

**LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
(LRGVDC) / VALLEY METRO**



Request for Proposals

*LRGVDC Valley Metro 5-Year Regional Public Transit
Coordination Plan*

No: 2025-07

RELEASE DATE:

October 29, 2025

SUBMISSION DEADLINE:

November 19, 2025, by 5pm (CST)

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

WWW.LRGVDC.ORG

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SCHEDULE OF EVENTS

Solicitation Schedule

<i>Release Date of Request for Proposals</i>	October 29, 2025
<i>Last Day to Submit Written Questions</i>	November 12 , 2025
<i>Responses to Questions / Addenda Post Deadline</i>	November 14, 2025
<i>Proposal Submission Deadline</i>	November 19, 2025, by 5:00 P.M. CST
• <i>Official Time Clock is LRGVDC Phone System</i>	
<i>Bid Opening</i>	November 20, 2025
• Bid opening will be virtual via the following link: https://meet.goto.com/890517797	
<i>Anticipated Submission Review and Evaluation</i>	November 21-24, 2025 <i>(May be Subject to change)</i>
<i>Anticipated Board Approval Date</i>	December 10, 2025 <i>(May be Subject to change)</i>
<i>Anticipated Award Date</i>	December 22, 2025 <i>(May be Subject to change)</i>
<i>Project Kickoff Meeting</i>	January 06, 2026 <i>(Anticipated)</i>

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

Authorized Agency Contact

The following will be the RFP Guidelines for the Lower Rio Grande Valley Development Council (LRGVDC) and Valley Metro 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), Valley Metro or Edinburg Economic Development Corporation (EEDC) 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 addendums on the Lower Rio Grande Valley Development Council website. Submitters are encouraged and are responsible to check for updates regularly: www.lrgvdc.org/procurement.

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) no later than 5:00 P.M. Central Standard Time (CST), **November 19, 2025**. The LRGVDC and Valley Metro are not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the receptionist area of the LRGVDC shall be the official time of receipt. *Proposals received late will not be considered or returned.*

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

Each Proposal shall also include a **Statement of Qualifications (SOQ)** outlining the proposer’s relevant experience, technical capabilities, and demonstrated knowledge of public transit coordination planning. The SOQ should detail the firm’s qualifications, including a summary of key personnel, relevant project experience, and familiarity with TxDOT’s Coordination Plan Guidebook and Federal Transit Administration Section 5304 program requirements. This statement will be used to assess the proposer’s ability to perform the work described in the Scope of Services and meet the objectives of the Regional Public Transit Coordination Plan update.

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

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

**Hand Delivered
Or
Mail To:**

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

RFP Title: LRGVDC Valley Metro 5-Year Regional Public Transit Coordination Plan

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

The Lower Rio Grande Valley Development Council will be closed Monday, November 11th, 2025, in observance of the Veterans Day holiday.

INTRODUCTION

The Lower Rio Grande Valley Development Council (LRGVDC) and transit department Valley Metro are soliciting proposals from qualified consulting firms to prepare the (5) Five-Year Update to the Regional Public Transportation Coordination Plan (RPTCP) for Region 21 – Lower Rio Grande Valley. The RPTCP is a requirement of the Texas Department of Transportation (TxDOT) and the Federal Transit Administration (FTA) under Section 5304 grant program.

This project aims to strengthen coordination among public, private, and nonprofit transportation providers; assess current and future mobility needs of the region's transit-dependent populations; and identify strategies to enhance service efficiency, accessibility, and equity. The selected consultant will lead a collaborative planning process that includes comprehensive stakeholder engagement, analysis of transportation needs and resources, identification of service gaps, and development of actionable goals and strategies consistent with the TxDOT Coordination Plan Guidebook (2025).

The updated plan will serve as a blueprint for improving regional mobility through coordinated transportation efforts, enabling the region to access federal and state funding opportunities and implement innovative mobility solutions that meet the growing needs of the Lower Rio Grande Valley's residents.

