

**LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
(LRGVDC) / Rio Grande Regional Water Planning Group (Region M)**



Request for Qualifications

*Rio Grande Regional Water Planning Group (Region M)
Consultant Services for TWDB 7th Cycle Regional Water Plan*

No: 2026-04

RELEASE DATE:

May 13th, 2026

SUBMISSION DEADLINE:

June 3rd, 2026, by 5pm (CST)

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

WWW.LRGVDC.ORG

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SCHEDULE OF EVENTS

Solicitation Schedule

Release Date of Request for Proposals: May 13th, 2026

Last Day to Submit Written Questions: May 26th, 2026

Responses to Questions / Addenda Post Deadline: May 28th, 2026

Proposal Submission Deadline: **June 3rd, 2026, by 5:00 P.M. CST**

- Official Time Clock is LRGVDC Phone System

Bid Opening: June 4th, 2026

- Bid opening will be virtual via the following link: <https://meet.goto.com/150046717>

Anticipated Submission Review and Evaluation: June 8th – 12th, 2026
(May be Subject to change)

Anticipated Board Approval Date: July 1st, 2026
(May be Subject to change)

Anticipated Award Date July 2nd, 2026
(May be Subject to change)

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

Authorized Agency Contact / Inquiries

The following guidelines shall govern all communications and inquiries regarding this Request for Qualifications (RFQ) issued by the Lower Rio Grande Valley Development Council (LRGVDC), through its Community and Economic Development (CED) Department, for the procurement of professional services related to the development and completion of the Rio Grande Regional Water Plan (Region M), 7th Cycle (2026–2030).

1. All questions, requests for clarification, and inquiries regarding this RFQ shall be submitted via email only to: lrgvdc@lrgvdc.org.
2. To ensure a fair, transparent, and equitable procurement process, submitters shall not contact individual members of the Lower Rio Grande Valley Development Council (LRGVDC), the Rio Grande Regional Water Planning Group (Region M), Community and Economic Development (CED) staff, or other LRGVDC programs or personnel directly regarding this solicitation. Any communication made outside the authorized process may result in disqualification at the sole discretion of the LRGVDC.
3. No telephone calls, in-person inquiries, or informal communications regarding this RFQ will be accepted unless expressly permitted as part of a scheduled pre-submittal or informational meeting identified within this solicitation.

4. Questions submitted in writing via email shall be reviewed and responses provided, when appropriate, within approximately three (3) business days. The LRGVDC reserves the right to consolidate, clarify, or rephrase questions for purposes of consistency and applicability to all submitters.
5. All official responses, clarifications, interpretations, and modifications to this RFQ shall be issued through written addenda and posted on the LRGVDC procurement webpage. It is the sole responsibility of each submitter to periodically monitor the procurement webpage for updates, addenda, or additional information pertaining to this solicitation, www.lrgvdc.org/procurement.

Statement of Qualifications (SOQ)

Each respondent shall submit a comprehensive Statement of Qualifications (SOQ) demonstrating the firm's experience, technical expertise, and capacity to successfully provide professional services for the development and completion of the Rio Grande Regional Water Plan (Region M) for the 7th Cycle (2026–2030).

The SOQ should clearly describe the respondent's qualifications and experience in regional water planning, water resource assessments, water demand projections, drought planning, water management strategies, stakeholder coordination, public engagement, and other related services relevant to the preparation of regional water plans in accordance with requirements established by the Texas Water Development Board (TWDB).

The SOQ shall, at a minimum, include a summary of the firm's organizational qualifications, relevant experience on similar or comparable projects, and identification of proposed key personnel, including subcontractors or subconsultants, if applicable. Respondents should identify the roles, responsibilities, qualifications, and relevant experience of key staff proposed for this engagement, particularly experience involving regional water planning efforts, TWDB coordination, technical modeling, planning facilitation, and regulatory compliance.

Respondents are encouraged to demonstrate familiarity with applicable TWDB guidance, rules, and planning requirements, including experience with previous regional or state water planning cycles, coordination with Regional Water Planning Groups (RWPGs), and development of technical work products required for adoption and submission of a Regional Water Plan.

The Statement of Qualifications will be evaluated to determine the respondent's demonstrated competence, qualifications, experience, technical approach, and overall ability to successfully perform the services described in the Scope of Services and achieve the objectives of the Rio Grande Regional Water Planning Group (Region M) and the TWDB.

