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

Request for Proposals

Legal Services

No: 2026-09

RELEASE DATE:

November 4th, 2026

SUBMISSION DEADLINE:

December 2nd, 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

Release Date of Request for Proposals .....Nov. 4th, 2026

Last Day to Submit Written Questions.....Nov. 18th, 2026

Respond to Questions / Addenda Post Deadline: .....Nov. 23th, 2026

Submission Deadline:..... Dec. 2nd, 2026, by 5:00 P.M. CST

- *Official Time Clock is LRGVDC Phone System*

Bid Opening ..... Dec. 3rd, 2026

- *Submission opening will be virtual via the following link: https://meet.goto.com/167783741*

Anticipated Submission Review and Evaluation ..... Dec. 4th – 9th, 2026
(May be Subject to change)

Anticipated Transpiration Policy Board Approval Date..... Dec. 16th, 2026
(May be Subject to change)

Anticipated Contract Award Date..... Dec. 17th, 2026
(May be Subject to change)

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.

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 means of contact with the LRGVDC, RGVMPO regarding proposals for potential bid 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/procurement2026.html
- It is the responsibility of all Respondents to regularly monitor the website for updates, addenda, and other official communications related to this RFP

PROPOSAL SUBMISSIONS

Interested firms shall submit one ***(1) original*** signed Statement of Qualifications (SOQ) Submission, including the completed Required Forms Packet, seven ***(7) copies***, and one ***(1) electronic copy***.

- The original document shall be clearly marked **"ORIGINAL"** on the front page.
- Signature may be wet signature or electronic from the designated authorized representative.
- 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 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.

STATEMENT OF QUALIFICATIONS (SOQ)

Firms interested in providing the services requested must submit a Statement of Qualifications (SOQ) in accordance with the instructions and requirements set forth in this solicitation.

The SOQ should clearly demonstrate the firm's competence, qualifications, technical experience, staffing capacity, project understanding, and ability to perform the required services. At a minimum, the SOQ should include the firm's relevant experience, proposed project team, key personnel qualifications, technical approach, project management approach, stakeholder coordination experience, and any other information necessary for the RGVMPO to evaluate the firm under the published evaluation criteria.

STATEMENT OF QUALIFICAITON (SOQ) REQUIREMENTS

Please provide the following information. If the respondent team is made up of more than one law firm, please provide the following information for each firm and include a summary of how the firms will work together, including which firms/attorney will serve as the day-to-day contact and how responsibilities will be split between the firms.

1. Name of firm and year organized (include address and telephone number).
2. Provide a list of Principals in the firm, including a biographical sketch of each. Include education, years of applicable legal experience, and any areas of specialty.
3. Provide the name and direct contact information of the principal (and backup individual) in the firm who will have responsibility for the Rio Grande Valley MPO's dealings with the firm.
4. Provide a list of attorneys who will provide service to the Rio Grande Valey MPO. Include a description of these attorneys' education, years of applicable legal experience and any areas of specialty.
5. Provide a list of current governmental and quasi-governmental clients, a contact person for each, telephone number, and email address.
6. Provide information regarding the number of governmental and quasi-governmental court cases actually tried to verdict or judgement during the past five years. This data should be provided for the firm and for each attorney in the firm that will provide a significant level of service to the Rio Grande Valley MPO. Information should also include the percentage of these cases "won".
7. Please list any clients you currently represent that could cause a conflict of interest with your responsibilities with the Rio Grande Valley MPO. Describe how you would be willing to resolve these or any future conflicts of interest.
8. Provide information related to firm's experience in public procurement, including alternative delivery mechanisms.

9. Provide information related to the firm's experience in developing public infrastructure projects, including with the environmental process, financing, the legislative process, and state agency coordination.

Please provide information related to the firm's experience in the transportation sector, representing Metropolitan Planning Organizations, or other transportation entities.

SUBMISSION DEADLINE AND DELIVERY

All Proposals must be received at the offices of the LRGVDC (see address below) no later than **5:00 P.M. Central Standard Time, December 2nd, 2026.**

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.
- Proposals received after the stated deadline will be rejected and will not be considered.

