

**LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
(LRGVDC) / RIO GRANDE VALLEY METROPOLITAN PLANNING
ORGANIZATION (RGVMPO)**



Request for Qualifications

Metropolitan Planning Consulting Services

No: 2026-06

RELEASE DATE:

July 01st, 2026

SUBMISSION DEADLINE:

July 30th, 2026 by 5pm (CST)

Lower Rio Grande Valley Development Council
301 W Railroad St. Weslaco, TX 78596

WWW.LRGVDC.ORG

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SCHEDULE OF EVENTS & SUBMISSION REQUIREMENTS

SOLICITATION SCHEDULE

<i>Release Date of Request for Qualifications</i>	July 1 st , 2026
<i>Last Day to Submit Written Questions</i>	July 17 th , 2026
<i>Respond to Questions / Addenda Post Deadline:</i>	July 22 th , 2026
<i>Submission Deadline:</i>	July 30th, 2026, by 5:00 P.M. CST
• <i>Official Time Clock is LRGVDC Phone System</i>	
<i>Bid Opening</i>	July 31 th , 2026
• <i>Submission opening will be virtual via the following link:</i> https://meet.goto.com/535521069	
<i>Anticipated Submission Review and Evaluation</i>	Aug. 05 th , 2026 <i>(May be Subject to change)</i>
<i>Anticipated Board Approval Date</i>	Aug. 19 th , 2026 <i>(May be Subject to change)</i>
<i>Anticipated Award Date</i>	Aug. 26 th , 2026 <i>(May be Subject to change)</i>

The Lower Rio Grande Valley Development Council (LRGVDC) and the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) reserve the right, in their sole discretion, to modify the above schedule at any time.

Any changes that materially impact the RFQ or submission requirements will be issued through a formal addendum and distributed to all firms registered as having received the solicitation.

AUTHORIZED AGENCY CONTACT

The following will be the means of contact with the LRGVDC, RGVMPO and potential Statement of Qualifications (SOQ) submitters.

- Submitters may refer questions and inquiries via email only to lrgvdc@lrgvdc.org.
- All questions and inquiries must be submitted in writing via email only to: lrgvdc@lrgvdc.org.
- Direct contact with LRGVDC or RGVMPO staff outside of this process is strictly prohibited and may result in disqualification.
- No telephone or in-person inquiries will be accepted.
- Responses to written questions will be provided within three (3) business days, as applicable.
- All questions, clarifications, and official responses will be issued in the form of written addenda and posted on the LRGVDC procurement webpage: <https://www.lrgvdc.org/procurement.html>
- It is the responsibility of all Respondents to regularly monitor the website for updates, addenda, and other official communications related to this RFQ.

STATEMENT OF QUALIFICATIONS SUBMISSIONS

Interested firms shall submit one **(1) original** signed Statement of Qualifications (SOQ), seven **(7) copies**, and one **(1) electronic copy**.

- The original document shall be clearly marked “ORIGINAL” on the front page.
- The electronic copy must be provided in Microsoft Word or Adobe PDF format on a USB flash drive.
- USB drives submitted will not be returned and shall become the property of the Lower Rio Grande Valley Development Council (LRGVDC).

All submissions must include all required forms, certifications, and supporting documentation. Failure to provide complete information may result in the submittal being deemed non-responsive and disqualified from further consideration.

SUBMISSION DEADLINE AND DELIVERY

All SOQs must be received at the offices of the LRGVDC (see address below) no later than **5:00 P.M. Central Standard Time, July 30, 2025**.

The LRGVDC and the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) are not responsible for delays in mail delivery, courier services, or any other method of delivery.

- The official time of receipt shall be the date/time stamp recorded at the LRGVDC reception desk.
- SOQs received after the stated deadline will be rejected and will not be considered.

All Submissions shall be submitted via sealed envelope displaying name of Respondent 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**

RFQ Title: 2026-06 RGVMPO Planning Consultant Services

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

The LRGVDC office will be closed Friday July 3rd, 2026 in observance of Independence Day holiday.

SUBMISSION LABELING REQUIREMENTS

The outer packaging of the SOQ shall be clearly labeled with the following:

- RFQ Title
- RFQ Number
- Name of Respondent
- “STATEMENT OF QUALIFICATIONS – DO NOT OPEN”

Failure to properly label the submission may result in premature opening or misrouting and may render the submission non-responsive.

TRANSMITTAL LETTER

Each SOQ must include a transmittal letter signed by an individual authorized to bind the firm contractually.

The transmittal letter shall, at a minimum:

- Identify the firm submitting the SOQ
- Include the name, title, address, email, and telephone number of the primary contact
- Acknowledge receipt of any addenda issued
- Certify that the information contained in the SOQ is true and correct

CONFIDENTIAL / PROPRIETARY INFORMATION

Any materials submitted that are considered confidential or proprietary must be clearly identified as such by the Respondent.

All such designations are subject to review and determination by the LRGVDC and RGVMPO in accordance with applicable laws, including the Texas Public Information Act.

If the LRGVDC and RGVMPO determine that the information does not meet the criteria for confidentiality, the Respondent will be provided the opportunity to withdraw the identified materials prior to the evaluation process.

WITHDRAWAL OR MODIFICATION OF SUBMITTALS

A Respondent may withdraw or modify its SOQ at any time prior to the submission deadline by providing written notice to the LRGVDC.

After the submission deadline, SOQs may not be withdrawn or modified unless requested by the LRGVDC as part of the evaluation process.

NO OBLIGATION

Submission of a Statement of Qualifications (SOQ) does not obligate the LRGVDC or RGVMPO to award a contract or to pay any costs incurred in the preparation or submission of a response.

COST PROPOSAL (NOT REQUIRED AT TIME OF SUBMISSION)

Cost or pricing information shall not be submitted with the Statement of Qualifications.

In accordance with the Texas Government Code Chapter 2254, firms will be evaluated and ranked based solely on demonstrated competence and qualifications.

Upon completion of the evaluation process, the LRGVDC and RGVMPO will enter into negotiations with the highest ranked firm to establish a fair and reasonable price.

If an agreement cannot be reached, negotiations will be formally terminated, and the LRGVDC & RGVMPO will proceed to negotiate with the next highest ranked firm.

The LRGVDC reserves the right to request a separate cost proposal from the highest ranked firm(s) during the negotiation phase.

INTRODUCTION

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

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 and serves as fiscal agent to the RGVMPPO.

RIO GRANDE VALLEY METROPOLITAN PLANNING ORGANIZATION

The Rio Grande Valley Metropolitan Planning Organization (RGVMPO) is the federally recognized transportation planning organization responsible for coordinating and managing federally funded transportation projects across all modes in Hidalgo County, Cameron County, and a portion of Starr County. The RGVMPO provides a continuing, cooperative, and comprehensive planning process which works to establish and maintain a coordinated transportation ecosystem that delivers measurable quality of life projects. The RGVMPO is responsible for administering all federal funds for urban transportation improvements, including but not limited to; road and highway expansion, system preservation, bicycle/pedestrian plans and special studies in the region. These activities are carried out in accordance with federal and state requirements and are guided by the RGVMPO's Unified Planning Work Program (UPWP).

The Transportation Policy Board serves as the RGVMPO's decision-making body and holds sole responsibility for establishing and implementing regional transportation policy. The Policy Board has also established a Technical Advisory Committee (TAC) that reviews technical matters and develops preferred technical alternatives and recommendations for TPB approval.

PURPOSE

The Rio Grande Valley Metropolitan Planning Organization (RGVMPO) is seeks qualified firms to provide transportation planning support. The selected consultant will assist with the development and maintenance of long-short range transportation plans, compliance with federal and state planning requirements, and other related planning activities.

