LRGVDC for the continuation of the services contemplated herein, LRGVDC shall have the right to modify the scope of services, suspend performance, or terminate the contract, in whole or in part, without penalty or further obligation, except for payment for services satisfactorily performed and accepted prior to the effective date of such action.

## **State Auditor's Right to Audit**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

## **E-Verify Program**

Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:

1. all persons employed by Respondent to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Respondent to perform work pursuant to the contract within the United States of America.

## **Critical Infrastructure Affirmation**

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

## **Conflict of Interest**

Respondent represents and warrants that the provision of goods and services or other performance under the RFP will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Respondent will disclose in writing to the LRGVDC any and all existing or potential conflicts of interest relative to the performance of this RFP.

Pursuant to Section 2155.003 of the Texas Government Code, Respondent represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the solicitation.

All proposers, subcontractors, and affiliated entities must adhere to the following conflict of interest requirements:

### **General Conflict of Interest Provisions**

- The proposer affirms that neither it, its employees, nor any of its subcontractors have any financial or personal interest that would conflict in any manner with the performance of services required under this contract.
- The proposer shall immediately disclose any actual, perceived, or potential conflicts of interest to the contracting agency upon discovery.

### **Organizational Conflicts of Interest**

- An organizational conflict of interest exists when:
  - A proposer has relationships that could provide an unfair competitive advantage.
  - The proposer has previously participated in the development of the project scope, specifications, or requirements.
  - The proposer has a financial interest in any other entity involved in the procurement or execution of this project.

### **Prohibited Conduct**

- No officer, employee, or agent of the contracting agency shall participate in the selection, award, or administration of this contract if they have a real or apparent conflict of interest as defined Texas State regulations.
- The proposer shall not offer, provide, or solicit gifts, favors, or gratuities to any person or entity involved in the contract decision-making process.

### **Disclosure & Remedies**

- If a conflict of interest is identified:
- The proposer must immediately notify the contracting agency in writing.
- The contracting agency will determine whether the conflict requires mitigation, disqualification, or waiver under federal procurement guidelines.

By submitting a proposal, the proposer certifies that they are in full compliance with these provisions and will report any conflicts of interest promptly.

## **Suspension and Debarment**

By submitting a proposal in response to this solicitation, the bidder certifies that neither it nor its principals are presently suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with Executive Orders 12549 and 12689, and 2 CFR Part 180 (OMB Guidelines to

Agencies on Governmentwide Debarment and Suspension). The bidder further certifies that it is not suspended or debarred from doing business with the State of Texas under the Texas Government Code or Texas Comptroller of Public Accounts vendor debarment listings. Any proposer unable to certify to the statements above must provide a detailed written explanation as part of its proposal. Compliance with this requirement will be a condition of award for any resulting contract.

## **Termination**

### **Termination for Convenience**

The LRGVDC reserves the right to terminate any resulting contract, in whole or in part, for convenience and without penalty, by providing thirty (30) calendar days' written notice to the contractor. In such event, the contractor shall be entitled to payment only for services properly performed and accepted by LRGVDC up to the effective date of termination.

### **Termination for Default (Breach)**

For purposes of this solicitation, the terms "breach" and "default" shall be deemed equivalent and shall mean the contractor's failure to comply with any material term, condition, or obligation of the resulting contract. If such a breach or default occurs, LRGVDC may provide written notice specifying the nature of the noncompliance. The contractor will have ten (10) calendar days from receipt of such notice to cure the breach or default to the satisfaction of LRGVDC. If the contractor fails to cure within the specified time, LRGVDC may terminate the contract in whole or in part without further notice and may pursue all remedies available under law.

### **Termination for Cause**

Termination for Cause Pursuant to Texas Government Code §2261.101, the LRGVDC reserves the right to immediately terminate any resulting contract, without advance notice or an opportunity to cure, if the contractor engages in fraud, misrepresentation, gross negligence resulting in material damage, criminal conduct, or any action that poses an imminent risk to the safety, security, or operations of LRGVDC. In such cases, no further payments shall be due except for services rendered and accepted prior to the effective date of termination, and LRGVDC retains the right to seek all available legal remedies.