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

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**

RFP Title: 2026-09 Legal Services

The LRGVDC office will be closed Wednesday, November 11th, 26th, & 27th, in observance of the Veterans Day and Thanksgiving holidays.

SUBMISSION LABELING REQUIREMENTS

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

- RFP Title
- RFP 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 Proposal 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 Proposal
- 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 Proposal 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 OF SUBMITTALS

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

After the submission deadline, Proposals 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

The RGVMPO anticipates payment for services on an hourly basis. However, alternative proposals including lump sum retainer, lump sum/not to exceed, hourly payment basis with an upset limit, or combination of these and others providing attractive alternatives will also be considered. Proposals shall describe the firm's fee structure and rates for general representation, litigation and/or other fees.

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

BUDGET/FUNDING

The FY 2026-2027 UPWP programs $60,000 per fiscal year for this task, for a total anticipated budget of $120,000. Proposers should submit **Attachment 15**, and a detailed cost proposal identifying all rates, fees, and anticipated expenses necessary to perform the Scope of Services.

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 RGVMPO.

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).

PURPOSE

The Rio Grande Valley Metropolitan Planning Organization, hereinafter referred to as RGVMPO, is seeking a qualified firm, or individual to serve as contract attorney to the agency for general counsel services.

SCOPE OF SERVICES

1. General Counsel Services

Provide day-to-day legal advice and counsel to MPO leadership and staff.

- Attend board, committee, stakeholder, and public meetings as requested.
- Prepare legal opinions, memoranda, guidance documents, policies, and procedures.
- Provide legal support regarding organizational governance and administrative matters.
- Advise on ethics, transparency, accountability, and public-sector compliance requirements.

2. Contract Review and Negotiation

- Review, draft, negotiate, and revise contracts, professional service agreements, interlocal agreements, grant agreements, consultant agreements, and vendor contracts.
- Identify legal risks, liabilities, inconsistencies, and areas requiring amendment.
- Assist with contract administration, interpretation, disputes, and enforcement.
- Review transportation-related funding agreements and project agreements.

3. Procurement and Purchasing Compliance

- Provide legal guidance regarding federal, state, and local procurement requirements.
- Review and develop Requests for Proposals (RFPs), Requests for Proposals (RFPs), Invitations for Bids (IFBs), and procurement policies.
- Advise MPO staff on evaluation procedures, contract awards, competitive procurement requirements, and purchasing regulations.
- Assist with alternative delivery methods and public procurement strategies when applicable.

4. Federal and State Regulatory Compliance

- Review and interpret applicable federal and state statutes, regulations, guidance documents, and funding requirements.
- Provide legal analysis regarding:
  - 23 CFR Part 450
  - 2 CFR Part 200
  - Federal Highway Administration (FHWA) requirements
  - Federal Transit Administration (FTA) requirements
  - Texas Transportation Code

- Texas Government Code
- Other laws governing metropolitan transportation planning and federal funding programs.

- Advise on compliance risks and required corrective actions.

5. Interlocal Agreements and Memoranda of Understanding

- Draft, review, and negotiate interlocal agreements, cooperative agreements, MOUs, and partnership agreements.
- Advise on legal obligations, funding commitments, governance structures, and implementation requirements.
- Assist with amendments and dispute resolution involving partnership agreements.

6. Open Government and Governance Compliance

- Provide legal guidance regarding:
  - Texas Open Meetings Act
  - Texas Public Information Act
  - Records retention requirements
  - Public notice requirements
  - Board governance and procedural compliance
- Assist in responding to public information requests and governance inquiries.

7. Ethics and Conflict of Interest Compliance

- Advise MPO officials and staff regarding conflicts of interest, ethics requirements, gift restrictions, financial disclosures, and governmental conduct standards.
- Develop or update ethics policies and compliance manuals.
- Conduct ethics and compliance training sessions for board members and staff.

8. Transportation Planning and Project Development

- Provide legal services relating to transportation planning activities, project development, transportation funding, and implementation.
- Review and advise on transportation-related studies, corridor projects, roadway improvements, active transportation initiatives, transit projects, freight projects, and multimodal transportation programs.
- Advise regarding coordination with TxDOT, FHWA, FTA, local governments, RMAs, and other transportation partners.