The selected Planning Consultant will provide comprehensive support to RGVMPO in the execution of its transportation planning responsibilities. This includes assistance with the development and maintenance of both long-range and short-range transportation plans, such as the Metropolitan Transportation Plan (MTP) and the Transportation Improvement Program (TIP). Additional responsibilities include technical assistance with web-based planning tools, travel demand modeling, transportation performance measurement and management, and data compilation and analysis. The consultant will also help ensure compliance with evolving federal and state planning requirements and provide general planning support, including public engagement, stakeholder coordination, and grant application assistance.

SCOPE OF WORK

The scope of work and schedule may be adjusted based on the agency's needs and emerging priorities. The consultant shall provide the following services associated with RGVMPO's Unified Planning Work Program: These tasks will be produced as Work Authorization Tasks.

I. Public Involvement & Participation:

- a) Development of public information/marketing materials, including design and layout.
- b) Development of Public Participation Plan
- c) Preparation of materials for public workshops and meetings.
- d) Development of assessment and tracking tools for measuring effectiveness of public involvement activities.
- e) Development of visualization materials for use in public meetings and in general communications to the public.

II. Geographic Information Systems (GIS):

- a) Data management process improvements.
- b) Development of interactive project map for RGVMPO website.
- c) Collection, creation and organization of data for regional infrastructure inventory to improve service gap analyses.

III. Congestion Management Process (CMP):

- a) Benchmarking in congestion monitoring and project performance reporting.
- b) Freight planning.

IV. Performance Based Planning and Programming:

- a) Target setting: Best practices research and process development for incorporation.
- b) Assistance with transportation performance measurement and management.

V. Digital Accessibility and Communication Support:

- a) Evaluation of agency website and web-based content for compliance with Section 508 and applicable accessibility standards.
- b) Identification of accessibility gaps and development of recommended corrective actions.
- c) Support in improving clarity, usability, and organization of public-facing digital content.

- d) Assistance in the development of accessible web content, graphics, and documents related to planning activities.

VI. Transportation Improvement Program (TIP):

- a) Support the preparation and amendment of the TIP, including project prioritization, fiscal constraint analysis, and coordination with implementing agencies.
- b) Ensure consistency between the TIP and MTP, and assist in public outreach and documentation.
- c) TIP amendment process audit and improvements.

VII. Regional and Sub-Regional Planning Studies:

- a) Detailed data gathering and analysis of transportation patterns and projections specific to targeted geographies, including:
 - Corridor studies
 - District studies
 - Mode-specific needs analyses
- b) Review of local/regional transportation, safety, and land use plans for impacts to the transportation system and planning process.
- c) Develop a Multi Mobility vision and funding strategy for the region that can be used to develop policies, programs, and projects that will provide guidance to the development of the Metropolitan Transportation Plan. To include roadway improvements, transit, active transportation, and international ports of entry priorities.

VIII. Metropolitan Transportation Plan (MTP):

- a) Assist in the development, update, and maintenance of the MTP, ensuring alignment with federal, state, regional, and local transportation goals.
- b) Conduct scenario planning, demographic and land use analysis, and stakeholder engagement to inform long-range transportation strategies.
- c) Prepare schedules and participate in outreach with local governments, transportation agencies, community stakeholders, and other regional partners.
- d) Conduct future conditions forecasting, including population, employment, land use, travel demand, freight movement, and other relevant growth indicators.
- e) Assess the impacts of proposed transportation projects on mobility, safety, connectivity, congestion, economic development, environmental conditions, and system performance.
- f) Conduct best practices research and incorporate applicable federal, state, and regional planning guidance into the MTP development process.
- g) Develop project evaluation and prioritization methodologies to support transparent and data-driven decision-making.
- h) Incorporate Autonomous, Connected, and Electric Vehicles, Intelligent Transportation Systems, and other emerging transportation technologies into the planning process.
- i) Conduct visioning, needs assessment, gap analysis, and stakeholder coordination to identify regional transportation priorities.
- j) Prepare the MTP document, supporting technical memoranda, maps, graphics, appendices, and public review materials.
- k) Evaluate transportation system resilience, including vulnerabilities related to flooding, severe weather, natural hazards, coastal impacts, emergency access, and continuity of operations.
- l) Analyze freight and goods movement, including international trade corridors, border crossing operations, intermodal facilities, freight bottlenecks, and regional supply chain needs.
- m) Incorporate applicable transportation safety plans, safety performance targets, crash

data, and Safe Streets and Roads for All (SS4A) initiatives into the MTP planning process.

- n) Develop financially constrained project scenarios, revenue forecasts, funding strategies, and project prioritization tools consistent with applicable federal and state requirements.
- o) Integrate federal and state performance measures into the MTP, including safety, pavement and bridge condition, system reliability, freight movement, congestion mitigation, transit asset management, and other applicable performance metrics.
- p) Develop and implement public involvement strategies for the MTP, including public meetings, workshops, surveys, bilingual outreach, digital engagement tools, visualization materials, and documentation of public participation activities

IX. Web-Based Applications:

- a) Technical Assistance:
 - Provide support for the development, maintenance, and enhancement of web-based planning tools (e.g., project maps, dashboards, and public comment portals).
 - Ensure tools are user-friendly, accessible, and compatible with mobile devices.
 - Assist in integrating GIS data and interactive features to enhance public engagement.

X. Regional Transportation Modeling Activities:

- a) Development of a Delphi committee to assist with TAZ-level demographics for base year and forecast years.
- b) Assist or update the RGVMPPO Travel Demand model.
- c) TDM Summary report to include Performance Measures.
- d) Conduct calibration and validation using observed traffic counts, travel surveys, and other relevant data.
- e) Run alternatives and use, transportation, and policy scenarios to support decision-making and long-range planning.
- f) Coordinate with regional and international stakeholders.
- g) Assess current and potential future transportation conformity requirements under the Clean Air Act and provide technical guidance regarding regulatory applicability, compliance considerations, and implementation strategies should conformity determinations become necessary.

XI. Assist with research and coordinating on funding opportunities

- Assist in identifying, evaluating, and pursuing transportation-related grant and funding opportunities, including preparation of supporting planning documentation.

XII. Internal Process Improvements:

- a) Development of training materials to ensure operational resiliency, including but not limited to development of Standard Operating Procedures.

XIII. Performance Measurement and Management:

- a) Assist in identifying and defining performance measures in areas such as safety, congestion, system reliability, as well as pavement and bridge conditions.
- b) Support the collection, analysis, and visualization of performance data.
- c) Prepare reports and dashboards to track progress toward regional and federal performance targets.

XIV. Data Compilation and Analysis:

- a) Compile and maintain datasets from various sources (e.g., Census, traffic counts, crash data, transit ridership).
- b) Perform statistical and geospatial analysis to support planning studies.

- c) Create maps, charts, and infographics to communicate findings to stakeholders and the public.

XV. Federal and State Planning Requirements:

- a) Monitor changes in federal and state transportation planning regulations
- b) Provide guidance to ensure compliance with FAST ACT, IIJA/BIL, Title VI, ADA, and other applicable laws.
- c) Assist in preparing documentation for federal and state reviews, including certification reviews and audits.

XVI. Planning Support:

- a) Support the planning and facilitation of public meetings, workshops, and stakeholder interviews.
- b) Assist in developing outreach materials, surveys, and engagement strategies.
- c) Provide technical assistance for grant writing and funding applications.
- d) Contribute to corridor studies, freight plans, active transportation plans, and other special projects as needed.

