

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (LRGVDC)



Request for Proposals

LRGVDC Lawn & Landscape Maintenance Services

No: 2025-06

RELEASE DATE:

September 17, 2025

SUBMISSION DEADLINE:

October 01, 2025, by 5pm (CST)

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

WWW.LRGVDC.ORG

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SCHEDULE OF EVENTS

Solicitation Schedule

Release Date of Invitation to Bid.....September 17, 2025

Pre Bid Meeting.....NA

Last Day to Submit Written Questions.....September 24, 2025

***Proposal Submission Deadline*.....October 01, 2025, by 5:00 P.M. CST**

- *Official Time Clock is LRGVDC Phone System*

Bid Abstract.....October 02, 2025

Anticipated Submission Review and Evaluation.....October 03, 2025
(May be Subject to change)

Anticipated Board Approval Date.....October 29, 2025
(May be Subject to change)

Anticipated Award Date.....November 03, 2025
(May be Subject to change)

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

Authorized Agency Contact

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

- All inquiries and questions must be submitted via email only to lrgvdc@lrgvdc.org.
- Questions sent directly to any member of the Lower Rio Grande Valley Development Council (LRGVDC) will not be considered.
- No phone or in-person inquiries regarding the proposal will be accepted unless it is part of the scheduled pre-bid meeting.
- Written inquiries submitted via email will receive a response within three (3) business days.
- All inquiries, questions, and responses will be posted as a numbered addenda on the Lower Rio Grande Valley Development Council website. **Submitters are encouraged and are responsible to check for updates regularly @ www.lrgvdc.org/procurement.**

PROPOSAL SUBMISSIONS

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

All submissions must be received to the offices of the Lower Rio Grande Valley Development Council (details below) or emailed no later than 5:00 P.M. Central Standard Time (CST), **October 01, 2025**. The LRGVDC is not responsible for lateness or non-delivery of mail, carrier, email, etc. The date/time stamp at the receptionist area of the LRGVDC shall be the official time of receipt for mailed or hand delivered Bids. *Proposals received late will not be considered or returned.*

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

A cover letter/ submittal letter must accompany the Proposal that is being submitted.

All Bids submitted via Email, mail or hand delivered must display name of offeror and project title. Mailed or hand delivered Bids must be addressed to the following:

**Hand Delivered
or
Mailed To:**

**Asst. Director of Business Operations
LRGVDC – Procurement Dept.
Building D
301 W Railroad
Weslaco, Texas 78596**

RFP Title: 2025-06 LRGVDC Lawn & Landscape Maintenance Services

- Proposals shall be valid for ninety (90) calendar days from proposal due date.
- Proposals submitted via methods other than those indicated above will not be accepted.
- LRGVDC office hours of operation are: Monday – Friday / 8:00am to 5:00pm CST

Confidential/Proprietary Information

Offerors should specifically identify any portions of their proposal that they consider to be confidential, proprietary information, or trade secrets. Each designation must be clearly marked within the proposal and accompanied by a written justification explaining why such material should be protected from public disclosure.

Notwithstanding the foregoing, Offerors are advised that LRGVDC is subject to the Texas Public Information Act, Texas Government Code Chapter 552. Information that is not clearly identified and justified as confidential may be subject to release in response to a valid public information request. Final determination of whether information is exempt from disclosure rests with the Office of the Attorney General of Texas.

Withdrawal or Modification of Proposals

Modifications Prior to Deadline

A modification to a proposal already received by LRGVDC shall be considered only if the modification is requested prior to the official date and time for the submittal of final proposals. All modifications must be made in writing, executed by an authorized representative of the contractor, and submitted in the same form and manner as the original proposal. Any modification of the proposal, except when resulting from LRGVDC's request for a "Best and Final Offer," shall be subject to the same conditions as the original proposal.

Withdrawal of Proposals Prior to Deadline

Proposals may be withdrawn prior to the official submittal deadline by providing a written withdrawal request, executed by the contractor or the contractor's authorized representative, and delivered to LRGVDC. Proposals may also be withdrawn in person by the contractor or an authorized representative, provided that the representative's identity is confirmed and a signed receipt acknowledging withdrawal is submitted.

Withdrawal of Proposals After Deadline

No contractor may withdraw a proposal after the official submittal deadline, unless the resulting contract award is delayed for more than seventy-five (75) calendar days from the proposal submission deadline. In such cases, LRGVDC may request that the contractor extend the validity period of its proposal.

Errors in Proposals

No consideration shall be given by LRGVDC to a claim of error in a proposal unless written notice of the error, along with supporting evidence including detailed cost breakdown sheets, is submitted to LRGVDC within forty-eight (48) hours of the opening of proposals. Any review by LRGVDC of such claims or supporting evidence shall not impose any duty or liability upon LRGVDC to discover errors or mistakes. The sole liability for any error or mistake in a proposal rests with the contractor.

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. The LRGVDC is governed by a twenty-seven (27) member Board of Directors of whom two-thirds are required to be elected officials of the designated boundaries.

Mission Statement

To promote and encourage cooperation among local units of government in order to improve the region's health, safety, and general welfare and to plan for future development. The Lower Rio Grande Valley Development Council (LRGVDC) is dedicated to fostering regional collaboration, economic development, and sustainable growth while enhancing the quality of life for all residents in the Lower Rio Grande Valley. As a multi-county council of governments, our mission is to provide leadership, strategic planning, and essential services that address the unique social, economic, and environmental needs of our communities.

PURPOSE & OBJECTIVE

Purpose

The purpose of this Request for Proposals (RFP) is to solicit qualified vendors to provide comprehensive lawn care and landscaping maintenance services for the Lower Rio Grande Valley Development Council (LRGVDC). The selected Contractor will be responsible for delivering consistent, professional, and cost-effective services that ensure the proper upkeep, appearance, and safety of LRGVDC facilities and grounds.

This RFP is intended to establish a contract in compliance with the procurement policies of the LRGVDC, State of Texas and applicable federal regulations, ensuring fair and open competition. Services are expected to support the Council's mission by maintaining attractive, safe, and environmentally responsible grounds that reflect the professionalism of the organization and provide a welcoming environment for employees, visitors, and the public.

Objective

The selected proposer will provide lawn care and landscape services in accordance with the terms, conditions, and requirements set forth in this Request for Proposals (“RFP”). The proposer is to supply all materials, planting material, chemicals, equipment, supervision, and labor required to perform the services. The specific objectives of this procurement are to:

- Maintain Clean and Safe Grounds – Ensure all landscaped areas are regularly maintained to promote safety, accessibility, and professional appearance.
- Enhance Aesthetic Appeal – Provide consistent, high-quality landscaping services that reflect positively on LRGVDC facilities and create a welcoming environment for staff, visitors, and the community.
- Ensure Reliability and Consistency – Deliver services on a scheduled basis with minimal disruption to LRGVDC operations.
- Promote Environmental Stewardship – Implement best practices for water conservation, waste reduction, and sustainable landscape management in accordance with state and local guidelines.
- Provide Cost-Effective Services – Achieve the best overall value for LRGVDC through competitive pricing, efficient service delivery, and long-term maintenance solutions.
- Ensure Compliance and Accountability – Meet all applicable local, state, and federal laws, regulations, and procurement requirements, with proper documentation and reporting.