### **Opportunity to Cure**

The LRGVDC, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to The LRGVDC's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from the LRGVDC setting forth the nature of said breach or default, the LRGVDC shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the LRGVDC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### **Waiver of Remedies for any Breach**

In the event that the LRGVDC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the LRGVDC shall not limit the LRGVDC's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

## **No Waiver of Sovereign Immunity**

Nothing in this solicitation or in any resulting contract shall be construed as a waiver of LRGVDC's rights, privileges, defenses, remedies, or immunities under the Constitution and laws of the State of Texas, including the doctrine of sovereign immunity and governmental immunity. LRGVDC expressly reserves all such rights, privileges, defenses, remedies, and immunities, and no provision of this solicitation or any resulting contract shall be deemed to limit or modify them in any manner.

## **Federal and State Tax Liability**

By submitting a response to this solicitation, the Bidder certifies that it has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. The Bidder further certifies that it is not delinquent in any tax owed to the State of Texas under Chapter 171 of the Texas Tax Code, and by signing and submitting a proposal, affirms compliance with this requirement. The Bidder agrees that any payments due under any resulting contract may be applied toward any debt or delinquency owed to the State of Texas. In addition, the Bidder certifies that it does not have any outstanding, delinquent federal tax liabilities that have been assessed and remain unpaid, unless such liability is being contested in good faith through a proper administrative or judicial process. The Bidder further agrees that if, during the term of any resulting contract, it is determined that the Bidder has an unresolved federal tax delinquency, LRGVDC reserves the right to take appropriate actions, including but not limited to withholding payments, terminating the contract for default, or reporting the delinquency to the appropriate federal authorities.

## **No Government Obligation to Third Parties**

The Proposer and any Contractor selected as a result of this Solicitation shall comply with all applicable requirements of the State of Texas, including all statutes, rules, regulations, policies, and directives, as well as all applicable requirements, guidance, and program conditions issued by the Texas Commission on Environmental Quality (TCEQ). Such compliance shall include, but not be limited to, adherence to all terms and conditions associated with the Rider 7 PM2.5 Program, applicable legislative appropriations, grant agreements, reporting requirements, and administrative guidance.

The Contractor shall be responsible for ensuring that all work performed under the contract is conducted in a manner consistent with TCEQ program objectives and any applicable state environmental, air quality, or planning requirements. Upon request, the Contractor shall provide LRGVDC or TCEQ with documentation demonstrating compliance with all applicable State of Texas and TCEQ requirements. Failure to maintain such compliance may constitute grounds for corrective action, suspension of performance, or termination of the contract, in accordance with applicable law and contract provisions.

## **Flow-Down Requirement**

The Contractor shall ensure that all applicable provisions, requirements, certifications, assurances, and conditions of this Solicitation and any resulting contract are incorporated into and made binding upon every subcontract, subconsultant agreement, purchase order, or other lower-tier agreement entered into for the performance of services under the contract. Such flow-down requirements shall include, but are not limited to, compliance with all applicable State of Texas laws and regulations, Rider 7 PM2.5 Program requirements, Texas Commission on Environmental Quality (TCEQ) rules, LRGVDC policies, and guidance, ethical standards, conflict-of-interest provisions, HUB participation requirements, audit and record-retention requirements, and any other provisions applicable to the services performed.

The Contractor shall be solely responsible for ensuring that all subcontractors comply with the flowed-down requirements and shall remain fully liable to the Lower Rio Grande Valley Development Council (LRGVDC) for the acts, omissions, performance, and compliance of its subcontractors as if such acts or omissions were those of the Contractor. Failure of any subcontractor to comply with applicable requirements shall not relieve the Contractor of its obligations under the contract and may constitute grounds for corrective action, withholding of payment, or termination of the contract.

Upon request, the Contractor shall provide LRGVDC with copies of executed subcontracts or other documentation sufficient to demonstrate compliance with this flow-down requirement.