RIGHTS IN DATA AND MATERIALS

All reports, studies, data, maps, models, analyses, documents, and other materials developed, produced, or assembled by the contractor in the performance of any resulting contract shall become the property of the Lower Rio Grande Valley Development Council (LRGVDC) and the Rio Grande Valley Metropolitan Planning Organization (RGVMPO).

The contractor agrees that LRGVDC and RGVMPO shall have unrestricted rights to use, reproduce, distribute, modify, and disclose such materials, in whole or in part, without limitation.

To the extent that any materials developed under the contract include pre-existing proprietary data or intellectual property of the contractor, the contractor shall grant LRGVDC and RGVMPO a perpetual, non-exclusive, royalty-free license to use such materials for governmental purposes.

The contractor shall not assert any copyright, patent, or other proprietary rights that would prevent LRGVDC or RGVMPO from fully utilizing the deliverables produced under the contract.

INSTRUCTIONS & RESPONSIBILITIES

The Lower Rio Grande Valley Development Council (LRGVDC) or the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) shall not be responsible for any costs or expenses incurred by any Respondent in the preparation or submission of a Statement of Qualifications (SOQ) in response to this Request for Qualifications (RFQ).

LRGVDC reserves the right to reject any and all submissions, in whole or in part, and to deem any submission non-responsive if it is incomplete, fails to comply with the requirements of this RFQ, or omits required information or documentation.

All Statement of Qualifications (SOQ)s submitted in response to this RFQ shall become the property of LRGVDC and will be maintained as part of the official procurement file. Submissions shall be subject to public disclosure in accordance with applicable federal, state, and local laws, including the Texas Public Information Act.

GENERAL INSTRUCTIONS

- Respondents are responsible for carefully reviewing this RFQ and ensuring that all requirements are met. Failure to comply with any of the instructions, terms, conditions, or specifications contained herein may result in the submission being deemed non-responsive.
- All submissions must be complete, accurate, and submitted in the format prescribed in this RFQ. Any alterations, omissions, or conditions not specifically requested by LRGVDC and RGVMPPO may be grounds for rejection.
- It is the responsibility of the Respondent to ensure that all addenda issued by LRGVDC are received, acknowledged, and incorporated into the submission. Addenda, if any, will be posted on the LRGVDC procurement webpage. Failure to acknowledge all addenda may result in disqualification.
- Respondents shall not contact members of the LRGVDC, RGVMPPO, evaluation committee members, or other officials regarding this solicitation. Any unauthorized contact may result in disqualification of the Respondent.
- Questions regarding this RFQ must be submitted in writing in accordance with the Schedule of Events. Responses to questions will be issued through formal addenda. Verbal responses or clarifications shall not be considered binding.
- Statement of Qualifications (SOQ)s must be received by the date and time specified in this RFQ. Late submissions will not be accepted and will be considered non-responsive.
- LRGVDC and/or RGVMPPO reserves the right to request clarification or additional information from any Respondent for the purpose of evaluating SOQs. However, Respondents may not modify or supplement their SOQ after the submission deadline unless specifically requested by LRGVDC.
- Each submission should be prepared simply and economically, providing a clear, concise, and straightforward description of the Respondent's qualifications and ability to meet the requirements of this RFQ. Emphasis should be placed on completeness, clarity, responsiveness to the requirements, and a demonstrated understanding of the needs of the Rio Grande Valley Metropolitan Planning Organization (RGVMPPO).
- The LRGVDC and RGVMPPO make no guarantee that an award will be made as a result of this RFQ and reserves the right to accept or reject any or all submissions, in whole or in part, to waive minor informalities or technical inconsistencies, and to modify or delete any requirements set forth in this RFQ or any resulting agreement when deemed to be in the best interest of LRGVDC and RGVMPPO. All representations made within a Respondent's submission shall be binding upon the Respondent. However, LRGVDC and RGVMPPO shall not be bound by any statements, representations, or commitments made by Respondents outside of the requirements of this RFQ unless expressly incorporated into a fully executed agreement.
- Submissions must be signed by an authorized official of the Respondent who has the legal authority to bind the firm to the terms of the Statement of Qualifications. Failure to properly sign the submission may result in the SOQ being deemed non-responsive and subject to disqualification.

REQUIRED ATTACHMENTS

The Lower Rio Grande Valley Development Council (LRGVDC) and the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) seek to ensure a fair, consistent, and uniform evaluation process that allows for an equitable comparison of all Statements of Qualifications (SOQs) received. Respondents shall review and ensure that all required attachments, acknowledgements, and certifications identified in this RFQ are fully completed and included as part of the submitted SOQ package. Failure to provide any required attachment or to properly complete the required forms may result in the SOQ being deemed non-responsive.

All required forms and certifications must be signed by an authorized representative of the Respondent with the legal authority to bind the firm. Any documents requiring notarization must be properly executed and notarized in accordance with applicable state laws and included with the SOQ submission.

Respondents are responsible for ensuring that all submitted materials are complete, accurate, and compliant with the requirements of this RFQ. Respondents shall complete and submit all required attachments listed below as part of their Statement of Qualifications (SOQ):

Attachment Number	Attachment Title
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	Acknowledgment of Federal Requirements
Attachment No. 7	Certification Regarding Suspension & Debarment
Attachment No. 8	Anti-Lobbying Certification
Attachment No. 9	Drug Free Workplace Certification
Attachment No. 10	Equal Employment Opportunity (EEO) Compliance Certification
Attachment No. 11	DBE/HUB Bidder Identification Form
Attachment No. 12	Schedule of DBE Subcontractor Participation
Attachment No. 13	DBE/HUB Good Faith Efforts Statement
Attachment No. 14	Certification of No Conflict of Interest
Attachment No. 15	Conflict of Interest Questionnaire
Attachment No. 16	Non-Collusion Affidavit
Attachment No. 17	E-Verify Compliance Certification
Attachment No. 18	Client References Form
Attachment No. 19	Addenda Acknowledgment

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

The evaluation process is designed to award the contract to the most qualified Respondent based upon the evaluation factors specifically established for this solicitation. Respondents must provide all information outlined in the criteria to be considered responsive. The evaluation will be conducted in accordance with applicable federal, state, and local requirements, including but not limited to the Texas Government Code Chapter 2254 (Professional Services Procurement Act).

An Evaluation Committee shall be appointed by the Lower Rio Grande Valley Development Council (LRGVDC) and/or the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) to will review and evaluate all Statements of Qualifications (SOQs) received in response to this RFQ.

Criteria

Firms will be evaluated based on the following criteria:

1. Experience and Qualifications of the Firm (30 Points)

- Does the Respondent clearly describe the background, qualifications, and relevant experience of the prime consulting firm and all sub-consultants, including demonstrated experience with similar projects and past work with Texas MPOs, TxDOT Districts, and the TxDOT TPP Division?
- Does the submission include a clear project team matrix or organizational chart that identifies key staff, their roles, and the team structure proposed to deliver the required management, technical, and administrative services?
 - Describe the relevant skills, experience, staffing capacity, availability, office locations, and ability to travel to the Rio Grande Valley.
 - Demonstrate the depth and breadth of knowledge of relevant experience of the consultant team and key staff, highlighting well-rounded and relevant experience.
 - Provide information on each team member's staffing capabilities, including a table showing the availability of key personnel to work on this contract as a percentage of their total workload.
- Does the Respondent indicate whether the proposed Project Manager holds an AICP, PTP, or PE certification/license or 8 years of transportation planning experience.