9. Real Estate, Right-of-Way, and Property Matters

- Provide legal advice related to real estate transactions, easements, licenses, property acquisitions, rights-of-way, utility relocation agreements, and land use matters.
- Assist with title review, property-related agreements, and transportation project property requirements.
- Provide legal support concerning eminent domain and condemnation matters when necessary.

10. Environmental and Regulatory Matters

- Advise on environmental compliance requirements associated with transportation projects.
- Review environmental documentation and regulatory obligations.
- Provide legal support for federal and state environmental reviews and approvals.

11. Grant and Funding Assistance

- Review grant agreements, funding contracts, reimbursement agreements, and compliance documentation.
- Advise regarding grant administration, allowable costs, reimbursement requirements, and audit compliance.

- Assist with issues related to transportation funding and project financing.

12. Legislative and Policy Analysis

- Monitor and analyze proposed federal and state legislation affecting MPO operations and transportation programs.
- Provide interpretations of new laws, regulations, executive orders, and agency guidance.
- Advise MPO leadership regarding legislative and policy impacts.

13. Litigation and Dispute Resolution

- Provide legal representation, as authorized, in administrative proceedings, claims, mediation, arbitration, and litigation.
- Assist in resolving contractual disputes, procurement protests, regulatory matters, and transportation-related claims.
- Coordinate with special counsel when litigation expertise is required.

14. Training, Policies, and Best Practices

- Develop and update legal manuals, compliance programs, governance policies, procurement procedures, and operational guidelines.
- Conduct training workshops for MPO Board members, committees, and staff regarding legal compliance and best practices.
- Assist in developing internal controls and risk management procedures.

15. Special Projects

- Provide legal services for special initiatives, transportation studies, infrastructure financing, public-private partnerships (P3s), innovative project delivery methods, and other matters assigned by the MPO.

In addition to the general and recurring services described above, the selected firm shall provide related legal assistance on an as-needed basis within the Scope of Services, as requested by an authorized MPO representative. Such assistance may include verbal consultations with the Policy Board, MPO staff, and consultants regarding legal matters related to MPO business.

INSTRUCTIONS & RESPONSIBILITIES

The Respondent, whether a professional legal firm or an individual attorney, shall be licensed to practice law in the State of Texas and shall remain a member in good standing of the Texas State Bar throughout the term of the contract.

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 in response to this Request for Proposals (RFP).

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 RFP or omits required information or documentation.

All Proposals submitted in response to this RFP 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 RFP 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.
- 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.
- 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, RGVMPO, evaluation committee members, or other officials regarding this solicitation. Any unauthorized contact may result in disqualification of the Respondent.
- Questions regarding this RFP 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.
- Proposals must be received by the date and time specified in this RFP. Late submissions will not be accepted and will be considered non-responsive.
- LRGVDC and/or RGVMPO reserves the right to request clarification or additional information from any Respondent for the purpose of evaluating proposals. However, Respondents may not modify or supplement their proposal 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 RFP. 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 (RGVMPO).
- The LRGVDC and RGVMPO make no guarantee that an award will be made as a result of this RFP 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 RFP or any resulting agreement when deemed to be in the best interest of LRGVDC and RGVMPO. All representations made within a Respondent's submission shall be binding upon the Respondent. However, LRGVDC and RGVMPO shall not be bound by any statements, representations, or commitments made by Respondents outside of the requirements of this RFP 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. Failure to properly sign the submission may result in the proposal 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 Proposals received. Respondents shall review and ensure that all required attachments, acknowledgements, and certifications identified in this RFP are fully completed and included as part of the submitted Proposal package. Failure to provide any required attachment or to properly complete the required forms may result in the Proposal 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 Proposal submission.