LRGVDC GROUNDS

Properties

The lawn care and landscaping services described in this RFP apply to specified LRGVDC properties. These sites represent a mix of administrative offices, operational facilities, and public-use areas that require consistent upkeep to ensure safety, accessibility, and a professional appearance. The selected contractor will be responsible for providing all services as outlined in this RFP at each designated location.

The grounds to be maintained under this contract are listed below, with addresses and site details provided for reference. LRGVDC reserves the right to add or remove properties from this list during the contract term, as necessary to meet organizational needs.

- **301 W. Railroad St. Weslaco, TX 78596** – Administrative and Central offices for Lower Rio Grande Valley Development Council. Includes the North Main Parking lot in front of buildings A & B, which primarily requires weed control.
- **510 S. Pleasantview Dr. Weslaco, TX 78596** – Central office of Valley Metro
- **4406 Glasscock Ave. Harlingen, TX 78550** – Valley Metro maintenance facility
- **617 W. University Dr. Edinburg TX 78539** – Valley Metro Transit terminal
- **102 N. T Street Harlingen, TX 78550** – Valley Metro Harlingen Terminal

Area Location Mapping

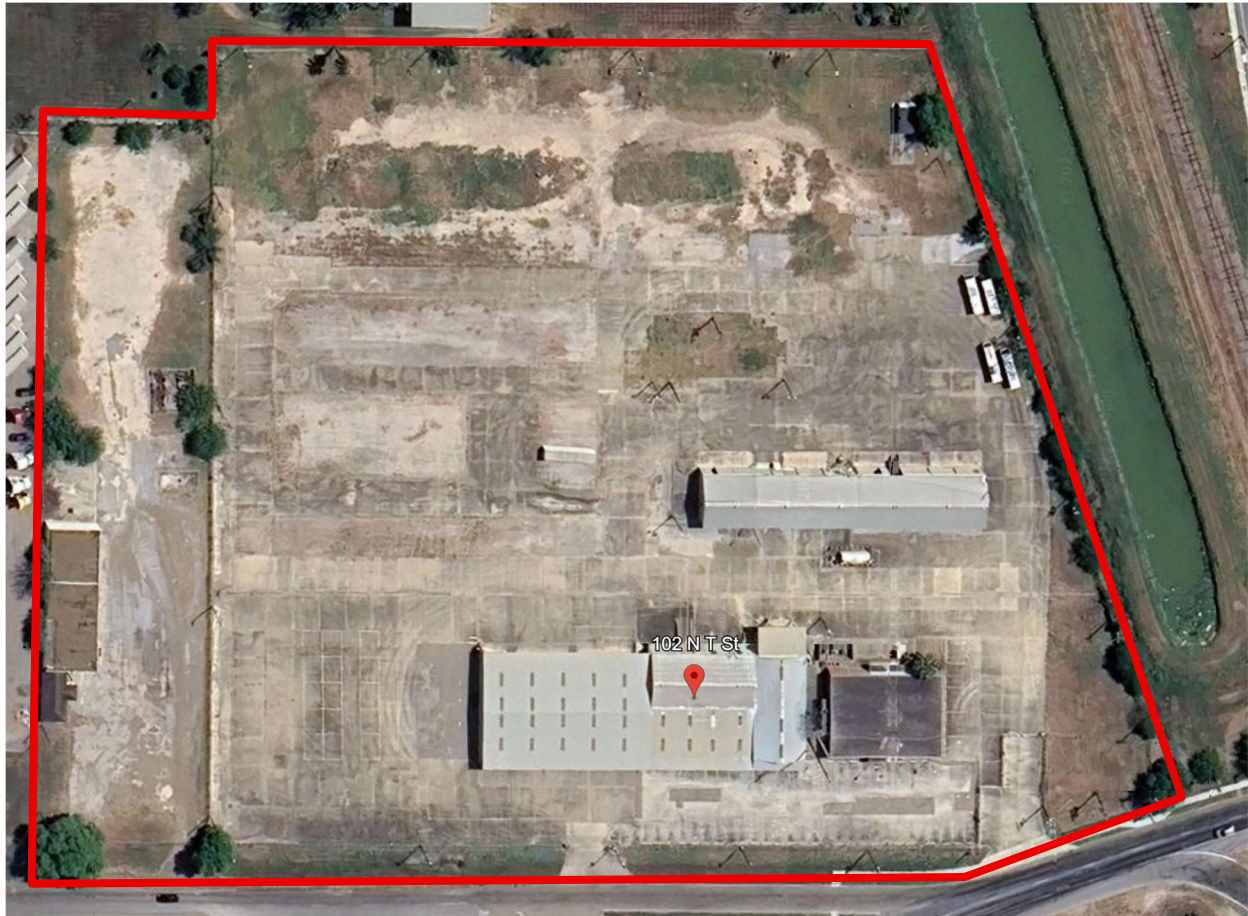
301 W Railroad St Weslaco, TX 78596



510 S Pleasantview Dr. Weslaco, TX 78596



102 N T Street Harlingen, TX 78550



4406 Glasscock Ave. Harlingen, TX 78550





Site Visits

Contractors may schedule a visit to the sites listed in this RFP with a minimum of twenty-four (24) hours' advance notice to the LRGVDC. Site visits must be scheduled and completed prior to the proposal submission deadline and will be limited to normal business hours, Monday through Friday, 8:00 a.m. to 4:00 p.m.

All scheduling requests must be submitted by email to lrgvdc@lrgvdc.org. Questions will not be answered directly during any scheduled site visit. Any questions regarding the scope of work, specifications, or other requirements must be submitted in writing via email to lrgvdc@lrgvdc.org within the timeframe allotted for vendor questions as specified in this RFP.

It is the sole responsibility of the contractor to review, inspect, and become familiar with all site conditions prior to submitting a proposal. By submitting a proposal, the contractor acknowledges that they have sufficient knowledge of the sites and the scope of services required.

Failure to conduct a site visit will not relieve the contractor of their responsibility to perform under the terms of any awarded contract. The LRGVDC will not be responsible for late, incomplete, or non-responsive proposals resulting from a contractor's lack of familiarity with the sites.

Any costs incurred by the contractor to attend site visits shall be borne solely by the contractor and will not be reimbursed by the LRGVDC.

SCOPE OF WORK

The scope of work for this Request for Proposals (“RFP”) encompasses the facilitating of comprehensive lawn care and landscape maintenance services for designated Lower Rio Grande Valley Development Council (LRGVDC) properties. The selected contractor shall be responsible for furnishing all necessary labor, materials, planting materials, equipment, supplies, chemicals, and supervision required to deliver high-quality grounds maintenance and landscaping services.

Services shall include, but are not limited to: mowing, edging, trimming, pruning, weeding, fertilization, pest and disease control, seasonal planting, irrigation system checks, trash and debris removal, and overall care of turf, trees, shrubs, flowerbeds, and other landscaped areas. The contractor shall perform all services in a professional manner that enhances the appearance, safety, and usability of the grounds.