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.

Valley Metro

Valley Metro, the public transportation division of the Lower Rio Grande Valley Development Council (LRGVDC), provides transit services across both urbanized and non-urbanized areas in the Lower Rio Grande Valley. Our operations encompass fixed/flex route bus services and demand response transit, ensuring comprehensive coverage for the community. Valley Metro serves various communities, the counties of Hidalgo, Cameron, Willacy, Starr and Zapata.

Mission Statement

Enhancing public transportation systems to provide accessible, reliable, and efficient mobility solutions for residents. Advancing infrastructure projects that improve connectivity, reduce congestion, and support economic expansion.

PURPOSE

The purpose of this Request for Proposals (RFP) is to identify and contract with a qualified consultant to lead the update of the Lower Rio Grande Valley's Regional Public Transit Coordination Plan (RPTCP) for Region 21. The selected consultant will apply data-driven methods and meaningful stakeholder engagement to ensure the updated plan meets the Texas Department of Transportation (TxDOT) requirements and aligns with federal and state coordination mandates.

The objectives of this engagement are to:

1. Conduct a comprehensive assessment of transportation needs for target populations, including seniors, individuals with disabilities, low-income residents, zero-car households, youths, residents with limited English proficiency, veterans, and clients of workforce agencies (job seekers).
2. Facilitate stakeholder and public engagement through inclusive, accessible, and collaborative methods that reflect regional diversity and priorities.
3. Identify service gaps, duplications, and unmet transportation needs affecting the target populations and provide evidence-based analysis of existing conditions.
4. Facilitate the prioritization of unmet needs and guide the development of consensus among the Regional Coordination Committee (RCC) and stakeholders.
5. Develop goals, strategies, and coordination initiatives that address prioritized unmet needs, promote efficiency, and expand mobility options for the region's transit-dependent populations.
6. Prepare a complete 5-year update to the Regional Public Transit Coordination Plan in accordance with TxDOT's Coordination Plan Guidebook, ensuring compliance with Federal Transit Administration (FTA) Section 5304 requirements and continued funding eligibility.

SCOPE OF WORK

The selected consultant will perform the following tasks, via the *TxDOT Coordination Plan Guidebook*; the schedules that are contained in the Guidebook (see especially Timeline 2 in Appendix M); and using the tools and methodologies as described in the Guidebook and its appendices

Project Task List

Task 1: Project Management

- Conduct a kickoff meeting with the Agency and the Regional Coordination Committee (RCC) members To go over the tasks, the preliminary schedule of tasks and deliverables and clarify the divisions of responsibilities and the role of the RCC [Note: the Agency might also seek the consultant's help in inviting additional individuals to join the RCC in order to broaden representation of the organizations serving the target populations].
- Revise the project timeline as needed per discussions at the kick-off meeting.
- Schedule and conduct monthly check-in calls with the Agency's project manager
- Prepare and submit monthly progress reports to the Agency

Task 2: Stakeholder and Public Engagement

- Prepare and submit a stakeholder/community engagement plan and communication plan
- Schedule and conduct stakeholder surveys/interviews: rider surveys, focus groups interviews, and public meetings, as per the Coordination Guidebook
- Engage representatives from target populations and relevant agencies via the RCC and provider survey effort in Task 3.

Task 3: Existing Conditions Analysis

- Prepare a geographic assessment
- Prepare a demographic assessment including the Transit Needs Index (TNI) map
- Prepare an assessment of transportation services in the region that provide trips to the target populations; this effort will include conducting a survey of such transportation providers and preparing profiles of each of the transportation providers.
- Identify instances of service duplication and service gaps and infrastructure needs instances of unmet transportation needs
- Prepare and submit a Task 3 Technical Memorandum on the findings from this task
- Conduct a workshop (Workshop #1) for the RCC where the existing conditions, the instances of duplication and service gaps and instances of unmet needs are presented and discussed, and at which the consultant will help the RCC prioritize the unmet needs

Task 4: Prepare the Interim Plan

- Compile the findings from the preceding tasks into Chapters 1 through 6 of the Interim Plan, per the required format in the Coordination Guidebook
- Submit the Interim Plan to the RCC for review, and revise the Interim Plan
- Revise Chapters 1 through 6 as needed per feedback from the RCC: Note, the Agency must submit the Interim Plan to TxDOT by March 2026.]
- Conduct any "missing activities" and revise the Interim Plan, as needed per instructions from TxDOT stemming from its review of the Interim Plan.