2. Approach to Services (25 Points)

- Does the Respondent clearly describe their proposed approach to the federally mandated processes and documents, including, but not limited to the MTP, TIP, and CMP?
 - Specific activities include scenario planning, including integration of land use data and policy.
- Does the Respondent outline a comprehensive public involvement strategy, including outreach to bilingual, Spanish-speaking, traditionally underserved, and Limited English Proficiency (LEP) populations?
- Does the Respondent provide a workflow, schedule, or methodology for development and maintenance of the MTP?
- Does the Respondent present a strategy for identifying, evaluating, and maximizing regional funding opportunities, including federal discretionary grants, state funding programs, and emerging transportation funding sources?
- Does the Respondent demonstrate an approach for utilizing Geographic Information Systems (GIS), web-based applications, data visualization tools, dashboards, and interactive mapping technologies to support transportation planning, public engagement, and decision-making?
- Does the Respondent demonstrate an approach for integrating public engagement, GIS analysis, performance measures, and funding strategies into transportation planning studies and regional transportation initiatives?

3. Experience with Travel Demand Modeling (25 Points)

- Does the Respondent provide a clear narrative of previous experience serving as lead consultant on the development or update of Travel Demand Models (TDM) for MPOS's, identifying the proposed team members who worked on these projects and their roles?
- Does the Respondent provide experience and approach in the development and/or

implementation of land-use policies for minimizing urban sprawl (describe policies and years of experience)?

- Does the submission demonstrate experience with Dynamic Traffic Assignment, and relevant projects completed within the last seven years, including challenges encountered and value added?
 - Does the Respondent describe specific projects/scenarios?
- Does the Respondent address experience with calibration and validation of multimodal TDM's using Trans CAD; use of TDM's for Dynamic Traffic Assignment and microsimulation platforms; development of disaggregate socio-economic projections through a Delphi process; and use of simulation models and scenario planning?
 - Does the Respondent describe specific scenario planning experience?
 - Does the Respondent describe specific Delphi processes facilitated?
- Does the Respondent provide experience in assisting the MPO in developing a transportation conformity report and project level conformity report?

4. Approach to Border Planning & Coordination (20 Points)

- Does the Respondent provide a clear narrative demonstrating experience in border planning and coordination for transportation projects in U.S. border regions?
- Does the submission describe experience developing coordination processes among bi-national stakeholders across federal, state, local, and private entities, as well as experience with project development for international border crossings or adjacent facilities, and freight planning?
- Does the response demonstrate relevant work along the U.S. – Mexico border?

SCORING, RANKING, AND SELECTION PROCESS

Scoring

Each Statement of Qualifications (SOQ) will be evaluated based solely on the criteria outlined above, with a maximum total score of one hundred (100) points. Firms will be ranked in order of highest to lowest cumulative score.

This procurement is being conducted in accordance with Qualifications-Based Selection (QBS) requirements under applicable federal and state laws, including but not limited to Texas Government Code Chapter 2254 and applicable federal regulations under 2 CFR Part 200. As such, cost or price information shall not be considered as part of the evaluation, scoring, or ranking process.

Following the initial ranking, LRGVDC and RGVMPPO may enter into negotiations with the highest ranked firm to establish a fair and reasonable price and finalize the scope of services. If an agreement cannot be reached, LRGVDC reserves the right to formally terminate negotiations and proceed to the next highest ranked firm in accordance with QBS procedures.

The Lower Rio Grande Valley Development Council (LRGVDC) reserves the right to interpret, weigh, and apply evaluation criteria in a manner that serves the best interest of the project and ensures overall best value. Numerical scoring is intended to serve as a guide for evaluation and shall not be the sole determining factor for final selection.

In the event of a tie or where multiple firms are determined to be similarly qualified, LRGVDC reserves the right to conduct additional evaluation steps, which may include, but are not limited to, interviews, requests for clarifications or additional information, reference checks, or any other evaluation method deemed appropriate.

All evaluations and final selection decisions will be conducted in accordance with applicable LRGVDC procurement policies, as well as all relevant federal and state requirements, including those of TxDOT and the Federal Transit Administration (FTA), where applicable.

LRGVDC reserves the right to reject any or all SOQs, waive minor informalities or irregularities, and request additional information from any Respondant as necessary to support the evaluation and selection process.

Evaluation Criteria	Available Points
Experience and Qualifications of the Firm	30
Approach to Services	25
Experience with Travel Demand Modeling	25
Approach to Border Planning & Coordination	20
Total Points	100

Cost Proposal (Separate Submission / Post-Ranking)

This procurement is being conducted in accordance with Qualifications-Based Selection (QBS) requirements. As such, cost or price information shall not be submitted with the initial Statement of Qualifications (SOQ) and will not be considered during the evaluation, scoring, or ranking of firms.

Following the completion of the qualifications-based evaluation and ranking, the Lower Rio Grande Valley Development Council (LRGVDC) will request a detailed cost proposal from the highest ranked firm. The cost proposal shall be used solely for the purpose of negotiating a fair and reasonable price and finalizing the scope of services.

The requested cost proposal shall include, at a minimum:

- A detailed breakdown of labor categories, hours, and fully burdened rates
- Identification of key personnel and associated billing rates
- Direct expenses, including travel and reimbursable costs (if applicable)
- Subconsultant or subcontractor costs, if any
- Total not-to-exceed (NTE) amount or other agreed pricing structure

LRGVDC reserves the right to request cost proposals from additional ranked firms if negotiations with the highest ranked firm are unsuccessful.

All proposed costs must be allowable, allocable, and reasonable in accordance with applicable federal and state requirements, including but not limited to 2 CFR Part 200 and applicable TxDOT guidance.

LRGVDC further reserves the right to conduct a cost analysis or price analysis, request supporting documentation, and negotiate any or all elements of the cost proposal to ensure compliance and overall best value.

Failure of the highest ranked firm to negotiate a contract at a fair and reasonable price may result in termination of negotiations and initiation of negotiations with the next highest ranked firm.

Eligibility for Award

To be eligible for contract award, a Respondent must submit a response and statement of qualifications that are both responsive to the solicitation and demonstrate responsibility. A compliant response is one that conforms in all material respects to the requirements of this solicitation, includes all required forms and certifications, and adheres to the terms, conditions, and instructions contained herein. Responses that fail to meet these requirements may be deemed non-responsive and may be rejected without further consideration.

Responsibility will be determined based on the Respondent's demonstrated ability to successfully perform the contract requirements. This includes, but is not limited to, the Respondent's financial capacity, relevant experience, organizational and technical qualifications, past performance, and ability to comply with all applicable federal, state, and local laws and regulations. The LRGVDC and RGVMPO reserve the right to request additional information from Respondents as necessary to make a responsibility determination.

Negotiation of Contract

The LRGVDC reserves the right to enter into negotiations with the highest-ranked Respondent. If negotiations are not successful, the LRGVDC may formally terminate negotiations and proceed to the next highest ranked Respondent. This process may continue until an agreement is reached that is determined to be in the best interest of the LRGVDC.

The LRGVDC further reserves the right to negotiate final contract terms and conditions, including scope of services, schedule, compensation, and all applicable federal and state provisions. The final agreement shall incorporate the solicitation, the Respondent's response, and any negotiated modifications, all of which shall be binding upon execution.

Acceptance of Evaluation Process

Submission of a response constitutes the Respondent's acknowledgment and acceptance of the evaluation, scoring, and award process outlined in this solicitation. Respondents further acknowledge that the evaluation committee may exercise professional judgment and discretion in determining the response that represents the most qualified firm and overall benefit to the LRGVDC and the programs it serves.