The properties covered under this RFP are listed above, and it is the expectation of LRGVDC that all grounds remain clean, healthy, and well-maintained year-round. The contractor will coordinate with designated LRGVDC representatives to ensure that the standards of service meet the organization’s operational needs and desired results.

Turf Mowing

The Contractor shall maintain all turf areas at an appropriate and consistent height to ensure a neat, uniform appearance and to the satisfaction of the LRGVDC. Once any location is started, it must be completed on the same day.

Mowing Requirements

- Turf shall be cut to the appropriate seasonal height to promote healthy growth and maintain a professional appearance.
- Mower equipment pace must be to where the turf being mowed is *not* left with uncut patches or streaks or uneven throughout the entire lawn areas of the grounds.

Equipment & Quality Standards

- Contractor shall use appropriate mowing equipment suitable for the property’s topography to ensure a high-quality cut and to minimize scalping or damage caused by uneven terrain.

Edging

The Contractor shall perform edging and trimming along all curbs, sidewalks, bed edges, and tree wells to maintain a clean and professional appearance throughout the growing season. Services shall include the following:

Edging Requirements

- All hard edges shall be mechanically edged during the growing season to provide a sharp, well-defined border.
- Mow strips shall be treated with a non-selective herbicide as needed to control unwanted vegetation.

Equipment & Quality Standards

- Contractor shall use appropriate edging equipment suitable for the property's topography to ensure a high-quality cut.
- Edging shall be completed in a manner that enhances the overall appearance of the property and is consistent with professional grounds maintenance practices.

Special Conditions

- Turf growth along curbs, sidewalks and parking lots that cannot be adequately addressed through routine edging operations due to broken curbs or uneven borders shall be treated chemically and/or physically removed with a spade.

Turf Fertilization & Weed Control

The Contractor shall provide fertilization and weed control services to promote healthy, vigorous turf and to maintain an attractive landscape appearance. Services shall include the following:

Fertilization

- A well-balanced fertilizer shall be applied to all turf areas as needed to maintain a healthy green color and encourage proper growth.
- Application schedules and product types shall be determined by the Contractor based on professional expertise, soil conditions, and the specific needs of each site.

Weed Control

- All lawn areas shall be treated with crabgrass prevention and broadleaf weed control products as necessary to suppress weed growth.
- Weed control applications shall be performed in a manner that minimizes harm to desirable turf and surrounding landscaped areas.

Quality Standards

- Fertilizer and herbicide applications shall comply with all applicable federal, state, and local regulations, including Texas Department of Agriculture requirements.
- All products shall be applied by appropriately licensed personnel, using manufacturer-recommended rates and best management practices to ensure safety and effectiveness.

Palm Tree, Trash, and Shrub Maintenance

The Contractor shall provide regular maintenance of palm trees, shrubs, hedges, and related plant materials to ensure a neat, healthy, and well-maintained landscape appearance. Services shall include the following:

Palm Tree Maintenance

- Palm trees up to 20 feet in height shall be pruned as needed to provide a neat, natural appearance and to the satisfaction of the LRGVDC.
- Limbs or fronds obstructing buildings, signage, walkways, or vehicular traffic shall be removed promptly.
- Full-size palm trees (greater than 20 feet in height) shall be trimmed *twice annually*.
- Shearing and pruning techniques are at the discretion of the Contractor, provided the result is consistent with safety and professional standards.

Shrub and Hedge Maintenance

- Shrubs shall be pruned to retain their natural shape, promote blooming, and comply with accepted horticultural practices.
- Growth shall be managed to prevent encroachment on signs, ventilation units, buildings, walkways, or driveways.
- All formal hedges shall be sheared uniformly to maintain the desired shape and height; hedge trimming shall be completed for entire hedge rows in one service cycle, not in partial sections.
- Dead or damaged portions of shrubs and plants shall be removed whenever possible to encourage healthy growth.

Ground Cover and Beds

The Contractor shall maintain all ground cover areas and planting beds in a neat, healthy, and attractive condition, consistent with professional landscape management practices. Services shall include the following:

Weed Control & Cultivation

- Open ground between plants shall be kept free of weeds through mechanical or chemical methods, applied in compliance with all applicable regulations.
- Soil surfaces shall be raked smooth and cultivated regularly to maintain an orderly appearance.

Plant Health & Pest Control

- All ground cover and bed plant materials shall be monitored and maintained free of insect infestation and disease.
- When applying pesticides, the Contractor shall prioritize public health, worker safety, and environmental protection, adhering to all federal, state, and local requirements.
- Spot treatment for ant and insect control shall be performed as necessary to prevent damage to plantings or hazards to site occupants.

Trimming & Encroachment Control

- Groundcovers shall be trimmed to remain within curbs and walkways and shall not be permitted to grow into or through shrubs, other plantings, signs, or building surfaces.
- Signage and windows shall be kept free of encroaching growth at all times.

Trash, Clippings, and Debris Removal

The Contractor shall maintain all properties in a clean and orderly condition through the removal of trash, landscape clippings, and other debris generated during maintenance activities. Requirements include the following:

Routine Trash & Debris Removal

- During each maintenance visit, all trash, litter, fallen branches, and plant debris shall be collected and removed from the property.

- Curbs, sidewalks, and paved surfaces shall be cleaned with blowers and/or brooms to maintain a neat appearance.
- Heavy accumulations of sand, gravel, leaves, or similar materials shall be removed using shovels and brooms if blowers do not provide satisfactory results.

Clippings & Pruning Debris

- Excessive turf clippings shall be collected and removed from the job site at the end of each service visit, to the satisfaction of the LRGVDC.
- Clippings shall not be left overnight for later removal.
- The use of bagging attachments is recommended but not required, provided clippings are properly collected and disposed of.
- All pruning debris, hedge trimmings, and other maintenance-generated waste shall be collected, removed, and disposed of off-site.

Appearance Standards

- Litter, debris, and fallen plant material shall not be allowed to accumulate between visits and must be addressed during each scheduled service.
- Bare patches of turf or ground cover resulting from debris removal, wear, or damage shall be corrected by the Contractor using appropriate reseeding, replanting, or repair methods.

Disposal Restrictions

On-site disposal of any trash, clippings, or debris is strictly prohibited unless the Contractor has obtained the express written permission of the LRGVDC.

SERVICE REQUIREMENTS

Schedule of Services

The Contractor shall adhere to a regular service schedule, subject to adjustment by the LRGVDC for seasonal variations, weather conditions, or special needs.

Frequency of Services

Contractor shall perform routine turf mowing, edging, and trimming of hedges, bushes, shrubbery and related grounds maintenance on a regulatory scheduled basis to ensure properties remain in a neat well-kept condition. Service frequency shall be as follows:

- Services shall be performed **once monthly** during the months of **November, December, January, and February.**
- Services shall be performed **twice a month** during the months of **March through October.**
- The actual service dates may vary but must occur within seven (7) days prior to the scheduled LRGVDC monthly Board of Directors meetings.
- The exact service dates will be outlined by the LRGVDC upon execution of the contract and will reviewed and modified for each additional year that the contract is extended to fall within the above mentioned time frame.
- Full size palm trees (>20 ft.) are to be pruned twice a year and can be the convince of the Contractor. Failure to provide this important part of the service may result into actions as described in the performance standards.