Proposal Submissions

Proposers shall submit **one (1) original signed Proposal, six (6) hard copies, and one (1) electronic copy** of the complete Proposal package. The original submission shall be clearly marked "**ORIGINAL**" on the front cover or title page. The electronic copy shall be provided in either **Microsoft Word** and/or **Adobe PDF** format and saved on a USB flash drive. Submitted USB flash drives will not be returned and shall become the property of the Lower Rio Grande Valley Development Council (LRGVDC).

Proposals must contain all required forms, certifications, supporting documentation, and information requested in this RFQ. Failure to provide required information or documentation may result in the Proposal being deemed non-responsive and removed from further consideration.

All Proposal submissions must be sealed and clearly labeled with the following:

“RFQ – Regional Water Plan Consultant Services – Region M 7th Cycle (2026–2030)”

Proposals must be received at the office of the Lower Rio Grande Valley Development Council no later than **5:00 P.M. Central Time (CT), June 3, 2026**, at the location identified below. Proposals received after the stated deadline will not be considered. The official time and date of receipt shall be determined solely by the date/time stamp issued at the receptionist area of the LRGVDC. The LRGVDC assumes no responsibility for delays caused by mail delivery, courier services, or other delivery methods.

Any portion of a Proposal that the Proposer considers to contain confidential or proprietary information must be clearly identified and specifically marked as confidential. Such information shall be subject to review by the LRGVDC and the Community and Economic Development Department (CED) for applicability under the Texas Public Information Act and other applicable laws. If the information is determined not to be exempt from disclosure, the Proposer may be provided an opportunity to withdraw the designated material prior to evaluation, to the extent permitted by law.

Each Proposal submission shall include a **transmittal letter signed by an authorized representative** of the Proposer. At a minimum, the transmittal letter shall identify the firm, acknowledge receipt of any addenda issued, designate the authorized point of contact, and affirm the Proposer’s commitment to perform the services described in this RFQ.

Proposal Delivery

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

**Hand Delivered
Or
Mail To:**

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

RFQ Title: TWDB Plan Consulting Services - 7th Cycle Regional Water Plan (2026–2030)

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

LRGVDC offices will be closed on May 25th, 2026 in observance of Memorial Day.

INTRODUCTION

The Texas Water Development Board (TWDB) is charged with preparing a comprehensive and flexible long-term plan for the development, conservation, and management of the state's water resources. Historically, the State Water Plan (SWP) was prepared by the TWDB with input from state and local agencies and the public. The enactment of Senate Bill 1 (SB1) by the 75th Texas Legislature in 1997 established a regional, "bottom-up" water planning process whereby the State Water Plan is developed based upon regional water plans (RWPs) prepared and adopted by sixteen (16) Regional Water Planning Groups (RWPGs) throughout the State of Texas.

SB1 provides that the purpose of regional water planning is to:

“...provide for the orderly development, management, and conservation of water resources and preparation for and response to drought conditions in order that sufficient water will be available at a reasonable cost to ensure public health, safety, and welfare; further economic development; and protect the agricultural and natural resources of that particular region.”

Regional water plans are supported through funding provided by the Texas Legislature and are updated every five (5) years to reflect conditions each region could experience if a historical drought of record were to recur. The regional water planning process is community-driven and conducted through locally appointed representatives serving on each RWPG. Once adopted, the regional water plans are reviewed and approved by the TWDB and collectively serve as the foundation for the State Water Plan, which is published one year following the adoption of the regional plans.

Both the regional and state water plans are intended to guide the responsible development, management, conservation, and use of water resources; prepare regions to respond to drought conditions; and ensure adequate and affordable water supplies are available to protect public health, safety, and welfare. These planning efforts further support economic development while protecting the agricultural and natural resources essential to Texas communities.

Each RWPG member is appointed to represent a designated water-use interest or stakeholder group and serves as part of the regional decision-making body responsible for developing the regional water plan. The Rio Grande Regional Water Planning Group (Region M) represents a diverse range of stakeholders and works collaboratively to identify existing and future water needs, evaluate water management strategies, and develop recommendations to ensure long-term water supply reliability throughout the region.

The Region M planning area includes all or portions of eight (8) counties located within the Middle and Lower Rio Grande Valley, including Maverick, Webb, Zapata, Jim Hogg, Starr, Hidalgo, Willacy, and Cameron Counties. More than sixty percent (60%) of the region lies within the Rio Grande Basin, with the Rio Grande and its international reservoir system serving as the primary water source for much of the region.