Right to Reject or Cancel

The LRGVDC and RGVMPO reserve the right to reject any or all responses, waive minor informalities or technical inconsistencies, and cancel this solicitation in whole or in part when such action is determined to be in the best interest of the organization. The LRGVDC may also postpone or withdraw an award at any time prior to contract execution without incurring any liability to Respondents.

Issuance of this solicitation does not obligate the LRGVDC or RGVMPO to award a contract, nor does it commit the organization to pay any costs incurred in the preparation or submission of responses.

Notice of Intent to Award and Protest Procedures

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

Any Respondent wishing to protest the recommended award must submit a formal written protest within ten (10) business days of the issuance of the Notice of Intent to Award. The protest must clearly state the basis for the protest and include all relevant supporting documentation. Protests will be reviewed in accordance with LRGVDC procurement policies and applicable State of Texas requirements, and the decision of the LRGVDC Executive Director or designee shall be final.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REQUIREMENTS

Disadvantaged Business Enterprise (DBE)

This procurement is subject to the requirements of the U.S. Department of Transportation (USDOT) Disadvantaged Business Enterprise (DBE) Program in accordance with 49 CFR Part 26, as amended by the October 2025 Interim Final Rule. Respondents must comply with all applicable DBE regulations and requirements as a condition of participation in this solicitation.

The Lower Rio Grande Valley Development Council (LRGVDC), as the designated recipient and fiscal agent, is committed to ensuring nondiscrimination in the award and administration of USDOT-assisted contracts and to creating a level playing field on which DBE firms can compete fairly. While the LRGVDC encourages participation by DBE and HUB firms in all contracting opportunities. **No DBE goal** has been established for this procurement; however, *Respondents are encouraged to make a good faith effort* to include DBE participation where feasible.

The successful Respondent shall comply with all applicable DBE requirements during contract performance, including maintaining records of DBE participation, ensuring prompt payment to subcontractors, and cooperating with any compliance monitoring or reporting requirements as required by LRGVDC, TxDOT, FTA, or other oversight agencies. Failure to comply with applicable DBE requirements or to provide requested documentation may be grounds for determining a Respondent non-responsive.

Historically Underutilized Business (HUB)

In addition to federal DBE requirements, Respondents are encouraged to make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in accordance with the policies of the State of Texas and the Texas Comptroller of Public Accounts. Respondents should demonstrate a good faith effort to include HUB firms in subcontracting opportunities where feasible. While no specific HUB goal is established for this procurement, demonstrated efforts to include HUB participation may be considered as part of the overall evaluation, where applicable.

Compliance and Reporting (DBE & HUB)

The selected Consultant shall comply with all applicable federal and state requirements related to DBE and HUB participation throughout the term of the contract. This includes maintaining records of subcontractor participation, submitting required reports, and cooperating with any audits or compliance reviews conducted by LRGVDC, TxDOT, FTA, or other oversight agencies.

GENERAL TERMS, CONDITIONS & CERTIFICATIONS

General Terms

A response to this Request for Qualifications (RFQ) does not commit or obligate the Lower Rio Grande Valley Development Council (LRGVDC) or the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) to award a contract, nor to pay any costs incurred in the preparation, submission, or presentation of a S response prior to the execution of a formal written agreement.

The LRGVDC reserves the right to accept or reject any or all responses received, to waive minor informalities or irregularities, and to cancel this RFQ in whole or in part at any time during the procurement process, including during negotiations, if deemed to be in the best interest of the LRGVDC and RGVMP. Such actions may result from, but are not limited to, unforeseen circumstances, insufficient competition, or responses that do not meet programmatic needs. The LRGVDC also reserves the right to extend the response submission deadline for a reasonable period, not to exceed two (2) additional weeks, when deemed necessary.

Respondents intending to partner, joint venture, or otherwise collaborate with other firms or entities shall clearly identify all participating organizations in their submission. The response must describe the role of each entity, including a detailed breakdown of the work to be performed and the associated cost allocation. All subcontracted or sub-awarded costs must be clearly itemized to ensure transparency in the distribution and use of funds. The LRGVDC reserves the right to require that subawards or subcontracting agreements be executed in a manner acceptable to the agency.

If the Respondent intends to utilize subcontractors, this must be explicitly stated in the response. Subcontractors shall be identified by name, address, and Federal Employer Identification Number (FEIN), and their respective scope of work must be clearly defined. While the LRGVDC will not automatically reject a response for the inclusion of subcontractors, it reserves the right to review, approve, or reject any proposed subcontractor based on responsibility, qualifications, or compliance considerations.

The selected Respondent shall comply with all applicable federal, state, and local laws, regulations, and requirements, including but not limited to labor standards, licensing requirements, wage and hour laws, and workers' compensation statutes. The Respondent shall provide satisfactory evidence of such compliance upon request by the LRGVDC. Failure to comply with applicable legal and regulatory requirements may result in disqualification, termination of contract, or other remedies as deemed appropriate.

Terms and Conditions Attached to Response

Any terms and conditions submitted by a Respondent as part of, or attached to, its Response shall not be considered or incorporated into any resulting contract unless such terms and conditions are expressly identified in the Response and specifically accepted in writing by the Lower Rio Grande Valley Development Council (LRGVDC).

Submission of a Response constitutes the Respondent's agreement that, in the event of an award, the terms and conditions of this RFQ and any resulting contract shall govern, notwithstanding any conflicting or additional terms submitted by the Respondent.

This provision is made in accordance with applicable Texas law, including Texas Government Code § 2155.0012.

ORDER OF PRECEDENCE

In the event of any conflict, inconsistency, or ambiguity between the terms and conditions contained in this RFQ, the Respondent's Response, and any resulting contract or associated documents, the following order of precedence shall govern:

1. The final executed contract or agreement, including all negotiated terms and conditions;
2. This RFQ, including all addenda issued by the LRGVDC;
3. The Respondent's Response, to the extent accepted by the LRGVDC.

Any terms and conditions submitted by the Respondent that are inconsistent with or in addition to the requirements of this RFQ shall have no force or effect unless expressly accepted in writing by the LRGVDC.

AVAILABILITY OF FUNDS

All obligations of the Lower Rio Grande Valley Development Council (LRGVDC) and the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) under this RFQ and any resulting contract are expressly contingent upon the availability of applicable federal, state, and/or local funding.

No provision of any resulting agreement shall be construed to require the LRGVDC or RGVMPO to expend or commit funds in excess of those appropriated or otherwise made available for this purpose. In the event that sufficient funding is not appropriated, allocated, or otherwise made available, the LRGVDC reserves the right to terminate the contract, in whole or in part, without penalty or further obligation, upon written notice to the contractor.

The contractor shall not be entitled to compensation for any work performed or costs incurred in excess of authorized funding, and all services provided shall be subject to the continued availability of funds.

TERMINATION

The Lower Rio Grande Valley Development Council (LRGVDC) reserves the right to terminate any resulting contract, in whole or in part, at any time, for convenience or for cause, upon written notice to the contractor.

Termination for Convenience:

LRGVDC may terminate the contract, in whole or in part, when it is in the best interest of the agency. Upon receipt of a notice of termination, the contractor shall immediately cease all work, unless otherwise directed. The contractor shall be entitled to payment for services satisfactorily performed and accepted up to the effective date of termination. No payment shall be made for lost or anticipated profits.

Termination for Cause (Default):

LRGVDC may terminate the contract, in whole or in part, if the contractor fails to perform in accordance with the terms and conditions of the contract, fails to make adequate progress, or fails to comply with applicable laws, regulations, or requirements. In such event, LRGVDC may pursue any remedies available under law or equity, including completion of the work by other means and recovery of damages.