Summary of Cuts

The total number of routine mowing and edging services (“cuts”) shall be twenty (20) per contractual year, as detailed in the Frequency of Services section. In addition, palm tree maintenance for palms exceeding twenty (20) feet in height shall be performed twice (2) per contractual year, unless otherwise directed by the LRGVDC. Total contract pricing shall reflect these required service quantities, and bidders must itemize pricing accordingly in the Offer Sheet.

Seasonal Adjustments

Service frequency shall be increased at the same cost as the per-cut, per-location rate during periods of above-average rainfall, heavy growth, or other conditions requiring additional attention. The LRGVDC reserves the right to direct the Contractor to provide additional cuts beyond the required twenty (20) per contractual year. Such additional cuts shall be billed at the per-location, per-cut rate as itemized in the Offer Sheet, and compensation will be made in accordance with contract terms.

Time for Performance

The Contractor shall perform all services in a timely manner and shall not conduct work on days when LRGVDC events or meetings involve large numbers of personnel entering or leaving the premises. The Contractor shall coordinate with the LRGVDC to identify these event dates and shall avoid providing services on those dates unless specifically instructed otherwise by the LRGVDC. Any changes to the agreed service schedule must receive prior approval from the LRGVDC.

Service Hours

Normal service hours shall be Monday through Friday, 8:00 a.m. to 5:00 p.m. The Contractor may conduct services at other times at its convenience; however, the Contractor must provide prior notice to the LRGVDC when services will occur outside of regular hours. Weekend services are acceptable provided they are prescheduled and the Contractor coordinates with the LRGVDC to ensure that access to locked areas can be given.

Weather Delays

Services delayed by inclement weather shall be rescheduled promptly to maintain overall service frequency.

Compliance

Licensing & Compliance

Contractors must hold all applicable licenses, permits, and certifications required by the State of Texas for landscaping, pesticide application, and irrigation services. Contractors must also comply with all federal, state, and local laws, including State of Texas and Federal procurement regulations.

Insurance & Bonding

Minimum insurance coverage must include general liability, worker’s compensation, and automobile liability, with limits as required by LRGVDC. Proof of insurance must be submitted prior to award and maintained throughout the contract.

Equipment & Materials

Contractor must supply and maintain all equipment necessary to perform the contracted services. All equipment must be in safe operating condition, properly maintained, and compliant with applicable OSHA standards. All materials, including but not limited to fertilizers, pesticides, and soil amendments, must be approved for use in the State of Texas and applied in accordance with manufacturer instructions, safety guidelines, and regulatory requirements.

DBE and HUB Compliance

It is the policy of the Lower Rio Grande Valley Development Council (LRGVDC) to promote and encourage contracting and subcontracting opportunities for Disadvantaged Business Enterprises (DBEs) and Historically Underutilized Businesses (HUBs) to the maximum practicable opportunity in all contracts. The LRGVDC has identified the services being solicited in this Request for Proposals as including possible subcontracting opportunities, and proposers are strongly encouraged to make a good faith effort to engage DBE and HUB firms in the performance of services under any resulting contract.

The successful proposer will be required to comply with all applicable DBE and HUB requirements as *LRGVDC General Operating Funds* and a good faith effort must be noted in the required submission forms.

Although this procurement is funded with local funds, the successful proposer must still comply with all applicable federal and state procurement laws, regulations, and policies governing DBE and HUB participation.

Operational Requirements

Staffing & Supervision

Contractor shall provide qualified personnel with adequate training and supervision to ensure all services are executed in a safe and professional manner. At least one designated supervisor shall be present on-site during service operations. This supervisor must be capable of making decisions on behalf of the Contractor and communicating effectively with LRGVDC staff. All employees must wear uniforms or identifiable clothing while on LRGVDC property and must carry company identification at all times.

Conduct

Contractor shall be responsible for ensuring that employees conduct themselves in a professional manner and comply with all safety and security requirements of LRGVDC.

Reporting & Communication

Contractors must designate a single point of contact available during business hours to receive instructions, service requests, and deficiency notices. Contractor must respond to any service request, deficiency report, or inquiry within twenty-four (24) hours of notification. After each service visit (e.g., mowing or scheduled maintenance), the Contractor must complete and submit a signed service form (form provided by LRGVDC). The process is as follows:

- Contractor completes and signs the service form immediately after work is performed.
- Contractor submits the signed form to the LRGVDC Business Operations Department for acknowledgment and countersignature.
- Once acknowledged, the Contractor shall submit the form, with the necessary signatures, to the LRGVDC Finance Department for authorization.
- Only after this process is completed may the Contractor submit an invoice for payment.

Further details and step-by-step procedures are outlined in the Payment Terms section of this RFP.

Performance Standards

Contractor shall perform all services in accordance with the schedule and specifications outlined in this RFP and any subsequent contract. Failure to perform services in a timely or satisfactory manner may result in corrective action, including but not limited to:

- Written notice of deficiency and requirement for corrective action.
- Withholding or reduction of payment until deficiencies are corrected.
- Termination of the contract for repeated or unresolved non-performance.

Contractor shall work cooperatively with LRGVDC to adjust schedules or methods when required by special events, weather conditions, or other circumstances. Contractor shall be responsible for ensuring all areas are left in a neat, clean, and professional condition following each service visit..

Licenses, Certificates, and Permits

The Contractor shall secure, maintain, and keep in full force and effect, at its sole expense, all licenses, certificates, and permits required to provide the services under this contract, including but not limited to authorization to conduct business in the State of Texas.

If at any time during the term of the contract any required license, certificate, or permit is terminated, suspended, revoked, or otherwise modified from the status held at the time of contract award, the Contractor shall provide immediate written notice to the LRGVDC Procurement Department. Failure to maintain required licenses, certificates, and permits in good standing shall constitute grounds for corrective action up to and including termination of the contract.

Warranty of Service

The Contractor warrants that all services provided under this contract shall be performed in a professional, workmanlike manner consistent with industry standards for lawn care and landscaping services. The Contractor further warrants that all labor, materials, equipment, and methods used in the performance of services shall be free from defects and shall conform to the specifications and requirements set forth in this RFP and the executed contract.

If services are found to be deficient, incomplete, or otherwise not in compliance, the Contractor shall, at no additional cost to LRGVDC, promptly re-perform or correct the services to the satisfaction of the LRGVDC. Failure to correct deficiencies within the timeframe specified by the LRGVDC may result in withholding of payment, corrective action, or termination of the contract. This warranty shall remain in effect for the duration of any executed contract, including any extensions or renewals.

Responsibility for Damages

The Contractor shall be fully responsible for any damage to buildings, structures, vehicles, landscaping, utilities, or other property belonging to LRGVDC or third parties that occurs as a direct or indirect result of the Contractor's operations, negligence, or failure to exercise reasonable care in the performance of services under this contract. The Contractor shall, at its sole expense, promptly repair or replace any such damaged property to the satisfaction of LRGVDC. If the Contractor fails to make such repairs or replacements in a timely manner, LRGVDC reserves the right to perform the necessary work and deduct the costs from amounts due to the Contractor. This provision is consistent with general liability requirements under Texas Civil Practice and Remedies Code, Title 4, Chapter 134, and aligns with standard risk management practices for public contracts.