## **False or Fraudulent Statements and Related Acts**

The Bidder acknowledges that any false, fraudulent, or misleading statements made in connection with its proposal or any resulting contract may subject the Bidder to criminal and/or civil penalties under applicable federal and state law. Under Texas law, such conduct may constitute offenses including, but not limited to, fraud (Texas Penal Code, Chapter 32), tampering with a governmental record (Texas Penal Code §37.10), and misrepresentation in connection with state procurement (Texas Government Code, Chapter 2261). Similarly under federal codes as provided under 49 U.S.C. § 5323(l) and 31 U.S.C. §§ 3801-3812. Violations may result in fines, imprisonment, disqualification from future contracting opportunities, or other remedies as provided by law. Compliance with these provisions shall be a condition of award under this solicitation.

## **Access to Records**

The successful proposer will be required to maintain complete and accurate records, books, documents, accounting procedures, and other evidence relevant to the performance of services under any resulting contract. LRGVDC and State of Texas, or any of their duly authorized representatives shall have the right of timely access to any such records for the purpose of audit, examination, inspection, or reproduction, as required by law. Records shall be retained for a minimum of three (3) years following final payment under the contract, or longer if required by applicable federal regulations, including 2 CFR §200.334–337. The contractor's obligation to provide access to records shall survive the termination or expiration of any resulting contract.

## **Non-Discrimination and Civil Rights Requirements**

The successful proposer will be required to comply with all applicable federal and state non-discrimination laws, rules, and regulations in the performance of services under any resulting contract. At the federal level, this includes compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d), which prohibits discrimination on the basis of race, color, or national origin in programs receiving federal financial assistance; Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e), which prohibits employment discrimination; the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), which prohibits discrimination against qualified individuals with disabilities in federally funded programs; and the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.), which prohibits discrimination based on age. At the state level, the contractor shall comply with the Texas Commission on Human Rights Act (Texas Labor Code, Chapter 21), which prohibits employment discrimination on the basis of race, color, disability, religion, sex, national origin, or age. The contractor shall also comply with the Texas Human Resources Code, Chapter 121, which guarantees persons with disabilities full and equal access to public facilities and services. The successful proposer shall not discriminate against any employee, applicant for employment, or participant in the provision of services under any resulting contract on the basis of race, color,

national origin, religion, sex, age, disability, veteran status, or any other classification protected by law. Compliance with these provisions will be a condition of award, and the contractor may be required to provide documentation of its equal employment opportunity policies and practices.

## **Drug-Free Workplace**

The successful proposer will be required to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.) and maintain a workplace free of controlled substances. At the state level, compliance is also required under the Texas Labor Code, Chapter 411, which prohibits employees from being under the influence of controlled substances in the workplace.

## **Lobbying Restrictions**

The successful proposer will be required to comply with Texas Government Code, Chapter 305 (Registration of Lobbyists), which governs lobbying activities before the Texas Legislature and state agencies. The contractor shall ensure that neither it, nor any of its employees, subcontractors, or representatives, engages in prohibited lobbying activities using state or local funds in connection with the solicitation or performance of any resulting contract. If lobbying activities are undertaken, the contractor must comply with all registration, reporting, and disclosure requirements under Texas law.

## **No Boycott of Israel**

In accordance with Texas Government Code Chapter 2271, the successful proposer will be required to certify that it (1) does not currently boycott Israel, and (2) will not boycott Israel during the term of any resulting contract. For purposes of this section, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in Israeli-controlled territories, but does not include an action made for ordinary business purposes. Compliance with this certification shall be a condition of award under this solicitation.

## **Energy Company Boycotts**

If Respondent is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

## **Firearm Entities and Trade Associations Discrimination**

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it;

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and;
- (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

## **Dispute Resolution**

The successful proposer will be required to comply with the dispute resolution process established under Texas Government Code, Chapter 2260, which provides the exclusive process for resolving disputes arising under a contract with a governmental entity in the State of Texas.

## **Informal Resolution**

Any dispute arising under any resulting contract shall first be submitted in writing by the contractor to the designated LRGVDC Project Manager. The parties shall make a good faith effort to resolve the dispute at the staff level through discussions, clarification of requirements, or corrective action.