The Lower Rio Grande Valley Development Council (LRGVDC), through its Community and Economic Development Department (CED), serves as the political subdivision responsible for administering the regional water planning grant for the Rio Grande Regional Water Planning Group (Region M). The CED Department administers regional water planning activities on behalf of Region M, including grant administration, procurement, consultant coordination, planning support, and compliance with applicable TWDB requirements and guidance. The LRGVDC works in coordination with the Region M RWPG to facilitate the development and completion of the Regional Water Plan and associated planning activities.

Lower Rio Grande Valley Development Council (LRGVDC)

The Lower Rio Grande Valley Development Council (LRGVDC) is one of twenty-four (24) regional planning commissions and councils of governments established under Texas law to address regional issues and planning needs that extend beyond the jurisdictional boundaries of individual local governments. The LRGVDC promotes regional coordination, cooperative problem solving, and strategic planning while providing direct services, where applicable, to local governments and communities within its service area.

The designated geographical service area of the LRGVDC encompasses approximately 3,643 square miles and includes Cameron, Hidalgo, and Willacy Counties. The agency administers programs in the areas of economic and community development, public safety, transportation, environmental services, and health and human services. Funding for these programs is derived from a combination of local, state, and federal sources.

The LRGVDC is governed by a twenty-seven (27) member Board of Directors, of which no less than two-thirds are elected officials representing local governmental entities within the region.

Mission Statement

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

Community & Economic Development

The Community and Economic Development Department (CED) of the Lower Rio Grande Valley Development Council (LRGVDC) is responsible for administering regional planning, economic development, infrastructure, and community-based initiatives intended to support sustainable growth and regional resiliency. The department manages a variety of local, state, and federally funded programs and serves as the lead administrative entity for planning initiatives requiring intergovernmental coordination, stakeholder engagement, grant administration, and regulatory compliance.

For the Rio Grande Regional Water Planning Group (Region M), the CED Department serves as the administrative lead for the regional water planning process and is responsible for coordinating consultant services, grant management, procurement administration, planning support, and compliance with applicable Texas Water Development Board (TWDB) requirements. The selected consultant will work in coordination with the LRGVDC CED Department, the Region M Regional Water Planning Group, and applicable stakeholders throughout the development of the 7th Cycle Regional Water Plan.

PURPOSE

The Lower Rio Grande Valley Development Council (LRGVDC), through its Community and Economic Development (CED) Department and in coordination with the Rio Grande Regional Water Planning Group (Region M), is soliciting a Request for Qualifications (RFQ) for the selection of a qualified consultant to provide professional services for the development, preparation, and completion of the Rio Grande Regional Water Plan (Region M) for the 7th Regional Water Planning Cycle (2026–2030).

The purpose of this RFQ is to obtain statements of qualifications from firms with demonstrated experience and technical expertise in regional water planning, water resource analysis, stakeholder coordination, regulatory compliance, and related professional services necessary to support the preparation of the Regional Water Plan in accordance with applicable requirements of the Texas Water Development Board (TWDB). The selected consultant will work in coordination with the LRGVDC, acting as administrative entity, and the Rio Grande Regional Water Planning Group (Region M) to facilitate planning efforts, technical analyses, public participation, and preparation of required planning deliverables.

The information obtained through this RFQ process will be utilized by the LRGVDC to evaluate and rank qualified firms and determine the consultant best suited to provide the professional services required for the successful completion of the Regional Water Plan. Interested firms should utilize the criteria and requirements outlined in this RFQ as guidance for the preparation of their statements of qualifications. The award of any contract or agreement resulting from this solicitation shall be contingent upon the receipt, availability, and continued appropriation of adequate project funding.

The Texas Water Development Board (TWDB) is charged with supporting regional water planning efforts throughout the State of Texas and mandates the formation of Regional Water Planning Groups (RWPGs) for each designated planning region. The Rio Grande Regional Water Planning Group (Region M) serves as the designated regional water planning entity for this region. Regional water planning is intended to evaluate current and projected water demands, assess water availability, identify water management strategies, and recommend projects and actions necessary to ensure sufficient water supplies for the protection of public health, safety, welfare, economic development, and natural resources within the region.

The anticipated 7th Cycle Regional Water Planning Working Schedule is attached to this RFQ as **Attachment A** for informational and planning purposes. Respondents should demonstrate the ability to support all required milestones, deliverables, technical memorandums, public meetings, and final plan adoption activities in accordance with applicable TWDB timelines.