Task 5: Goals and Strategies

- Develop matrices of goals and strategies that trace back to the unmet needs prioritized in the Interim Plan
- Prepare and submit a Task 5 Technical Memorandum that introduces and discusses these matrices
- Conduct a workshop (Workshop #2) for the RCC where the goals and strategies are presented and discussed, and at which the consultant will help the RCC prioritize the goals and strategies
- Revise the matrices per discussions at the workshop

Task 6: Draft Final Plan and Final Plan

- Prepare and submit Draft Final Plan
- Review the Final Plan per Agency/RCC feedback
- Help the Agency promulgate the stakeholder/community review of the Draft Final Plan
- Present to the Agency/RCC suggested changes based on the stakeholder/community feedback, and come to a consensus on final changes
- Prepare and submit Final Plan, including all supporting data and documentation and required signatures

Deliverables

In addition to the tasks described above, the selected consultant shall prepare and submit all deliverables required under the TxDOT Coordination Plan Guidebook to ensure compliance with state and federal requirements for Regional Public Transportation Coordination Plans (RPTCPs). All deliverables shall be submitted in draft and final formats, as applicable, for LRGVDC and TxDOT review.

The consultant shall prepare monthly progress reports summarizing work completed, key milestones, and any issues or schedule adjustments. Documentation from project meetings, RCC coordination, and workshops shall also be included.

1. RPTCP Document Deliverables

Each region's plan must include:

- **Cover Page, Executive Summary, and Table of Contents**
- **Chapters 1–9** organized per TxDOT format:
 - Ch. 1: RPTCP Introduction and Organization
 - Ch. 2: Public Outreach and Community Engagement
 - Ch. 3–6: Geographic, Demographic, Provider, and Needs/Gaps Assessments
 - Ch. 7–8: Goals, Strategies, and Priorities
 - Ch. 9: Approvals and Signatures
- **Appendices**, which must include:
 - Outreach materials and documentation
 - Provider survey instruments and responses
 - RCC strategy prioritization results
 - Feedback on Draft Plan and public comment summary

These elements must be submitted as part of the Final Plan package.

2. Public Outreach Documentation

The consultant shall prepare a stakeholder and community engagement plan that describes outreach activities, participation methods, and communication tools. A summary report documenting engagement efforts, survey results, meeting attendance, and how feedback was addressed shall accompany the final plan.

Beyond the engagement plan and meetings:

- Detailed Engagement Report documenting:
 - Meetings held, attendance, target populations represented
 - Materials used (surveys, comment forms, maps, etc.)
 - Website analytics and feedback summaries
 - Summary of “what was heard” and how it shaped plan priorities

This becomes a stand-alone deliverable appended to the plan.

3. Provider Survey and Data Deliverables

Technical deliverables shall include a complete set of regional data analyses such as geographic and demographic assessments, provider profiles, and a Transit Needs Index (TNI) map. Supporting materials shall include survey results, vehicle inventory and utilization tables, and technology assessments in digital and GIS-compatible formats.