## **Executive Review**

If the dispute cannot be resolved at the staff level within ten (10) business days, the matter shall be elevated in writing to the LRGVDC Executive Director or designee for review. The contractor shall provide all documentation necessary to support its position, and LRGVDC will provide a written determination within a reasonable time.

## **Formal Resolution Under Texas Government Code, Chapter 2260**

If the dispute is not resolved through the steps above, the contractor may pursue a formal claim in accordance with the procedures and timelines set forth in Texas Government Code, Chapter 2260. This statute provides the exclusive process for resolving disputes against governmental entities under a contract.

## **Judicial Venue and Sovereign Immunity**

Venue for any judicial proceedings arising out of or related to a dispute shall lie in a court of competent jurisdiction in Hidalgo County, Texas. Nothing in this clause shall be interpreted as a waiver of LRGVDC's sovereign immunity to suit or liability, which is expressly reserved, nor as a grant of any right to bring a cause of action except as authorized by Texas law.

## **Continued Performance**

The contractor shall continue to perform all obligations under any resulting contract pending the resolution of any dispute, unless otherwise directed in writing by LRGVDC. Failure to continue performance during a dispute may be considered a material breach or default of the contract.

## **Severability**

If any provision of this solicitation or any resulting contract is held to be invalid, illegal, or unenforceable in any respect, such invalidity shall not affect any other provision, and the agreement shall be construed as if the invalid provision had never been included. This clause ensures continuity of obligations under Texas law.

## **Right to Appeal**

Any proposer who believes that LRGVDC has failed to follow proper procurement procedures or has acted unfairly in the solicitation, evaluation, or award process shall have the right to file a protest and appeal in accordance with the following procedure:

### **Procedure**

1. A protest must be submitted to the designated LRGVDC official by email at [lrgvdc@lrgvdc.org](mailto:lrgvdc@lrgvdc.org) within seven (7) calendar days from the date the basis of the protest became known or reasonably should have become known.
2. The protest must be submitted in writing and must clearly identify the protester, the solicitation or contract being protested, and the specific grounds for the protest. The protest shall include all pertinent facts, supporting documentation, and any legal authorities that the protester deems relevant.
3. A grievance hearing may be held at the request of the protester.

## **Hearing Process**

If a grievance hearing is held, the following minimum requirements shall apply:

1. All interested parties will receive written notice of the date, time, and location of the hearing.
2. All interested parties will be given an opportunity to present evidence and arguments relevant to the protest.
3. A written decision will be issued by LRGVDC within sixty (60) calendar days after the hearing.
4. The written decision will include notice of any further appeal rights available under applicable law.

## **Effect of Protest on Procurement**

The filing of a protest shall not automatically suspend, delay, or otherwise prevent LRGVDC from proceeding with the procurement, evaluation, or award process. LRGVDC may, at its sole discretion, determine that it is in the best interest of the agency to suspend the solicitation or award process pending resolution of the protest.

## **Finality of Decision**

The decision of LRGVDC shall be final unless an appeal is pursued in accordance with applicable federal or state law. Nothing in this clause shall be interpreted as a waiver of LRGVDC's sovereign immunity or as a grant of any right to bring a cause of action except as expressly authorized by law.

## **Closing Statement**

*The Lower Rio Grande Valley Development Council (LRGVDC) appreciates the time, effort, and interest of all Offerors in responding to this Request for Proposals (RFP). All proposals submitted will be carefully reviewed in accordance with the evaluation criteria set forth herein and in compliance with applicable federal, state, and local procurement regulations, including the State of Texas procurement statutes.*

*LRGVDC reserves the right to reject any or all proposals, to waive any informalities or irregularities, and to accept the proposal deemed to provide the best overall value and to be in the best interest of the Council.*

*Submission of a proposal indicates the Offeror's acceptance of the requirements, terms, and conditions outlined in this RFP, and acknowledges that all services shall be performed in accordance with applicable laws, rules, and regulations.*

*By submitting a proposal, the Offeror certifies that it possesses the necessary qualifications, financial capacity, and resources to successfully perform the services described. The successful Offeror will be required to enter into a contract with the LRGVDC, subject to negotiation and approval, consistent with the terms of this RFP.*