SCOPE OF WORK

The selected consultant shall provide all professional, technical, planning, coordination, public participation, and administrative support services necessary to assist the Rio Grande Regional Water Planning Group (Region M) and the Lower Rio Grande Valley Development Council (LRGVDC), through its Community and Economic Development Department, in the development, completion, and approval of the 7th Cycle Regional Water Plan (2031 Regional Water Plan). Services shall be performed in accordance with all applicable requirements of the Texas Water Development Board (TWDB), including applicable statutes, rules, guidance documents, schedules, and planning requirements under 31 Texas Administrative Code (TAC) Chapters 355, 357, and 358. The scope of services described herein establishes the minimum requirements and expected deliverables for this project; however, the selected consultant shall be responsible for performing all additional work reasonably necessary to ensure compliance and obtain final approval of the Regional Water Plan by the TWDB.

Task 2A - Non-Municipal Water Demand Projections

The objective of this task is to prepare a chapter (in accordance with 31 TAC §357.22(b)) to be combined with Task 2B and included in the 2031 RWP that describes the projected population and water demands in the RWPA.

In addition to generally meeting all applicable rules and statute requirements governing regional and state water planning under 31 TAC Chapters 357 and 358, this portion of work must include all work necessary to meet all the requirements of 31 TAC §357.31.

TWDB staff will develop draft non-municipal water demand projections for 2030-2080 for all water demand categories unrelated to population (mining, manufacturing, irrigation, steam-electric power, and livestock) based on the 2027 State Water Plan projection growth rates updated in some cases based on revised methodologies or the most recent TWDB historical water use estimates. This includes the addition of data center water use in the manufacturing category.

TWDB staff will provide draft water demand projections with supporting data for all associated nonmunicipal water user groups (WUGs) to the RWPGs for their review and input.

Each RWPG will review the draft projections and may provide input to the TWDB or request specific changes to the draft projections from TWDB along with justifications and supporting data as specified in the guidance document *General Guidelines for Development of the 2031 Regional Water Plans*. The emphasis of this effort will be on identifying appropriate revisions based on relevant changed conditions that have occurred since the development of the projections used in the 2027 State Water Plan.

If adequate justification is provided by the RWPG to the TWDB, draft water demand projections may be adjusted by the TWDB in consultation with the Texas Department of Agriculture, Texas Commission on Environmental Quality, and Texas Parks and Wildlife Department. Once RWPG input and requested changes are considered, final water demand projections will be adopted by the TWDB's governing Board (Board). The adopted projections will then be provided to each RWPG. Planning groups must use the Board-adopted projections when preparing their RWPs. TWDB will directly populate the state water planning database (RWP32) with all WUG-level projections and make related changes to RWP32 based on Board-adopted projections.

This Task includes, but is not limited to, performing all work in accordance with TWDB rules and guidance required to:

1. Receive and make publicly available the draft non-municipal water demand projections provided by the TWDB.
2. Evaluate draft non-municipal water demand projections provided by the TWDB.
3. Review comments received from local entities and the public for compliance with TWDB requirements.
4. Prepare detailed feedback on draft non-municipal water demand projections, as necessary, including justification and documentation supporting requested changes from the RWPG and/or local entities with a focus on relevant changed conditions that have occurred since the development of the projections used in the 2027 State Water Plan.
5. Submit numerical requests for revisions of draft non-municipal water demand projections by the requested deadline in an electronic tabular template provided by the TWDB along with required documentation and justification of requested revisions from the RWPG, , in accordance with the contract guidance document *General Guidelines for Development of the 2031 Regional Water Plans*.
6. Communicate and/or meet with TWDB staff and/or local entities requesting revisions, as necessary.
7. Assist the TWDB, as necessary, in resolving final allocations of water demands to WUGs to conform with any control totals defined by the TWDB, for example, by county and/or region.

8. Update WWP contractual obligations to supply water to other entities and report this information along with projected demands, including within RWP32 and within any planning memorandums or reports, as appropriate.
9. Review the TWDB *WUG Demand* report(s) from RWP32 and incorporate these agency planning database report(s) (including as populated by the RWPG consultant), unmodified, into the Technical Memorandum. The IPP and final RWP must incorporate these standard TWDB RWP32 reports, by reference, as part of the regional water plan by including links to TWDB Database Reports application and inform the reader that the report may be accessed via that application, as specified in the contract guidance document *General Guidelines for Development of the 2031 Regional Water Plans*.
10. Prepare non-municipal water demand projection summaries for each WUG and for each planning decade, using final, Board-adopted projections and incorporate into the IPP and final RWP. This may be in the form of a RWPG-created data table or by including a PDF copy of the relevant RWP32 report — referenced in item 9 above— within the IPP and final RWP. Any RWPG-created data tables should match the appropriate final data as reported by RWP32.
11. Modify any associated non-municipal water demand projections for MWPs, as necessary based on final, Board-adopted WUG water demand projections.
12. Review aggregated water demand projections for MWPs provided by the TWDB. This will include retail demand data if the MWP is a WUG, and contract demand data based on data entered by the planning group into RWP32 if the MWP is a WWP.
13. Summarize and present projected water demands for MWPs by category of use for each planning decade and incorporate this table into the IPP and final RWP.
14. Disseminate the chapter document and related information to RWPG members for review.
15. Modify the chapter document based on RWPG, public, and/or agency comments.
16. Submit the chapter document to the TWDB for review and approval; and
17. Make all efforts required to obtain final approval of the RWP chapter by the TWDB.