- Transportation Provider Survey dataset and summary
- Profiles of each transportation provider
- Vehicle inventory table
- Technology assessment
- Transit Needs Index (TNI) Map
- Maps of service areas and trip generators

Each of these is expected as part of the technical documentation deliverables

Plan Documentation

The consultant shall prepare the required chapters and appendices of the Regional Public Transportation Coordination Plan (RPTCP) using the TxDOT format. This includes:

- Chapters 1–6 (Interim Plan) for TxDOT review by March 2026.
- Chapters 1–9 (Draft and Final Plans) reflecting stakeholder input and final revisions.
- Appendices containing supporting data, maps, provider surveys, engagement materials, and prioritization matrices.

4. RCC and Adoption Documentation

The consultant shall compile stakeholder and public review documentation, including the stakeholder review log, public comments summary, RCC meeting notes, and signed approval page for formal adoption of the plan. Final submission shall include all supporting materials and digital copies in Microsoft Word and PDF formats.

- Stakeholder Review Log: List of stakeholders who received and commented on the Draft Plan.
- Public Comment Record: Summary of comments received and actions taken.
- Signed Adoption Page: Signatures from the RCC and lead agency verifying approval.
- Submission Record: Date and proof of submittal to TxDOT for review.

5. Annual Review and Amendment Framework

The consultant shall prepare a framework and templates for annual review and amendment of the plan. This shall include methods for data updates, tracking of implementation progress, and documentation of any revisions to support ongoing compliance with TxDOT requirements.

The consultant must also prepare a structure for:

- Annual RPTCP Review Template
 - Amendment Log and Tracking Form
- These help the lead agency maintain compliance and are part of the required documentation retained through the plan's five-year cycle.

6. Format and Delivery

All deliverables shall be submitted electronically in Microsoft Word, Excel, and GIS-compatible formats, along with one (1) printed copy of major plan documents. Maps, datasets, and tables shall be fully editable and compatible with LRGVDC's data systems. The final RPTCP shall include all supporting documentation, appendices, and required signatures in compliance with TxDOT's submittal standards.

BUDGET / FUNDING

The total project budget for the 5-Year Regional Public Transportation Coordination Plan (RPTCP) Update is \$152,950, allocated under the Consultant/Contractual category. This budget covers all professional services, materials, travel, and administrative costs necessary to complete the project as outlined in the Scope of Work and TxDOT Coordination Plan Guidebook.

<i>Budget Category</i>	<i>Description</i>	<i>Amount</i>
<i>Consultant – Geographic Area Assessment</i>	Preparation of geographic assessment maps, coordination area analysis, and identification of major trip generators.	\$12,000
<i>Consultant – Demographic Area Assessment</i>	Preparation of demographic assessment including the Transit Needs Index (TNI) map and population projections.	\$12,000
<i>Consultant – Transit Service Assessment</i>	Inventory and analysis of existing public, private, and human service transportation providers.	\$12,000
<i>Consultant – Transit Needs and Gaps Assessment</i>	Comprehensive evaluation of unmet transportation needs, service duplication, and gap analysis.	\$97,450
<i>Consultant – Goals, Strategies, and Projects</i>	Development of regional coordination goals, strategies, and prioritization of projects.	\$12,000
<i>Consultant – Plan Approval and Finalization</i>	Final review, revisions, and facilitation of plan adoption and TxDOT submittal.	\$7,500
<i>Total Consultant/Contractual Budget</i>		\$152,950

The Consultant shall include a detailed cost proposal reflecting these categories and any subtasks within each area. The proposed payment schedule may be milestone-based or time and materials, with a not-to-exceed amount of \$152,950.

INSTRUCTIONS & RESPONSIBILITIES

The Lower Rio Grande Valley Development Council (LRGVDC) and Valley Metro shall pay no costs or other amounts incurred by any entity in responding to this Request for Proposals (RFP). The LRGVDC and Valley Metro reserve the right to refuse and reject any and all submitted proposals that are deemed incomplete and/or missing required information in response to this RFP. All proposals submitted will become part of the official LRGVDC procurement file and will be available for public inspection in accordance with applicable laws and regulations.