Termination for Non-Appropriation / Funding:

Termination may also occur in accordance with the Availability of Funds provision if sufficient funding is not appropriated or otherwise made available.

The rights and remedies of LRGVDC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

REMEDIES

The rights and remedies of the Lower Rio Grande Valley Development Council (LRGVDC) provided in this RFQ and any resulting contract shall be cumulative and not exclusive of any other rights or remedies provided by law or equity.

In the event of the contractor's failure to perform in accordance with the terms and conditions of the contract, LRGVDC shall have the right to pursue any and all remedies available, including but not limited to:

Withholding of payments until deficiencies are corrected;

- Disallowance of costs that are determined to be unallowable, unreasonable, or not allocable in accordance with applicable federal and state requirements;

- Suspension of work;
- Requirement to re-perform or correct deficient work at no additional cost;
- Recovery of damages, including costs incurred by LRGVDC to complete the work through other means;
- Termination of the contract for cause.

The exercise of any remedy by LRGVDC shall not preclude the exercise of any other remedy available under the contract or applicable law. No action or inaction by LRGVDC shall be deemed a waiver of any rights or remedies.

The contractor shall be liable for all costs and expenses resulting from its failure to perform, including any additional administrative or procurement costs incurred by LRGVDC in completing the work.

ASSIGNMENT AND SUBCONTRACTING

The contractor shall not assign, transfer, convey, or otherwise dispose of any rights, duties, or obligations under any resulting contract, in whole or in part, without the prior written consent of the Lower Rio Grande Valley Development Council (LRGVDC). Any attempted assignment without such consent shall be void.

The contractor shall not subcontract any portion of the work without prior written approval from LRGVDC. Approval of any subcontractor shall not relieve the contractor of its responsibility to perform the work in accordance with the terms and conditions of the contract. The contractor shall remain fully responsible for the acts, omissions, and performance of all subcontractors and suppliers.

All subcontractors must be identified in the submission or otherwise submitted for approval prior to performing any work. The contractor shall ensure that all subcontracts are in writing and include all applicable federal, state, and local requirements, including required flow-down provisions.

LRGVDC reserves the right to review, approve, or reject any subcontractor based on qualifications, responsibility, or compliance considerations. LRGVDC may require the replacement of any subcontractor found to be non-compliant or unsatisfactory.

INDEMNIFICATION

To the fullest extent permitted by law, the contractor shall indemnify, defend, and hold harmless the Lower Rio Grande Valley Development Council (LRGVDC), the Rio Grande Valley Metropolitan Planning Organization (RGVMPO), and their respective officers, officials, agents, employees, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from the performance of the contract, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or injury to or destruction of tangible property (including loss of use), and is caused in whole or in part by any negligent act, error, omission, or willful misconduct of the contractor, its employees, agents, subcontractors, or anyone directly or indirectly employed by them or for whose acts they may be liable.

The contractor's obligations under this section shall not be limited by the availability or limits of insurance maintained by the contractor and shall survive the termination or expiration of the contract.

Nothing in this RFQ or any resulting contract shall be construed as a waiver of any governmental immunity or liability protections available to LRGVDC, RGVMPO, or their respective officers, employees, or agents under Texas law.

Nothing in this section shall be construed to require the contractor to indemnify LRGVDC or RGVMPO for the sole negligence or willful misconduct of LRGVDC or RGVMPO, to the extent such limitation is required by applicable Texas law.

ACCESS TO RECORDS AND AUDIT

The contractor agrees to provide the Lower Rio Grande Valley Development Council (LRGVDC), the Rio Grande Valley Metropolitan Planning Organization (RGVMPO), and any of their authorized representatives, as well as federal and state oversight agencies, including but not limited to the Federal Transit Administration (FTA), Texas Department of Transportation (TxDOT), Texas Commission on Environmental Quality (TCEQ), the Comptroller General of the United States, and the State of Texas, access to any books, documents, papers, and records of the contractor that are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, and transcriptions.

The contractor shall maintain all required records for a period of not less than three (3) years after final payment and all other pending matters related to the contract are closed, unless a longer retention period is required by applicable law or grant requirements. In the event of litigation, claim, or audit, records shall be retained until all such matters are fully resolved.

The contractor shall include this provision in all subcontracts and shall ensure that all subcontractors provide the same rights of access to records and audit.

Failure to comply with the requirements of this section may be grounds for disallowance of costs, withholding of payments, termination of the contract, or other remedies as permitted by law.

SUSPENSION AND DEBARMENT

The Respondent certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.

The Respondent further certifies that it shall not knowingly enter into any subcontract or subaward with any individual or entity that is debarred, suspended, or otherwise excluded from participation in federally funded contracts.

As a condition of award, the selected contractor shall comply with the requirements of 2 CFR Part 180 and 2 CFR Part 1200, including verification of eligibility through the System for Award Management (SAM) at SAM.gov. The contractor shall maintain documentation of such verification and shall provide evidence upon request by the Lower Rio Grande Valley Development Council (LRGVDC).

The contractor shall include this requirement in all subcontracts and shall ensure that all subcontractors and subrecipients comply with these provisions.

Failure to comply with this requirement may result in disqualification, termination of contract, suspension of payments, or other remedies as permitted by law.

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

The Lower Rio Grande Valley Development Council (LRGVDC) and the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) are recipients of federal financial assistance from the Federal Transit Administration (FTA). The Federal Government is not a party to this RFQ or any resulting contract.

Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of a contract, the Federal Government shall not be subject to any obligations or liabilities to the contractor or any other party pertaining to any matter resulting from this RFQ or any resulting contract.

The contractor agrees to include this clause in all subcontracts and to ensure that all subcontractors are aware that the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. Department of Transportation regulations, 49 CFR Part 31, apply to its actions pertaining to this project.

By signing and submitting its Statement of Qualifications (SOQ), the Respondent certifies and affirms the truthfulness and accuracy of all statements, certifications, and representations made in connection with this RFQ and any resulting contract. The contractor further acknowledges that, in the event any false, fictitious, or fraudulent claim, statement, submission, or representation is made, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act.

The contractor agrees to include this requirement in all subcontracts and shall ensure that all subcontractors and subrecipients comply with these provisions.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation (USDOT), whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in the most current version of the Federal Transit Administration (FTA) Master Agreement and any applicable federal laws, regulations, and directives, are hereby incorporated by reference and made a part of this solicitation and any resulting contract.

The contractor shall comply with all applicable federal requirements, including but not limited to those set forth in 2 CFR Part 200, the FTA Master Agreement, and any other applicable federal statutes, regulations, or guidance.

To the extent that any provision of this RFQ or resulting contract conflicts with applicable federal requirements, such federal requirements shall take precedence.

The contractor shall include all applicable federal provisions in all subcontracts and shall ensure that all subcontractors comply with such requirements.

FEDERAL CHANGES

The contractor shall comply with all applicable federal laws, regulations, policies, procedures, and directives, including without limitation those issued by the U.S. Department of Transportation (USDOT) and the Federal Transit Administration (FTA), as such requirements may be amended or modified from time to time.

All such federal requirements shall be deemed to be incorporated into any resulting contract by reference. In the event of any change in applicable federal laws or regulations, the contractor agrees to comply with such changes, and LRGVDC reserves the right to modify the contract to incorporate any required revisions.

Failure to comply with applicable federal requirements, including any changes thereto, may result in termination of the contract or other remedies as permitted by law.