Respondents are responsible for ensuring that all submitted materials are complete, accurate, and compliant with the requirements of this RFP. Respondents shall complete and submit all required attachments listed below as part of their Proposal:

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	DBE/HUB Bidder Identification Form
Attachment No. 10	Certification of No Conflict of Interest
Attachment No. 11	Conflict of Interest Questionnaire
Attachment No. 12	Non-Collusion Affidavit
Attachment No. 13	Client References Form
Attachment No. 14	Addenda Acknowledgment
Attachment No. 15	Proposed Fees Legal Services

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/procurement26.html.

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

Responsiveness and Minor Informalities

The LRGVDC may deem an SOQ non-responsive if it omits material information required to evaluate the respondent’s qualifications or fails to include required signed certifications, acknowledgments, or forms that are identified as mandatory.

LRGVDC may, in its discretion and when permitted by applicable law and funding requirements, allow a respondent to cure minor informalities or clerical omissions that do not affect the substance of the SOQ, do not provide a competitive advantage, and do not alter the respondent’s qualifications or proposed approach.

Examples of minor informalities may include minor clerical errors, formatting issues, or missing information that can be confirmed without changing the SOQ. Material omissions may include failure to submit the SOQ by the deadline, failure to provide required qualifications information, failure to acknowledge addenda when required, or failure to submit mandatory certifications or forms.

EVALUATION CRITERIA

The evaluation process is designed to identify the responsible Respondent whose proposal is most advantageous to the RGVMPO, considering qualifications, proposed fees, and the other evaluation factors established in this solicitation. The evaluation will be conducted in accordance with applicable federal, state, and local requirements.

An Evaluation Committee appointed by RGVMPO will review and evaluate responsive proposals using the following criteria. Respondents shall address each criterion and provide sufficient supporting information for the Committee to assess their qualifications and proposed services.

The maximum available score is **100 points**. The considerations listed under each criterion will be evaluated collectively within that criterion's assigned points.

Criteria

1. **Relevant Experience Providing Legal Services to Governmental Entities, Including MPOs and Transportation Planning Programs — 30 Points**

   The Committee will evaluate the relevance, depth, and complexity of the Respondent's experience providing legal services comparable to those identified in the Scope of Services. Evaluation will consider:

   - Experience advising governmental entities, MPOs, regional organizations, or other public entities with comparable legal needs.
   - Experience addressing public-sector governance, contracts, procurement, intergovernmental agreements, open meetings, public information, ethics, and conflicts of interest, as applicable to the Scope of Services.
   - Experience interpreting and applying federal and state requirements affecting transportation planning programs, federal grants, and the administration of public funds, including 2 CFR Part 200 where applicable.
   - Experience advising entities that coordinate with governing boards, fiscal agents, member governments, TxDOT, and federal oversight agencies.

   Respondents shall identify representative engagements, including the client or entity served, dates of service, nature of the services performed, and the Respondent's role. Respondents shall explain how those engagements demonstrate experience relevant to RGVMPO's Scope of Services.

   Comparable governmental experience will be considered where a Respondent has not directly represented an MPO. Respondents shall not disclose privileged or confidential client information.

2. **Qualifications and Experience of the Attorneys Assigned to Provide the Services — 25 Points**

   The Committee will evaluate the qualifications and relevant experience of the attorneys proposed to perform the work, with particular emphasis on the designated lead attorney. Evaluation will consider:

   - Relevant education, professional credentials, years of practice, and experience in the legal subject areas included in the Scope of Services.
   - The lead attorney's experience providing ongoing legal advice to public officials, governing boards, and administrative staff.

- The qualifications and relevant experience of supporting attorneys and other personnel, if proposed, including arrangements for obtaining specialized legal expertise when needed.
- The proposed assignment of responsibilities, anticipated involvement of key personnel, and arrangements for backup coverage and continuity of representation.
- Respondents shall identify the designated lead attorney and provide resumes for all proposed key personnel. For each proposed attorney, Respondents shall identify anticipated responsibilities, jurisdictions of licensure, applicable bar numbers, and current licensing status, including whether the attorney is in good standing.

Respondents shall clearly distinguish experience held by the firm from experience held by the attorneys proposed to serve RGVMPO. When describing an attorney's relevant experience, Respondents shall identify that attorney's role and responsibilities in the representative engagement.