General Instructions

- **Careful Review:** Proposers should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- **Completeness:** Proposals qualified by conditional clauses, alterations, or items not called for in this RFP, or irregularities of any kind, are subject to disqualification by LRGVDC and Valley Metro at their discretion.
- **Proposal Format:** Each proposal should be prepared simply and economically, providing a straightforward, concise description of the firm's ability to meet the requirements of this RFP. Emphasis should be placed on completeness, clarity, and responsiveness to the scope of work, with an understanding of LRGVDC and Valley Metro's needs.
- **Discretion of LRGVDC and Valley Metro:** The agencies make no guarantee that an award will be made as a result of this RFP and reserve the right to accept or reject any or all proposals, waive minor technicalities, or delete any item or requirement when deemed in the best interest of the agencies. Representations made within the proposal will be binding on the proposer.
- **Non-Binding Communications:** The LRGVDC and Valley Metro will not be bound by any previous communications, proposals, or representations other than those contained in this RFP.
- **Compliance:** Failure to comply with the requirements contained in this RFP may result in rejection of the proposal.
- **Authorized Signature:** Submissions must be signed by company officials authorized to commit to the statement of qualifications and proposal. Failure to sign required forms will result in disqualification.
- **Responsibility for Addenda:** Each proposer is responsible for determining during the solicitation period the extent to which any addenda or modifications issued affect their proposal.
- **Public Record:** Upon submission, all materials become property of LRGVDC and Valley Metro and are subject to public disclosure under Texas Government Code, Chapter 552 (Public Information Act), except to the extent that such information is exempt under state law.

Proposer Responsibilities

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

Proposal Submission Requirements

Proposals should include the following sections, organized in the order listed below. Each section should be clearly labeled. Responses should be concise, well-organized, and demonstrate the proposer's understanding of the requirements, the TxDOT Coordination Plan Guidebook, and the goals of the Lower Rio Grande Valley Development Council (LRGVDC) and Valley Metro.

1. **Transmittal Letter**
Include the name, title, mailing address, telephone number, and email address of the primary contact authorized to represent the firm. The letter should briefly summarize the proposer's interest in and commitment to the project and be signed by an individual authorized to negotiate and execute a contract.
2. **Project Understanding**
Provide a narrative demonstrating a clear understanding of the objectives, scope, and deliverables of the Regional Public Transit Coordination Plan (RPTCP) update. Discuss how the consultant will address the requirements outlined in the TxDOT Coordination Plan Guidebook, including stakeholder engagement, analysis of existing transportation services, and development of goals and strategies.

3. **Technical Approach**

Describe the proposed methodologies, tools, and strategies to complete each task in the Scope of Work. Include details on data collection, analysis, stakeholder engagement methods, and quality assurance. The approach should align with TxDOT's recommended planning steps and documentation requirements.

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

Provide a comprehensive summary of the firm's qualifications, including experience with transportation coordination planning, regional transit studies, stakeholder engagement, and compliance with TxDOT and Federal Transit Administration (FTA) requirements.

- Highlight prior work on Regional Public Transit Coordination Plans or similar statewide/regional transportation projects.
- Identify the firm's relevant certifications and any experience with federally funded planning projects.
- Include up to five (5) recent projects that demonstrate the firm's capacity to perform the required work, with client references.

5. **Team Composition and Experience**

Identify the project manager and key staff who will be assigned to this project, along with their respective roles and responsibilities. Include resumes and highlight relevant experience with TxDOT-funded projects, coordinated transportation planning, public engagement, GIS mapping, and data analysis.

- List any proposed subcontractors and describe their roles.
- Provide examples of previous regional transit coordination or similar planning efforts, including references.

6. **Project Schedule**

Present a proposed project timeline identifying all major tasks, milestones, deliverables, and review periods. The schedule should reflect coordination with LRGVDC, the Regional Coordination Committee (RCC), and TxDOT deadlines. Indicate the expected level of effort by task and key personnel assignments.