INSTRUCTIONS & RESPONSIBILITIES

The Lower Rio Grande Valley Development Council (LRGVDC) shall pay no costs or other amount incurred by any entity in responding to this request for proposal (RFP). The LRGVDC reserves the right to refuse and reject any and all submitted proposals that are deemed incomplete and/or are missing any required information in response to this RFP. All proposals will become part of the LRGVDC official procurement files and will be available for public inspection once the RFP has closed and a determination of award or non-award is given.

General Instructions

- Bidders should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- Bids, which are qualified with conditional clauses, or alterations, or items, not called for in the RFP documents, or irregularities of any kind, are subject to disqualification by LRGVDC at its option.
- Each Bid should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the LRGVDC's needs.
- The LRGVDC 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 proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting Agreement when deemed to be in the LRGVDC's best interest. Representations made within the proposal will be binding on responding submitters. The LRGVDC will not be bound to act by any previous communication or Bids submitted by the bidder other than this RFP.
- Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of your proposal.
- Submissions must be signed by Bidders company official(s) authorized to commit such statement of qualifications and Bid. Failure to sign and return these forms will subject your statement of qualifications to disqualification.

- Each Bidder shall be responsible for determining during the bidding period the extent to which any addenda issued during the bidding period may affect this section of the specifications.

Proposal Submission Requirements

To be considered for this project, all Bids must adhere to the following submission requirements. Bidders must submit a complete and well-organized response demonstrating their qualifications, experience, and ability to successfully complete the project. Only individual firms or lawfully formed business organizations may apply. The LRGVDC will contract only with the individual firm or formal organization that submits a proposal.

Eligible Respondents

- Proposals will be accepted only from individual firms or lawfully formed business organizations that are duly established and authorized to conduct business.
- Respondents may engage consultants, subcontractors, or other specialized service providers to support their proposal; however, the LRGVDC will enter into a contract solely with the prime contractor submitting the proposal.
- Joint ventures may be considered only if a clear legal and financial structure is established, and one entity is designated as the lead respondent with full contractual responsibility. The lead respondent must serve as the sole contracting party with LRGVDC, and all JV partners must be fully disclosed and subject to the same requirements, including licensing, insurance, bonding, and compliance provisions of this RFP.
- Respondents must demonstrate financial stability and organizational capacity sufficient to perform the work under this contract. Supporting documentation (e.g., audited financial statements, organizational chart, or staffing plan) may be required as part of the evaluation process.

Experience Requirements

- Respondents must demonstrate a minimum of three (3) years of verifiable, successful experience in providing lawn and landscape maintenance services for properties of comparable size, scope, and complexity.
- Relevant experience may include, but is not limited to, grounds maintenance for governmental facilities, commercial campuses, educational institutions, or other large multi-site properties.
- Proposals must include at least three (3) client references for comparable projects completed within the last five (5) years, detailing scope of work, property type, acreage maintained, and performance outcomes.
- Preference may be given to respondents who demonstrate additional specialized experience, such as irrigation system management, integrated pest management, or native and adaptive plant landscaping practices.

Company Information & Qualifications

Each bidder must provide sufficient information to demonstrate its qualifications, organizational capacity, and ability to successfully perform the required services. Proposals should clearly identify the legal name of the firm or organization, including any “doing business as” (DBA) names, and specify the business structure (e.g., corporation, partnership, limited liability company, sole proprietorship, or joint venture). The proposal should also state the bidder’s state of incorporation or formation, primary place of business, and include the name and contact information of the person(s) authorized to negotiate on behalf of the bidder.

Bidders must provide background information on the company, including the number of years in business providing lawn and landscape services, as well as a description of relevant experience on projects of similar size, scope, and complexity. This should highlight work performed for governmental, commercial, or multi-site properties and include a summary of organizational resources—such as staff capacity, equipment, and specialized expertise—that demonstrate the ability to fulfill the requirements of this RFP.

Each proposal must include a list of all current licenses, permits, and certifications applicable to the scope of work, such as Texas business registration, pesticide applicator certifications, and irrigation licenses. Copies of licenses and certifications should be provided within the proposal, if available, or submitted upon request. Bidders must also demonstrate compliance with applicable federal, state, and local regulatory requirements.

Finally, bidders are encouraged to include additional information that supports their qualifications. This may include a brief statement of the company’s mission, values, or approach to service delivery, as well as any industry recognitions, awards, or professional memberships that reinforce credibility and adherence to industry standards. Bidders should also disclose any pending litigation, bankruptcy filings, or material legal issues that may impact their ability to perform under the contract.

Price Proposals

The respondent shall provide an itemized price proposal for each location identified in the Area Location Mapping section of this RFP. Pricing must include all costs associated with furnishing the required services, including but not limited to labor, equipment, materials, supplies, supervision, transportation, and disposal. Each price proposal must clearly identify the cost per location and any unit-based rates (e.g., per acre, per mowing, per cubic yard of debris removal) as applicable. If alternate or optional services are proposed (e.g., seasonal planting, irrigation repairs, pest management), these should be separately itemized with corresponding unit pricing.

All proposed prices shall apply to the full scope of goods and services provided pursuant to this contract. Respondents are responsible for ensuring their pricing reflects complete performance of the work as specified, without hidden charges or additional fees. Failure to submit a complete and itemized price proposal for each designated location may result in disqualification of the response.

Pricing shall remain firm during the first year of the contract. Thereafter, the Contractor may request a price increase by submitting a written request to LRGVDC at least sixty (60) calendar

days in advance of the requested effective date. Any such request must be accompanied by sufficient supporting documentation, including published indices such as the Producer Price Index or other recognized and applicable indexes that reflect actual cost increases incurred after the commencement of the contract. LRGVDC reserves the sole right to accept, negotiate, or reject any requested price adjustment.

Payment Terms

Notwithstanding any term or condition in the Agreement to the contrary, all invoices shall be payable to the Contractor within thirty (30) calendar days after LRGVDC's receipt of a properly submitted invoice and verification that the services have been satisfactorily delivered in accordance with the contract requirements. Invoices must be itemized, reference the applicable location(s) and service period, and include any supporting documentation required by LRGVDC.

LRGVDC reserves the right to withhold payment for services not performed in compliance with contract specifications, incomplete work, or services rendered unsatisfactorily, until such deficiencies are corrected to LRGVDC's satisfaction. No interest or late charges shall be payable by LRGVDC unless expressly required by Texas law.

Invoicing

The Contractor shall invoice LRGVDC for services performed. Each invoice must be accompanied by the signed service form required under the *Reporting & Communication* section of this RFP. Invoices must clearly reference the service date(s), the location(s) where services were performed, and a description of the services provided.

All invoices must comply with the requirements set forth in the *Payment Terms* section, including itemization and supporting documentation. Failure to provide complete and accurate invoices may result in delayed processing or payment.

Contract Term

LRGVDC anticipates awarding a contract with an initial term of one (1) year. The contract may be renewed for up to four (4) additional one-year periods, to be exercised at the sole discretion of LRGVDC, for a potential maximum contract term of five (5) years.

Continuation of the contract beyond the initial term is contingent upon satisfactory contractor performance, the availability of funding, and the ongoing needs of LRGVDC. Renewal options will be executed in writing by LRGVDC prior to the expiration of the then-current term.