Deliverables: A completed Chapter 2 (including work from both Tasks 2A and 2B) presenting the projected population and water demands must be included in the IPP and final 2031 RWP.

Task 2B - Population and Municipal Water Demand Projections

The objective of this task is to prepare a chapter (in accordance with 31 TAC §357.22(b)) to be combined with Task 2A and included in the 2031 RWP that describes the projected population and water demands in the RWPA.

In addition to generally meeting all applicable rules and statute requirements governing regional and state water planning under 31 TAC Chapters 357 and 358, this portion of work must include all work necessary to meet all the requirements of 31 TAC §357.31.

TWDB staff will prepare a new municipal WUG entity list including collective reporting units for each RWPG based on the WUG criteria under 31 TAC §357.10(43) with associated historical population, water use estimates including reuse, and Gallons Per Capita Daily (GPCD) and provide them to RWPGs for their review and input. Historical net use and GPCD estimates will be calculated with a revised method that includes reuse intake and sales. Reported reuse for agriculture and industrial categories will be excluded from calculations to avoid potentially double counting. Baseline GPCDs will be updated to reflect the inclusion of reuse. This ensures a more accurate reflection of actual water demands and comparability to reported existing supplies.

RWPGs will then review the draft municipal WUG list and associated data and provide input to the TWDB or request specific changes to the WUG list including water systems included in collective reporting unit list and changes/corrections to historical population, water use estimates including reuse, GPCDs, or WUG names.

Once the municipal WUG list is finalized TWDB staff will develop draft population and associated municipal water demand projections for 2030-2080 for all municipal WUGs using updated county-level population projections from the Texas Demographic Center and region-county-WUG proportions based on the 2027 State Water Plan projections.

TWDB staff will provide draft population projections and associated water demand projections for all municipal WUGs based on utility service boundaries to RWPGs for their review and input. If adequate justification is provided by the RWPGs to the TWDB, draft population and/or municipal water demand projections may be adjusted by the TWDB in consultation with Texas Department of Agriculture, Texas Commission on Environmental Quality, and Texas Parks and Wildlife Department. Once planning group input and requested changes are considered, final population and associated municipal water demand projections will be adopted by the Board. The adopted projections, based on utility service areas, will be provided to RWPGs. RWPGs must use the Board-adopted projections when preparing their RWPs.

TWDB will directly populate RWP32 with all WUG-level projections and make related changes to RWP32 if revisions are made.

This Task includes, but is not limited to, performing all work in accordance with TWDB rules and guidance required to:

1. Receive and review a draft municipal WUG entity list and detailed public water system list within each collective reporting unit provided by the TWDB and submit identified corrections to WUG-water systems relations or WUG names to the TWDB by the requested deadline. Once finalized, the municipal WUG entity list will be populated into RWP32.
2. Receive and review historical population, water use estimates including reuse, and GPCDs provided by the TWDB and submit identified corrections to the TWDB.
3. Receive and make publicly available the draft population and associated municipal water demand projections provided by the TWDB that are based on utility service areas.
4. Evaluate draft population, baseline GPCDs that include reuse, Plumbing Code Savings (PC Savings) and associated municipal water demand projections provided by the TWDB.
5. Review and summarize comments received from local entities and the public for compliance with TWDB requirements.
6. Provide detailed revision requests to the TWDB for population, GPCDs, PC Savings and associated municipal water demand projections, as necessary, including justification and documentation, if needed, supporting suggested changes with a focus on relevant changed conditions that have occurred since the development of the projections used in the 2027 State Water Plan.
7. Submit numerical requests for revisions of draft population, GPCDs, PC Savings and municipal water demand projections by the requested deadline in an electronic tabular template provided by the TWDB along with required documentation and justification of requested revisions from the RWPG in accordance with the contract guidance document *General Guidelines for Development of the 2031 Regional Water Plans*.
8. Communicate and/or meet with TWDB staff and/or local entities requesting revisions, as necessary.