7. **Cost Proposal**

Submit a separate sealed cost proposal labeled "Cost Proposal – RPTCP Update." Include a detailed budget showing hourly rates, estimated hours by task, travel and material costs, and other direct expenses. The proposal should clearly identify the total not-to-exceed amount and indicate whether costs are proposed on a time-and-materials or milestone basis.

The cost proposal should also outline a proposed payment schedule tied to project milestones or deliverables.

Required Attachments

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

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

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	TxDOT Form PTN 130
Attachment No. 7	Certification Regarding Suspension & Debarment
Attachment No. 8	Anti-Lobbying Certification
Attachment No. 9	Drug Free Workplace Certification
Attachment No. 10	Equal Employment Opportunity (EEO) Compliance Certification
Attachment No. 11	DBE/HUB Bidder Identification Form
Attachment No. 12	Schedule of DBE Subcontractor Participation
Attachment No. 13	DBE/HUB Good Faith Efforts Statement
Attachment No. 14	Certification of No Conflict of Interest
Attachment No. 15	Conflict of Interest Questionnaire
Attachment No. 16	Non-Collusion Affidavit
Attachment No. 17	E-Verify Compliance Certification
Attachment No. 18	Client References Form
Attachment No. 19	Addenda Acknowledgment

Submission Reminder:

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

Availability of Forms:

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

EVALUATION & AWARD

Proposals will be evaluated by a selection committee appointed by the Lower Rio Grande Valley Development Council (LRGVDC) and Valley Metro based on demonstrated competence, qualifications, and the proposer's ability to meet the requirements of this Request for Proposals. Evaluation will be based on the following weighted criteria:

Criteria

1. Project Understanding and Technical Approach (25 points)

Evaluation will focus on the proposer's comprehension of the project objectives, tasks, and deliverables as outlined in the Scope of Work and TxDOT's Coordination Plan Guidebook.

Reviewers will assess:

- The proposer's understanding of regional transit coordination challenges and opportunities.
- The soundness, clarity, and innovation of the proposed methodologies, analytical tools, and work plan.
- The extent to which the approach aligns with TxDOT and FTA requirements for developing a compliant and actionable Regional Public Transit Coordination Plan (RPTCP).

2. Qualifications and Experience of the Consultant Team (25 points)

The proposer's relevant experience and qualifications will be reviewed for:

- Demonstrated expertise in transit planning, mobility coordination, and stakeholder engagement.
- Experience preparing TxDOT-compliant Regional Public Transit Coordination Plans or similar federally funded planning efforts.
- The qualifications, experience, and availability of key personnel assigned to the project.
- Past performance with LRGVDC, TxDOT, or other regional planning entities.

3. Stakeholder and Public Engagement Plan (20 points)

Evaluation will consider the proposed strategies for ensuring meaningful participation and compliance with Title VI and ADA engagement requirements, including:

- Proposed techniques to involve seniors, individuals with disabilities, low-income residents, veterans, and other target populations.
- Innovative or inclusive approaches to community engagement and communication.
- Strategies to document feedback and integrate public input into the planning process.

4. Proposed Schedule and Project Management (15 points)

Evaluation will consider:

- 1.The feasibility and clarity of the proposed project schedule, including milestones and deliverable dates.
- 2.The proposer's project management structure, quality control procedures, and ability to meet deadlines.
- 3.The proposer's capacity to coordinate with the Agency's project manager, Regional

Coordination Committee (RCC), and TxDOT reviewers.

5. Cost Effectiveness (15 points)

Evaluation will focus on:

- The reasonableness and cost efficiency of the proposed budget relative to the Scope of Work.
- The allocation of staff time, resources, and subconsultant costs to project tasks.
- The proposer's ability to deliver a high-quality product within budget and schedule constraints.