REQUIRED ATTACHMENTS

The Lower Rio Grande Valley Development Council (LRGVDC) aspires to achieve as uniform a review process as possible to ensure the maximum degree of comparable balance among Bids received. Therefore, before submitting a proposal, Bidders must make sure all items indicated below are returned with submitted proposals.

Bidders shall complete all noted Attachments and submit with the proposal, Attachment Number.

Attachment No.	Attachment Title
Attachment No. 1	Solicitation Acknowledgement Form
Attachment No. 2	Certification of Incorporation / Authorization to Do Business in Texas
Attachment No. 3	DBE/HUB Bidder Identification Form
Attachment No. 4	Schedule of DBE/HUB Subcontractor Participation (<i>2 pages</i>)
Attachment No. 5	DBE/HUB Good Faith Efforts Statement
Attachment No. 6	Conflict of Interest Questionnaire
Attachment No. 7	Certification Regarding Suspension and Debarment
Attachment No. 8	Non-Collusion Affidavit
Attachment No. 9	Authorization and Responsibility Certification
Attachment No. 10	E-Verify Compliance Certification
Attachment No. 11	Anti-Lobbying Certification
Attachment No. 12	Client References
Attachment No. 13	Addenda Acknowledgment
Attachment No. 14	Rate Sheet

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

As a condition of responsiveness, each Offeror shall complete, sign, and submit all required certification forms included in this RFPs . These certifications are mandatory for consideration of any proposal and are required by federal and State of Texas procurement laws and regulations.

Failure to provide any of the required certifications may result in the proposal being deemed non-responsive. The Offeror should also ensure that all subcontractors engaged under any awarded contract comply with the applicable certifications, as required by this RFP.

EVALUATION CRITERIA

Proposals will be evaluated in accordance with applicable State of Texas procurement regulations and the criteria outlined herein. The Lower Rio Grande Valley Development Council ("LRGVDC") reserves the right, in its sole discretion, to award a contract — if any — to the proposer whose submission is determined, through the evaluation process, to be the most advantageous to the LRGVDC and consistent with applicable state and federal law. Nothing in this solicitation shall be construed as obligating the LRGVDC to award a contract, and the LRGVDC expressly reserves the right to reject any or all proposals, to waive minor informalities, and to re-solicit if deemed in the best interest of the Council.

Evaluation Committee

The LRGVDC will establish an Evaluation Committee composed of administrative staff and/or departmental personnel. The Evaluation Committee will independently review, score, and rank all responsive proposals in accordance with the criteria set forth in this section. The Committee may request additional information, conduct interviews, or invite proposers for presentations and

demonstrations as part of the evaluation process. Recommendations of the Evaluation Committee will be submitted to LRGVDC Board of Directors for final award determination.

Evaluation Factors

Proposals will be evaluated and scored based on the following weighted criteria:

1. Price Proposal (40%)

Evaluated based on the competitiveness, clarity, and completeness of the proposer's pricing for each location as outlined in the Offer Sheet. Consideration will also be given to the proposer's ability to control costs while maintaining quality services.

2. Experience and Qualifications (30%)

Will be assessed on the proposer's demonstrated experience in providing lawn care and landscape services of similar size and scope. References from prior or current clients, particularly governmental or institutional customers, will be reviewed, as well as the qualifications, certifications, and licenses of the staff assigned to the project.

3. Approach and Work Plan (15%)

Will be considered with respect to the proposer's understanding of the scope of work and service requirements. This includes proposed staffing levels, reporting processes, performance standards, and the proposer's ability to respond effectively to seasonal adjustments and special service requests.

4. Compliance, Certifications, and Responsiveness (15%)

Will be evaluated based on the proposer's submission of all required forms and documentation in accordance with applicable state and federal requirements, as well as the overall clarity, organization, and completeness of the proposal. Consideration will also be given to the quality of references provided and the proposer's demonstrated record of past performance in similar projects.

It is the intent of LRGVDC to enter into contractual agreements with the most qualified, responsible respondent whose submittal is responsive to the request for proposal, meeting all qualifications necessary to complete the prescribed scope of work, with the greatest overall value to LRGVDC. Each Bid will be reviewed to determine compliance with the technical specifications and overall requirements outlined in this RFP. The LRGVDC reserves the right to award to the proposer that best meets the overall needs of the Council, even if that proposer does not submit the lowest price. Failure to provide required certifications or documentation may result in disqualification. Additionally, incomplete or late proposals or those found to be in default, in poor standing or reflective of questionable business/ethical practices will not be considered. The LRGVDC further reserves the right to negotiate final terms and pricing with the proposer selected for award recommendation.

Scoring

Each proposal will be evaluated based on the criteria outlined above, with a total of 100 percentage points available. The Bidder with the highest cumulative score will be ranked accordingly. The LRGVDC reserve the right to weigh and interpret scores in accordance with project needs and best value considerations.

In the case of tied scores, the LRGVDC may conduct further evaluations, including interviews, additional documentation requests, or reference verifications, to determine the final selection. This additional review process ensures that the awarded contract meets the best interests of the project and aligns with organizational objectives.

Evaluation Criteria	Available Points
Price Proposal	40
Experience and Qualifications	30
Approach and Work Plan	15
Compliance, Certifications, and Responsiveness	15
Total Points	100

Single Proposal Process

If only a single proposal is received in response to this solicitation, the Lower Rio Grande Valley Development Council (“LRGVDC”) may require the proposer to provide verification of cost and price reasonableness. Such verification may include, but is not limited to, the submission of a cost analysis or a price comparison between the proposed pricing and that of similar items, materials, supplies, and/or services to confirm that the submitted price is fair and reasonable.

If requested, the proposer shall provide the required cost analysis or price comparison within seven (7) calendar days of the date of the request. Failure to submit the requested documentation within the required timeframe may result in rejection of the proposal. LRGVDC reserves the right to accept or reject the single proposal submitted based on its determination of price reasonableness and consistency with applicable State of Texas and federal procurement regulations.

Eligibility for Award

In order for a Bidder to be eligible for contract award, the proposal and qualifications must be responsive to the solicitation. The LRGVDC must determine that the Bidder is responsible and possesses the resources and capacity to perform the resulting contract satisfactorily.

- Responsive Bids are those that comply with all material aspects of the RFP, conform to the solicitation documents, and meet the requirements set forth in this solicitation.
- Responsible Bidders are those that demonstrate the capability, experience, and financial stability to fulfill the contract requirements.

Proposals that do not comply with all the terms and conditions of this solicitation will be rejected as non-responsive. Vendors may be required to provide additional documentation to verify their qualifications. The LRGVDC reserves the right to conduct background checks, financial reviews, and request further evidence of compliance before awarding any contract.

Award of Contract

The award of a contract, if made, will be based upon the evaluation and scoring of proposals in accordance with the criteria set forth in this RFP. The proposal determined to be the most advantageous to the Lower Rio Grande Valley Development Council (“LRGVDC”), considering price, experience, approach, compliance, responsiveness, and other factors deemed relevant under State of Texas and federal procurement regulations, will be recommended for award.