3. Understanding of the Scope, Proposed Approach, Availability, and Responsiveness — 25 Points

The Committee will evaluate the Respondent's understanding of RGVMPO's legal needs and its proposed method for delivering timely, practical, and coordinated legal services. Evaluation will consider:

- Understanding of the Scope of Services, RGVMPO's organizational structure, and the respective roles of its governing bodies, staff, and fiscal agent.
- A clear approach to receiving and prioritizing assignments, conducting legal review, communicating findings, identifying compliance concerns, and providing actionable recommendations.
- Availability to attend meetings as requested, meet established deadlines, and respond to routine requests and urgent legal matters.
- Staffing capacity and workload management sufficient to support RGVMPO, including procedures for maintaining service during absences or competing demands.
- Respondents shall describe their service delivery approach, identify the primary point of contact, and explain how assignments, deadlines, and communications will be coordinated with RGVMPO as applicable.

Respondents shall provide proposed response times for routine and urgent requests, distinguishing initial acknowledgment from delivery of substantive legal advice. For matters requiring additional research or review, Respondents shall explain how completion deadlines will be established and progress communicated. Respondents shall also describe procedures for handling urgent matters outside normal business hours.

4. Proposed Fees and Overall Evaluated Cost — 20 Points

The Committee will evaluate the Respondent's total proposed cost for providing the required services using the standardized pricing form and common evaluation assumptions established in this solicitation.

Respondents shall provide:

- Hourly rates for the lead attorney, supporting attorneys, paralegals, and other billable personnel.
- Any proposed retainer or fixed fees, identifying the services included, applicable limitations, and charges for services outside those arrangements.
- Billing increments, charges for travel time, travel expenses, reimbursable expenses, administrative charges, and other anticipated costs.
- Proposed rates or fee adjustments for each contract year and any renewal periods identified in this solicitation.

The total evaluated cost will include all applicable fees and expenses calculated using the same workload and contract-period assumptions for every Respondent. The standardized pricing form will identify the estimated hours by personnel category and any meeting, travel, or other assumptions used in the evaluation.

For proposed retainers or fixed fees, the calculation will include the cost of services covered by those arrangements and any additional charges necessary to satisfy the common evaluation workload, without double counting included services.

The workload assumptions are provided solely for proposal evaluation and do not guarantee any minimum volume of services or expenditure.

SCORING, RANKING, AND SELECTION PROCESS

Scoring

Each responsive proposal will be evaluated using the four published evaluation criteria, with a maximum available score of one hundred (100) points.

The evaluation criteria and assigned point values will be applied consistently to all responsive proposals. Technical scores will reflect the Evaluation Committee's professional judgment in assessing the information submitted under each technical criterion.

Evaluation Criteria	Available Points
Relevant experience providing legal services to governmental entities, including MPOs and transportation planning programs	30
Qualifications and experience of the attorneys assigned to provide the services	25
Understanding of the scope, proposed approach, availability, and responsiveness	25
Proposed fees and overall evaluated cost	20
Total	**100**

Ranking

Respondents will be ranked based on their composite evaluation scores for the following four published criteria. Each evaluator's scores for all four criteria will be added together, with a maximum available score of one hundred (100) points per evaluator. The evaluators' total scores will then be added together to establish each Respondent's composite score. Respondents will be ranked from highest to lowest composite score, with the highest-scoring Respondent ranked first.

Eligibility for Award

To be eligible for contract award, the proposal and statement of qualifications must be responsive to the solicitation. 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 & RGVMPO reserve the right to enter into negotiations with the highest-ranked Respondent. If negotiations are not successful, the LRGVDC & RGVMPO 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 RGVMPO 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 Proposals (RFP) 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 RFP 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 RGVMPO. 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 RFP 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 RFP, 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 RFP, 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 RFP 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 RFP 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 RFP 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 RFP 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 RFP 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 RFP 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 RFP 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 RFP 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 RGVMPO, 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 RGVMPO, 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 RFP 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 RFP, 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 RFP 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 Proposals. 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 RFP and to submit complete, responsive, and well-organized Proposals, including Proposed Fees, and a Statement of Qualifications that demonstrates an 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.