Scoring

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

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

Evaluation Criteria	Available Points
Project Understanding and Technical Approach	25
Qualifications and Experience of the Consultant Team	25
Stakeholder and Public Engagement Plan	20
Proposed Schedule and Project Management	15
Cost Effectiveness	15
Total Points	100

Award

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

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

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

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

Right to Reject or Cancel

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

Notice of Intent to Award and Protest Period

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

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

Protests will be reviewed in accordance with LRGVDC's procurement and contracting policies, which are consistent with the Texas Department of Transportation (TxDOT) and Federal Transit Administration (FTA) procurement requirements. The decision of the LRGVDC Executive Director or designee shall be final.

RESOURCES AND REFERENCES

Consultants must review the following documents:

- TxDOT Coordination Plan Guidebook.
<https://transitplanningtx.org/resource/coordination-plan-guidebook/>
- Coordination Plan Guidebook Appendices (includes survey templates, data tools, and sample bylaws).
<https://transitplanningtx.org/resource/guidebook-tools-and-templates/>
- TxDOT 2025 - 2029 Strategic Plan
<https://www.txdot.gov/content/dam/docs/division/str/fy25-29-txdot-strategic-plan.pdf>

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

In accordance with federal and state requirements, the Lower Rio Grande Valley Development Council (LRGVDC) and Valley Metro are committed to ensuring equal opportunity in the participation of businesses in all procurement and contracting activities. This solicitation is subject to the requirements of Title 49 Code of Federal Regulations (CFR) Part 26 pertaining to the participation of Disadvantaged Business Enterprises (DBEs) in U.S. Department of Transportation (USDOT) programs, as well as the Texas Comptroller of Public Accounts' Historically Underutilized Business (HUB) Program (34 Texas Administrative Code §20.281–§20.298).

LRGVDC encourages participation by DBE and HUB firms in all contracting opportunities. The Proposer shall make good faith efforts to utilize certified DBE and HUB firms in the performance of this contract.

GENERAL TERMS, CONDITIONS & CERTIFICATIONS

General Terms

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

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

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

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

Proposer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the agreement including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the proposer shall furnish the Board with satisfactory proof of its compliance.

Terms and Conditions Attached to Response

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

Indemnification

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

Antitrust Affirmation

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

Public Information Act

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

Excess Obligations Prohibited

Any contract resulting from this Solicitation is contingent upon the continued availability of lawful appropriations.

State Auditor's Right to Audit

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

E-Verify Program

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

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

Critical Infrastructure Affirmation

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

Conflict of Interest

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

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

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

General Conflict of Interest Provisions

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

Organizational Conflicts of Interest

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

Prohibited Conduct

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

Disclosure & Remedies

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

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

Suspension and Debarment

By submitting a proposal in response to this solicitation, the bidder certifies that neither it nor its principals are presently suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with Executive Orders 12549 and 12689, and 2 CFR Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension). The bidder further certifies that it is not suspended or debarred from doing business with the State of Texas under the Texas Government Code or Texas Comptroller of Public Accounts vendor debarment listings. Any proposer unable to certify to the statements above must provide a detailed written explanation as part of its proposal. Compliance with this requirement will be a condition of award for any resulting contract.

Termination

Termination for Convenience

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

Termination for Default (Breach)

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

Termination for Cause

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

Opportunity to Cure

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

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

Waiver of Remedies for any Breach

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

No Waiver of Sovereign Immunity

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

Federal and State Tax Liability

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

No Government Obligation to Third Parties

The LRGVDC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the LRGVDC, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

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 Fraudulent Statements and Related Acts

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

Access to Records

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

Non-Discrimination and Civil Rights Requirements

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

Drug-Free Workplace

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

Lobbying Restrictions

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

1. 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.

2. The protest must be submitted in writing and must clearly identify the protester, the solicitation or contract being protested, and the specific grounds for the protest. The protest shall include all pertinent facts, supporting documentation, and any legal authorities that the protester deems relevant.
3. A grievance hearing may be held at the request of the protester.

Hearing Process

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

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

Effect of Protest on Procurement

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

Finality of Decision

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

Closing Statement

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

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

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

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