9. Assist the TWDB, as necessary, in resolving final allocations of population and municipal water demands WUGs to conform with any control totals defined by the TWDB, for example, by county and/or region.
10. Update WWP contractual obligations to supply water to other entities and report this information along with projected demands including within RWP32 and within an planning memorandums or reports, as appropriate.
11. Review the TWDB *WUG Population and WUG Demand* reports from RWP32 and incorporate these agency planning database report(s) (including as populated by the RWPG consultant), unmodified, into the Technical Memorandum. The IPP and final RWP must incorporate these standard TWDB RWP32 reports, by reference, as part of the regional water plan by including links to TWDB Database Reports application and inform the reader that the report may be accessed via that application, as specified in the contract guidance document *General Guidelines for Development of the 2031 Regional Water Plans*.
12. Prepare population and municipal water demand projection summaries for each WUG and for each planning decade, using final, Board-adopted projections, and incorporate into the IPP and final RWP. This may be in the form of a RWPG-created data table or by including a PDF copy of the relevant RWP32 report — referenced in item 11 above— within the IPP and final RWP. Any RWPG-created data tables must match the appropriate final data as reported by RWP32.
13. Modify any associated population and municipal water demand projections for MWP, as necessary based on final, Board-adopted WUG population and wate demand projections.
14. Review aggregated water demand projections for MWP provided by the TWDB. This will include retail demand data if the MWP is a WUG, and contract demand data based on data entered by the RWPG, into RWP32 if the MWP is a WWP.
15. Summarize and present projected water demands for MWP by category of use for each planning decade and incorporate this table into the IPP and final RWP.
16. Disseminate the chapter document and related information to RWPG members for review.
17. Modify the chapter document based on RWPG, public, and/or agency comments.
18. Submit the chapter document to the TWDB for review and approval.
19. Make all efforts required to obtain final approval of the RWP chapter by the TWDB.

Deliverables: A completed Chapter 2 (including work from both Tasks 2A and 2B) presenting the projected population and water demands must be included in the IPP and final 2031 RWP.

Task 10 - Public Participation and Plan Adoption

The objective of this task is to prepare a chapter (in accordance with 31 TAC §357.22(b)) to address public participation, public meetings, eligible administrative and technical support activities, and other requirements and activities eligible for reimbursement, complete and submit a Technical Memorandum, IPP, and final RWP, and obtain TWDB approval of the RWP.

In addition to generally meeting all applicable statute requirements governing regional and state water planning this portion of work must, in particular, include all technical and administrative support activities necessary to meet all the requirements of 31 TAC Chapters 355, 357, and 358 that are not already addressed under the scope of work associated with other contract tasks but that are necessary and or required to complete and deliver a Technical Memorandum, IPP, and final RWP to TWDB and obtain approval of the final RWP by the TWDB.

This Task includes, but is not limited to, performing all work in accordance with TWDB rules and guidance required to:

A. Plan Development Activities

1. Organize, support, facilitate, and document all meetings and hearings associated with activities necessary and eligible to complete and submit a Technical Memorandum, IPP, and final RWP to the TWDB, including but not limited to: regular RWPG meetings, committee meetings, or subcommittee meetings; pre-planning meeting; meetings associated with revision of draft projections; public meeting for the consideration of the process for identifying potentially feasible water management strategies and the presentation of the analysis of infeasible water management strategies; consideration of a substitution of alternative water management strategies; public hearing on the IPP; adoption of the final RWP, and consideration of RWP amendments, alternative WMS substitutions, or TWDB Board-directed revisions.
2. Include a deliberate discussion on how the planning group will conduct interregional coordination and collaboration regarding water management strategies during the preplanning meeting required under 31 TAC §357.12(a)(1).
3. Collect and evaluate information, including any information gathering surveys from water suppliers or WUGs, (e.g., on existing infrastructure; existing water supplies; potentially feasible water management strategies) and/or maintenance of contact lists for regional planning information in the region.
4. Conduct and/or enhance existing outreach specifically to rural entities in the planning area to collect and evaluate information to support plan development, including keeping track of which rural entities were contacted by the RWPG/Consultant and which entities were not responsive to RWPG contact efforts. Chapter 10 of the IPP and final RWP must include a summary of the region’s rural outreach efforts and a list of non-responsive rural entities. The TWDB will provide a list including entities that meet the rural political subdivision definition per Texas Water Code Sec. 15.001(14) and public water systems that fall within each municipal county-other WUG. Particular emphasis should be placed on outreach to those rural-serving public water systems that 1) have self-reported water use restrictions to TCEQ due to water supply issues during the current planning cycle; 2) have self-reported to TCEQ having less than 180 days of water supply remaining during the current planning cycle; 3) have not previously engaged in the regional planning process; and 4) have already been identified as facing significant near-term shortages under drought conditions in previous regional water plans. TWDB may provide outreach tools that are optional for use in plan development.
5. Conduct intraregional and interregional coordination and communication, and or facilitation required within the RWPA and with other RWPGs to develop a RWP including with water suppliers or other relevant entities such as groundwater conservation districts, WUGs, and or WWPs. This includes gathering and documenting information on potential interregional opportunities or issues.
6. Incorporate all required RWP32 reports (including as populated by the RWPG consultant) into the Technical Memorandum. The IPP and final RWP must incorporate these standard TWDB RWP32 reports, by reference in the Executive Summary, as part of the regional water plan by including links to TWDB Database Reports application and inform the reader that the report may be accessed via that application. Additional specifications are provided in the *General Guidelines for Development of the 2031 Regional Water Plans*.
7. Develop and include an Executive Summary in both the IPP and □final RWP, not to exceed 30 pages.

8. Make modifications to the RWP documents based on RWPG, public, and/or agency comments.
9. Prepare a RWP chapter summarizing Task 10 activities including review by the RWPG and modification of document as necessary.
10. Prepare and transmit correspondence, for example, directly related to public comments on RWP documents.
11. Develop draft and final responses for RWPG approval to public questions or comments as well as approval of the final responses to comments on RWP documents.
12. Produce, distribute, and submit all draft and final RWP-related planning documents for the RWPG, public and agency review, including in hard-copy format when required.
13. Provide a copy of proposed final responses to TWDB's comments on the IPP, and the resulting revisions to the plan necessary to address TWDB comments, to the TWDB for review and concurrence, prior to final plan adoption by the RWPG.
14. Assemble, compile, and produce the completed IPP and final RWP documents that meet all requirements of statute, 31 TAC Chapters 355, 357 and 358, regional water planning contract and associated contract guidance documents.
15. Submit the RWP documents in required formats to the TWDB for review and approval, by the deadlines listed in Section I Article I of the contract and make all efforts required to obtain final approval of the RWP by the TWDB.

B. Technical Support and Administrative Activities

1. Support and accommodate periodic presentations by the TWDB for the purpose of orientation, training, and retraining as determined and provided by the TWDB during regular RWPG meetings.
2. Consider recommendations in the Administrative Guidance for RWPG Sponsors (Designated Political Subdivisions), as prepared and updated by the TWDB.
3. Technical consultants must attend and participate in TWDB-provided RWP32 trainings, including individualized trainings and review of technical and data-related contract guidance documents in the TWDB regional water planning contract.
4. Develop agendas, presentations, and handout materials for the public meetings and hearings to provide to RWPG members and the public.
5. Technical consultants must attend and participate in RWPG, committee, subcommittee, and other meetings and hearings necessary for RWP development including preparation and follow-up activities.
6. Develop technical and other presentations and handout materials for RWPG meetings and hearings to provide technical and explanatory data to the RWPG and its subcommittees, including follow-up activities.
7. Perform administrative and technical support, including coordination of and participation in RWPG activities, and documentation of any RWPG meetings, hearings, workshops, workgroups, subgroup and/or subcommittee activities.
8. Provide status reports to the TWDB for work performed under this Contract.
9. Meet all public notice requirements in accordance with the Texas Open Meetings Act, statute, 31 TAC §357.21, and any other applicable public notice requirements.

C. Other Activities

1. Develop and maintain a RWPG website or RWPG-dedicated webpage on the RWPG administrator's website for posting planning group meeting notices, agendas, materials, and plan information.
2. Perform maintenance of the RWPG website; reimbursement is limited to non-labor, direct costs.
3. Document meetings and hearings to include recorded minutes and or audio recordings as required by the RWPG bylaws and archiving and providing minutes to public.

4. Promote consensus decisions through conflict resolution efforts including monitoring and facilitation required to resolve issues between and among RWPG members and stakeholders in the event that issues arise during the process of developing the RWP, including mediation between RWPG members, if necessary.
5. Perform RWPG membership solicitation activities.
6. Solicit, review, and disseminate public input, as necessary.
7. Perform any additional efforts required, but not otherwise addressed in other scope of work tasks that may be required to complete a RWP in accordance with all statute and rule requirements.