LOBBYING RESTRICTIONS (BYRD ANTI-LOBBYING AMENDMENT)

The Respondent certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Respondent, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, or 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, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence such officials in connection with this federally funded contract, the Respondent shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Respondent shall require that the language of this certification be included in all subcontracts and subawards at all tiers, and that all subcontractors and subrecipients shall certify and disclose accordingly.

This certification is required pursuant to 31 U.S.C. § 1352 and is a material representation of fact upon which reliance is placed when this transaction is entered into. Submission of a Statement of Qualifications (SOQ) shall constitute certification of compliance with this requirement.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The contractor agrees to comply with all applicable federal laws and regulations relating to equal employment opportunity, including but not limited to Executive Order 11246, as amended, and the implementing regulations at 41 CFR Part 60.

During the performance of any resulting contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to these characteristics.

Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The contractor shall include the provisions of this clause in all subcontracts and shall ensure that subcontractors comply with these requirements.

CIVIL RIGHTS (TITLE VI)

The contractor agrees to comply with all applicable federal civil rights laws and regulations, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and U.S. Department of Transportation regulations at 49 CFR Part 21.

The contractor shall ensure that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted with funds provided under any resulting contract.

The contractor further agrees to comply with all applicable requirements of the Federal Transit Administration (FTA) relating to nondiscrimination in programs and activities receiving federal financial assistance.

The contractor shall include this provision in all subcontracts and shall ensure that all subcontractors comply with these requirements.

CONFLICT OF INTEREST

The Respondent certifies that no officer, employee, agent, or governing body member of the Lower Rio Grande Valley Development Council (LRGVDC) or the Rio Grande Valley Metropolitan Planning Organization (RGVMPO), nor any other public official who exercises or has exercised any functions or responsibilities with respect to this procurement, has a financial interest, direct or indirect, in the award or performance of the resulting contract.

The Respondent further certifies that it has no actual, apparent, or potential conflict of interest that would impair its ability to perform the work in an objective and impartial manner. The Respondent agrees to disclose in writing any situation that may be construed as a conflict of interest, including but not limited to:

- Relationships (financial, contractual, organizational, or personal) with LRGVDC, RGVMPO, or affiliated entities;
- Participation in the development of the scope of work, specifications, or evaluation criteria for this solicitation;
- Existing or prior contractual relationships that could create an unfair competitive advantage;
- Ownership interests, shared employees, or common management with other Respondents or subcontractors involved in this procurement.

The Respondent agrees that if a conflict of interest is identified after submission of the Response or during the term of the contract, it shall immediately disclose such conflict in writing to LRGVDC. LRGVDC reserves the right to determine whether a conflict exists and to take appropriate action, including but not limited to disqualification of the submission, rejection of a subcontractor, modification of the scope of work, or termination of the contract.

The Respondent shall comply with all applicable federal and state conflict of interest requirements, including but not limited to 2 CFR § 200.318(c)(1), and shall ensure that no organizational conflict of interest exists that would result in unfair competitive advantage or impaired objectivity.

ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

The Respondent acknowledges that organizational conflicts of interest (OCI) may arise when a Respondent is unable or potentially unable to render impartial assistance or advice to the Lower Rio Grande Valley Development Council (LRGVDC) or the Rio Grande Valley Metropolitan Planning Organization (RGVMPO), when the Respondent's objectivity in performing the work is or might be impaired, or when the Respondent has an unfair competitive advantage.

The Respondent certifies that it has conducted a reasonable review of its organizational structure, relationships, and prior or current engagements to identify any actual, potential, or apparent organizational conflicts of interest. Such conflicts may include, but are not limited to:

- Involvement in the preparation of the scope of work, specifications, or evaluation criteria for this solicitation;
- Existing or prior contractual relationships that could impair objectivity or create biased recommendations;
- Access to non-public or proprietary information that could provide an unfair competitive advantage;
- Relationships with other entities, including affiliates, subcontractors, or partners, that may impact impartial performance.

The Respondent shall fully disclose in its Response any such actual, potential, or apparent organizational conflicts of interest. Failure to disclose relevant information may result in disqualification of the submission or termination of any resulting contract.

If an organizational conflict of interest is identified after award, the contractor shall immediately notify LRGVDC in writing. LRGVDC reserves the right to determine whether a conflict exists and to take appropriate action, including but not limited to:

- Imposing mitigation measures;
- Requiring the removal or substitution of personnel or subcontractors;
- Modifying the scope of work;
- Disqualifying the Respondent or terminating the contract.

The contractor shall comply with all applicable federal requirements related to organizational conflicts of interest, including 2 CFR § 200.318(c)(1), and shall ensure that no unfair competitive advantage is obtained or maintained throughout the procurement and performance of the contract.

NON-COLLUSION

By submitting a Response, the Respondent certifies that its response is genuine, independently developed, and not submitted in the interest of or on behalf of any undisclosed person, firm, partnership, corporation, or other entity.

The Respondent further certifies that it has not, directly or indirectly:

- Colluded, conspired, or agreed with any other Respondent or competitor to fix prices, divide markets, allocate customers, or otherwise restrict competition;
- Communicated with any other Respondent regarding pricing, cost elements, or response contents for the purpose of influencing the outcome of this procurement;
- Induced or solicited any other Respondent to submit or refrain from submitting a Response;
- Engaged in any conduct intended to give the Respondent an unfair competitive advantage or to undermine the integrity of the competitive procurement process.

The Respondent certifies that all statements, prices, and information contained in its Response are true and correct and have been prepared without collusion, fraud, or other unlawful conduct.

If it is determined that collusion or anti-competitive practices have occurred, LRGVDC reserves the right to reject the response, disqualify the Respondent from current and future procurements, terminate any resulting contract, and pursue any other remedies available under law.

GRATUITIES AND ETHICAL CONDUCT

The Respondent certifies that no gratuities, favors, gifts, or anything of monetary value have been offered, given, or promised to any officer, employee, agent, or representative of the Lower Rio Grande Valley Development Council (LRGVDC) or the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) for the purpose of influencing the selection, award, or administration of this procurement.

The Respondent agrees that it shall not offer, give, or agree to give any employee, officer, or representative of LRGVDC or RGVMPO any gratuity or offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of this procurement or any resulting contract.

The Respondent further agrees to comply with all applicable federal, state, and local laws, rules, and regulations governing ethical conduct, including but not limited to standards of conduct under 2 CFR § 200.318(c)(1) and applicable provisions of Texas law.

If it is determined that gratuities or unethical conduct have been offered or given in violation of this provision, LRGVDC reserves the right to:

- Disqualify the Respondent;
- Terminate any resulting contract;
- Pursue suspension or debarment actions, if applicable; and
- Seek any other remedies available under law.

The Respondent shall include this provision in all subcontracts and shall ensure that all subcontractors comply with these requirements.

FEDERAL AND STATE TAX LIABILITY

The Respondent certifies that it is not delinquent in the payment of any federal or state taxes and is in good standing with all applicable taxing authorities.

In accordance with Texas Government Code § 2252.903, the Respondent certifies that it is not subject to a payment agreement with a taxing entity for the payment of delinquent taxes and that it is not otherwise ineligible to receive a contract with a governmental entity.

The Lower Rio Grande Valley Development Council (LRGVDC) reserves the right to verify the Respondent's tax status and may reject any response or terminate any resulting contract if it is determined that the Respondent is not in compliance with applicable tax laws.

E-VERIFY / IMMIGRATION COMPLIANCE

The Respondent certifies that it is enrolled in and participates in the federal E-Verify program, as required by applicable federal and state laws, and shall use E-Verify to confirm the employment eligibility of all newly hired employees assigned to perform work under any resulting contract.