Following identification of the successful proposer, LRGVDC reserves the right to enter into negotiations to clarify or refine the scope, pricing, and terms of the proposal in order to achieve the best overall value and ensure compliance with applicable requirements. If the parties are unable to reach agreement on final terms within a reasonable period, as determined by LRGVDC, the Council may terminate negotiations and initiate discussions with the next highest-ranked proposer.

Award of the contract shall not be considered final until formal approval by the LRGVDC Board of Directors and full execution of a written agreement. The contract formation period will include preparation, negotiation, and execution of the final contract documents. No proposer shall acquire any legal or equitable rights or privileges until a binding contract is duly executed by both parties.

GENERAL TERMS AND CONDITIONS

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

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

Availability of Funds

Any contract awarded under this Request for Proposals is contingent upon the availability and continued appropriation of funds by the LRGVDC, the State of Texas, and/or federal funding sources, as applicable. LRGVDC reserves the right to reduce the scope of services, amend, or terminate the contract in whole or in part without penalty if sufficient funds are not available or appropriated. No legal liability on the part of LRGVDC shall arise until the Contractor has received a fully executed contract and a valid purchase order issued by LRGVDC.

Terms and Conditions Attached to Response

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

Compliance with Laws

The Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations in the performance of services under this contract. Such compliance includes, but is not limited to, the requirements of the Texas Local Government Code, Chapter 252 (Purchasing and Contracting Authority of Municipalities), the Texas Government Code, Title 10, Subtitle F, Chapter 2155 (Purchasing: General Rules and Procedures), and the Texas Administrative Code, Title 34, Part 1 (Comptroller of Public Accounts, Statewide Procurement Division). Where federal funds are utilized, the Contractor shall comply with applicable provisions of the Federal Acquisition Regulation (FAR), the Uniform Guidance (2 CFR Part 200), and federal labor standards including the Fair Labor Standards Act (29 U.S.C. §201 et seq.). Failure to comply with these requirements may constitute grounds for suspension or termination of the contract.

Independent Contractor Status

The Contractor shall perform the services described in this solicitation and any resulting agreement strictly as an independent contractor. Nothing in this contract shall be construed as creating an employer–employee relationship between the Contractor and LRGVDC. The Contractor shall have exclusive control of the means, methods, and details of providing services, and shall be solely responsible for the acts and omissions of its employees, agents, and subcontractors. No provision of this agreement shall be interpreted to establish a partnership, joint venture, or other business association under Texas law, nor shall it create any right to benefits, compensation, or protections afforded under the Texas Labor Code, Title 2.

Assignment and Subcontracting

The Contractor shall not assign, sell, transfer, or subcontract any rights, duties, or obligations arising under this agreement without the prior written consent of LRGVDC. Any attempted assignment without such consent shall be considered null and void and may be treated as a material breach of contract. This condition is required in accordance with Texas Government Code §2252.058, which governs subcontracting for state and local contracts, and is intended to ensure that the quality and integrity of services provided under this solicitation are maintained.

Insurance and Bonding

The Contractor shall procure and maintain, at its sole expense, during the entire term of the contract, insurance coverage sufficient to protect against all risks associated with the performance of services under this agreement. Such insurance shall include, at a minimum, commercial general liability insurance, workers' compensation insurance as required under the Texas Labor Code, and automobile liability insurance, with coverage amounts as specified in the solicitation or as otherwise required by LRGVDC. Proof of insurance shall be furnished to LRGVDC prior to the

commencement of services and upon request thereafter. In accordance with Texas Government Code §2253.021, performance and payment bonds may be required for certain service contracts. The Contractor shall remain fully responsible for maintaining continuous coverage and shall immediately notify LRGVDC in writing of any lapse, modification, or termination of required policies.

Confidentiality

The Contractor shall maintain in strict confidence any proprietary, sensitive, or confidential information received or generated in connection with this contract. Such information shall include, but is not limited to, building access codes, security protocols, gate codes, alarm codes, staff or client information, and any other non-public operational details of LRGVDC. The Contractor shall not disclose such information to any third party without the prior written consent of LRGVDC, except as required by law. The Contractor further acknowledges that LRGVDC is subject to the Texas Public Information Act (Texas Government Code, Chapter 552) and that information may be subject to public disclosure unless an exception applies. The Contractor shall cooperate with LRGVDC in asserting any applicable exceptions to disclosure on behalf of the Contractor.

Governing Law and Venue

This contract shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, without regard to its conflict of law provisions. Venue for any legal action arising out of or related to this contract shall be exclusively in a court of competent jurisdiction located in Hidalgo County, Texas, as authorized under Texas Civil Practice and Remedies Code §15.002.

Indemnification

The Contractor shall indemnify, defend, and hold harmless the Lower Rio Grande Valley Development Council (LRGVDC), its officers, directors, employees, agents, and representatives from and against any and all claims, damages, liabilities, losses, suits, judgments, costs, and expenses, including attorney's fees, arising out of or related to the Contractor's performance of this contract, except to the extent caused by the sole negligence or willful misconduct of LRGVDC. This provision is consistent with Texas Civil Practice and Remedies Code, Chapter 134 (Liability and Remedies) and standard procurement requirements applicable to local government contracts.

Antitrust Affirmation

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

Public Information Act

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

State Auditor's Right to Audit

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

Access to Records

The successful proposer will be required to maintain complete and accurate records, books, documents, accounting procedures, and other evidence relevant to the performance of services under any resulting contract. LRGVDC, the State of Texas, the U.S. Government, or any of their duly authorized representatives shall have the right of timely access to any such records for the purpose of audit, examination, inspection, or reproduction, as required by law.

Records shall be retained for a minimum of three (3) years following final payment under the contract, or longer if required by applicable federal regulations, including 2 CFR §200.334–.337. The contractor's obligation to provide access to records shall survive the termination or expiration of any resulting contract.

E-Verify Program

The successful proposer will be required to certify compliance with the U.S. Department of Homeland Security's E-Verify employment eligibility verification system, as authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. §1324a). The contractor must utilize E-Verify to confirm the legal work status of all employees assigned to perform work under any resulting contract. The contractor shall further ensure that any subcontractors engaged for the provision of services under this solicitation also utilize E-Verify to confirm the employment eligibility of their personnel. Documentation of E-Verify enrollment and participation must be provided to LRGVDC upon request.

Foreign Ownership Certification

Pursuant to Texas Government Code Section 2274.0102, the bidder certifies that neither it nor its parent company, nor any affiliate of the bidder or its parent company, is (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Texas Government Code Section 2274.0103, or (2) headquartered in any of those countries. Compliance with this requirement is a condition of award for any resulting contract.

Conflict of Interest

Bidder represents and warrants that the provision of goods and services or other performance under the RFP will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Bidder will disclose in writing to LRGVDC any and all existing or potential conflicts of interest relative to the performance of this RFP. Pursuant to Section 2155.003 of the Texas Government Code, Bidder represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the solicitation.