The Respondent shall comply with all applicable provisions of federal immigration laws, including but not limited to the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, and shall ensure that all employees performing work under the contract are legally authorized to work in the United States.

The Respondent agrees to maintain documentation of its participation in the E-Verify program and employment eligibility verification records, and shall provide such documentation to the Lower Rio Grande Valley Development Council (LRGVDC) upon request.

The Respondent shall include this requirement in all subcontracts and shall ensure that all subcontractors performing work under the contract comply with these provisions.

Failure to comply with this requirement may result in disqualification of the submission, termination of the contract, and any other remedies available under law.

PROHIBITION ON BOYCOTT OF ISRAEL

In accordance with Texas Government Code Chapter 2271, the Respondent certifies that it does not boycott Israel and will not boycott Israel during the term of any resulting contract.

For purposes of this certification, "boycott Israel" has the meaning assigned by Texas Government Code § 808.001 and includes 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 a person or entity doing business in Israel or in an Israeli-controlled territory.

This provision applies only to contracts that:

- Exceed \$100,000; and
- Are with a company that has ten (10) or more full-time employees.

If the Respondent does not meet these thresholds, this provision shall not apply. Failure to comply with this requirement may result in disqualification of the submission, termination of the contract, and any other remedies available under law.

FOREIGN OWNERSHIP / RESTRICTED COUNTRIES

In accordance with Texas Government Code § 2274.0102 and other applicable state laws, the Respondent certifies that it is not owned by or controlled by individuals or entities associated with countries designated as a threat to critical infrastructure, including China, Iran, North Korea, or Russia, as defined by the State of Texas.

The Respondent further certifies that it does not have any direct or indirect ownership, control, or interest by a governmental entity or business organization that is prohibited from contracting with a governmental entity in the State of Texas.

The Respondent agrees that it shall not utilize subcontractors, suppliers, or other entities that are owned by or controlled by prohibited foreign entities in the performance of any resulting contract.

The Lower Rio Grande Valley Development Council (LRGVDC) reserves the right to request additional information or documentation to verify compliance with this requirement. If it is determined that the Respondent is not in compliance, LRGVDC may reject the submission, terminate any resulting contract, and pursue any other remedies available under law.

INSURANCE

The contractor shall procure and maintain, at its own expense, insurance coverage in types and amounts sufficient to protect the interests of the Lower Rio Grande Valley Development Council (LRGVDC) and the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) throughout the term of any resulting contract. Insurance coverage shall be written by companies authorized to do business in the State of Texas and acceptable to LRGVDC.

At a minimum, the contractor shall maintain the following coverage:

1. Commercial General Liability (CGL)

Coverage for bodily injury, personal injury, and property damage.

- Minimum limits: \$1,000,000 per occurrence and \$2,000,000 aggregate

2. Professional Liability (Errors and Omissions)

Coverage for negligent acts, errors, or omissions arising out of the performance of professional services.

- Minimum limits: \$1,000,000 per claim
- Coverage shall be maintained for the duration of the contract and for a period of not less than two (2) years following completion of services.

3. Workers' Compensation and Employers' Liability

Coverage as required by the laws of the State of Texas, including Employers' Liability with limits in accordance with statutory requirements. Employers' Liability coverage shall be provided with minimum limits of:

- \$100,000 Each Accident
- \$500,000 Disease – Policy Limit
- \$100,000 Disease - Policy

4. Automobile Liability (if applicable)

Coverage for all owned, non-owned, and hired vehicles used in connection with the performance of services under the contract.

- Minimum limit: \$1,000,000 combined single limit

The contractor shall provide certificates of insurance evidencing the required coverage prior to the commencement of work and upon renewal of such policies. LRGVDC reserves the right to request copies of insurance policies or endorsements at any time.

The contractor shall provide that LRGVDC and RGVMPPO, including their officers, officials, employees, and agents, are named as additional insureds on the Commercial General Liability policy. All policies shall include a waiver of subrogation in favor of LRGVDC and RGVMPPO, where permitted by law.

Failure to maintain the required insurance coverage may result in suspension of work, withholding of payments, or termination of the contract.

ENERGY CONSERVATION

The contractor agrees to comply with all applicable mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq.).

The contractor shall ensure that all activities performed under any resulting contract are conducted in a manner that promotes energy efficiency and conservation, where applicable.

The contractor shall include this provision in all subcontracts and shall ensure that all subcontractors comply with these requirements.

CLEAN AIR AND CLEAN WATER

The contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.).

The contractor agrees to report each violation to the Lower Rio Grande Valley Development Council (LRGVDC) and understands and agrees that LRGVDC will, in turn, report each violation as required to the Federal Transit Administration (FTA) and the appropriate Environmental Protection Agency (EPA) Regional Office.

The contractor further agrees to include these requirements in each subcontract exceeding the applicable federal threshold and to ensure that all subcontractors comply with these provisions.

DISPUTE RESOLUTION

The parties agree to resolve disputes arising under any resulting contract in accordance with applicable provisions of the Texas Government Code Chapter 2260, as amended, relating to the resolution of certain contract claims against the State.

In the event of a dispute, the contractor shall provide written notice to the Lower Rio Grande Valley Development Council (LRGVDC) of the nature of the dispute, including sufficient detail to allow for review and resolution. The parties shall attempt in good faith to resolve any dispute through informal negotiations.

If the dispute cannot be resolved through negotiation, the contractor may pursue administrative remedies in accordance with applicable state law. Pending resolution of any dispute, the contractor shall proceed diligently with the performance of the contract unless otherwise directed in writing by LRGVDC.

GOVERNING LAW

This RFQ and any resulting contract shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. The Respondent shall comply with all applicable federal, state, and local laws, regulations, ordinances, and requirements in the performance of any resulting contract.

VENUE

Venue for any action, proceeding, claim, or dispute arising out of or relating to this RFQ, any resulting contract, or the performance thereof shall lie exclusively in a court of competent jurisdiction located in Hidalgo County, Texas.

The parties agree that any litigation arising under or related to this RFQ or any resulting contract shall be filed and maintained in Hidalgo County, Texas, unless otherwise required by applicable law.

RIGHT TO APPEAL / PROTEST

Any actual or prospective Respondent who is aggrieved in connection with this solicitation or the award of a contract may submit a written protest to the Lower Rio Grande Valley Development Council (LRGVDC).

All protests must be submitted in writing within ten (10) business days after the aggrieved party knows or should have known of the facts giving rise to the protest. The protest shall include:

- The name and address of the protester;
- The solicitation number and title;
- A detailed statement of the legal and factual grounds for the protest;
- Any supporting documentation; and
- The form of relief requested.

Protests shall be reviewed by LRGVDC, and a written determination will be issued. The decision of LRGVDC shall be final.

Failure to timely submit a protest shall constitute a waiver of any right to challenge the solicitation or award.

CLOSING STATEMENT

The Lower Rio Grande Valley Development Council (LRGVDC), on behalf of the Rio Grande Valley Metropolitan Planning Organization (RGVMPO), appreciates the time and effort invested by all Respondents in responding to this Request for Qualifications. This solicitation is intended to identify qualified firms capable of providing professional services in support of regional planning initiatives and program objectives.

Respondents are encouraged to carefully review all requirements of this RFQ and to submit complete, responsive, and well-organized Statements of Qualifications that demonstrate their understanding of the scope of services, relevant experience, and technical capabilities.

The LRGVDC looks forward to receiving responses and engaging with qualified firms to support the continued advancement of regional transportation planning efforts within the Lower Rio Grande Valley.