The Bidder must disclose any potential conflicts of interest that may arise in connection with this project. All bidders and affiliated entities must adhere to the following conflict of interest requirements:

General Conflict of Interest Provisions

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

Organizational Conflicts of Interest

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

Prohibited Conduct

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

Disclosure & Remedies

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

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

Suspension and Debarment

By submitting a proposal in response to this solicitation, the bidder certifies that neither it nor its principals are presently suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with Executive Orders 12549 and 12689, and 2 CFR Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension). The bidder further certifies that it is not suspended or debarred from doing business with the State of Texas under the Texas Government Code or Texas Comptroller of Public Accounts vendor debarment listings.

Any proposer unable to certify to the statements above must provide a detailed written explanation as part of its proposal. Compliance with this requirement will be a condition of award for any resulting contract.

Termination

Termination for Convenience

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

Termination for Breach or Default

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

Termination for Cause

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

Termination for Non-Appropriation

Any resulting contract is subject to the availability and appropriation of funds. In the event that sufficient funds are not appropriated or budgeted by LRGVDC, the State of Texas, or federal funding sources to meet LRGVDC's payment obligations, LRGVDC may terminate the contract without liability or penalty by providing written notice to the contractor. Termination under this provision shall not constitute a breach or default and shall be in accordance with Texas Local Government Code §271.903.

Legal Provisions

Waiver of Remedies for Breach

In the event LRGVDC elects to waive its remedies for any breach or default by the successful proposer of any covenant, term, or condition of any resulting contract, such waiver shall not be construed as a waiver of LRGVDC's right to enforce the same covenant, term, or condition in the event of any subsequent breach or default, nor shall it be construed as a waiver of LRGVDC's right to enforce any other covenant, term, or condition of the contract.

No Waiver of Sovereign Immunity

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

Federal and State Tax Liability

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

DBE / HUB Subcontracting

The successful proposer will be required to make a good faith effort to include and utilize Disadvantaged Business Enterprises (DBEs) and Historically Underutilized Businesses (HUBs) in the performance of services under any resulting contract, in accordance with applicable federal and state regulations. Where federal funding is involved, the contractor shall comply with the

requirements of Title 49, Code of Federal Regulations, Part 26, which governs DBE participation in federally assisted contracts. At the state level, the contractor shall comply with the Texas Government Code, Chapter 2161, which establishes the State of Texas Historically Underutilized Business (HUB) Program. Documentation of efforts to solicit and engage DBE and HUB subcontractors may be required as part of the proposal evaluation and during contract performance. Compliance with DBE and HUB requirements will be a condition of award, and the successful proposer shall cooperate with LRGVDC in reporting participation levels to ensure regulatory compliance.

No Government Obligation to Third Parties

The successful proposer acknowledges and agrees that any resulting contract is solely between the contractor and LRGVDC. Nothing in this solicitation or in any resulting contract shall be construed to create any contractual relationship, obligation, or cause of action in favor of any third party, including but not limited to subcontractors, suppliers, the general public, the State of Texas, the federal government, or any of their respective agencies, departments, or political subdivisions. LRGVDC shall have no direct or indirect obligation or liability to any third party arising from or related to the contractor's performance of services under any resulting contract.

No Privity with Subcontractors

There shall be no privity of contract between LRGVDC and any subcontractor engaged by the contractor. All subcontractors shall be considered the sole responsibility of the contractor, and the contractor shall remain fully liable for the acts, omissions, and performance of its subcontractors as if they were its own. Subcontractors shall have no legal standing to assert claims directly against LRGVDC.

Flow-Down Requirement

The successful proposer shall include in all subcontracts for the performance of services under any resulting contract a provision substantially similar to the "No Obligation to Third Parties" and "No Privity with Subcontractors" clauses contained herein. This requirement ensures that subcontractors acknowledge and accept that they have no contractual rights, remedies, or causes of action against LRGVDC and that the contractor bears full responsibility for their performance.

False or Misleading Statements

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

Access to Records

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

Non-Discrimination and Civil Rights Requirements

The successful proposer will be required to comply with all applicable federal and state non-discrimination laws, rules, and regulations in the performance of services under any resulting contract. At the federal level, this includes compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d), which prohibits discrimination on the basis of race, color, or national origin in programs receiving federal financial assistance; Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e), which prohibits employment discrimination; the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), which prohibits discrimination against qualified individuals with disabilities in federally funded programs; and the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.), which prohibits discrimination based on age.

At the state level, the contractor shall comply with the Texas Commission on Human Rights Act (Texas Labor Code, Chapter 21), which prohibits employment discrimination on the basis of race, color, disability, religion, sex, national origin, or age. The contractor shall also comply with the Texas Human Resources Code, Chapter 121, which guarantees persons with disabilities full and equal access to public facilities and services.

The successful proposer shall not discriminate against any employee, applicant for employment, or participant in the provision of services under any resulting contract on the basis of race, color, national origin, religion, sex, age, disability, veteran status, or any other classification protected by law. Compliance with these provisions will be a condition of award, and the contractor may be required to provide documentation of its equal employment opportunity policies and practices.

Immigration Compliance

In addition to the E-Verify requirements, the successful proposer must comply with Texas Government Code §752.057, which prohibits state agencies and political subdivisions from contracting with companies that knowingly employ undocumented workers. The contractor must ensure that it and any subcontractors engaged in the performance of services under any resulting contract comply with all applicable immigration laws and regulations.

Drug-Free Workplace

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

Lobbying Restrictions

Federal Requirements

The successful proposer will be required to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). This federal law prohibits the use of federal appropriated funds to pay any person for influencing, or attempting to influence, an officer or employee of any federal agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, grant, loan, or cooperative agreement. As a condition of award, the successful proposer must certify that no federal funds have been or will be used for such purposes and must disclose any lobbying activities conducted with non-federal funds as required by federal law and implementing regulations (49 CFR Part 20).

State Requirements

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

No Boycott of Israel

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

Dispute Resolution

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

Informal Resolution

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

Executive Review

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

Formal Resolution Under Texas Government Code, Chapter 2260

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

Judicial Venue and Sovereign Immunity

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

Continued Performance

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

Severability

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

Right to Appeal

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

Procedure

- a) A protest must be submitted to the designated LRGVDC official by email at **lrgvdc@lrgvdc.org** within seven (7) calendar days from the date the basis of the protest became known or reasonably should have become known.
- b) The protest must be submitted in writing and must clearly identify the protester, the solicitation or contract being protested, and the specific grounds for the protest. The protest

shall include all pertinent facts, supporting documentation, and any legal authorities that the protester deems relevant.

- c) A grievance hearing may be held at the request of the protester.

Hearing Process

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

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

Effect of Protest on Procurement

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

Finality of Decision

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

Closing Statement

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

LRGVDC reserves the right to reject any or all proposals, to waive any informalities or irregularities, and to accept the proposal deemed to provide the best overall value and to be in the best interest of the Council. Submission of a proposal indicates the Offeror's acceptance of the requirements, terms, and conditions outlined in this RFP, and acknowledges that all services shall be performed in accordance with applicable laws, rules, and regulations.

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

LRGVDC looks forward to receiving responsive proposals from qualified Offerors and working collaboratively to ensure that the landscaping and grounds maintenance needs of the Council are met with the highest standards of quality, reliability, and professionalism.

All inquiries regarding this RFP must be submitted in writing to LRGVDC at lrgvdc@lrgvdc.org within the timeframe specified in this solicitation.