Deliverables:

- A draft Chapter 10 summarizing public participation activities to date included in the IPP.
- A completed Chapter 10 summarizing public participation activities and appendices with public and agency comments and RWPG responses to comments in the final 2031 RWP.
- A complete IPP and final 2031 RWP.

INSTRUCTIONS & RESPONSIBILITIES

The Lower Rio Grande Valley Development Council (LRGVDC), acting through its Community and Economic Development Department (CED) on behalf of the Rio Grande Regional Water Planning Group (Region M), is soliciting Statements of Qualifications (SOQs) from qualified firms to provide professional consulting services for the development and completion of the Region M 7th Cycle Regional Water Plan (2026–2030). Proposers are encouraged to carefully review all requirements of this RFQ and the anticipated scope of services prior to submission.

The LRGVDC reserves the right to reject any or all submissions, waive minor informalities or irregularities, request clarification of information submitted, and negotiate with the highest-ranked qualified firm(s) in accordance with applicable procurement requirements for professional services.

General Instructions

A. Careful Review of Requirements

Respondents shall carefully review this RFQ in its entirety and submit a complete Statement of Qualifications addressing all requested information and required documentation. Failure to provide requested information may result in the submission being deemed non-responsive.

B. Qualifications-Based Selection Process

This procurement is being conducted in accordance with the Texas Professional Services Procurement Act, Texas Government Code Chapter 2254, and applicable Texas Water Development Board (TWDB) requirements. Selection shall be based on demonstrated competence and qualifications for the services to be performed. Fees or pricing information shall not be submitted unless specifically requested during negotiations with the selected firm.

C. Completeness of Submission

Statements of Qualifications containing omissions, material exceptions, conditional terms, or substantial deviations from the requirements of this RFQ may be rejected at the discretion of LRGVDC.

D. Format and Organization

Submissions should be prepared in a clear, concise, and organized manner, demonstrating the respondent’s qualifications, technical capabilities, experience with regional water planning, and understanding of Region M water planning needs and TWDB requirements.

E. Reservation of Rights

LRGVDC and the Rio Grande Regional Water Planning Group (Region M) reserve the right to:

- Reject any or all submissions;
- Waive minor informalities or irregularities;
- Request clarifications or supplemental information;
- Conduct interviews with selected firms;
- Negotiate scope, schedule, and compensation with the highest-ranked qualified firm; and
- Cancel or reissue this RFQ if determined to be in the best interest of the organization.

Issuance of this RFQ does not obligate LRGVDC or Region M to award a contract.

F. Non-Binding Communications

Only information contained in this RFQ and formally issued written addenda shall be considered binding. Oral statements, interpretations, or representations made by LRGVDC, Region M members, or staff shall not be binding unless formally incorporated through an addendum.

G. Authorized Signature

All submissions shall be signed by an individual authorized to legally bind the firm and negotiate contractual matters on behalf of the respondent. Failure to properly execute required certifications or forms may result in disqualification.

H. Responsibility for Addenda

Respondents are solely responsible for monitoring the LRGVDC procurement website for addenda, clarifications, or revisions issued during the solicitation period and shall acknowledge receipt of all addenda in their submission.

I. Public Information

All materials submitted in response to this RFQ become property of LRGVDC and may be subject to disclosure in accordance with the Texas Public Information Act, Texas Government Code Chapter 552. If a respondent considers any information proprietary or confidential, such information must be clearly identified; however, LRGVDC reserves the right to make the final determination regarding disclosure requirements under applicable law.

J. Costs of Preparation

LRGVDC shall not be responsible for any costs incurred by respondents in the preparation, submission, presentation, or negotiation of Statements of Qualifications, nor for any work performed prior to execution of a formal agreement.

Proposer Responsibilities

A. Accuracy of Information

Ensuring that all information submitted is accurate, complete, and current. Misrepresentation, omission of material information, or submission of false statements may be grounds for disqualification or termination of any resulting agreement.

B. Understanding of Scope and TWDB Requirements

Demonstrating a full understanding of the scope of services, TWDB guidance, planning requirements, technical deliverables, stakeholder coordination expectations, and applicable statutory and regulatory requirements governing the 7th Cycle Regional Water Planning process.

C. Adherence to Project Schedule

The selected consultant shall demonstrate the ability and commitment to perform services in accordance with the anticipated 7th Cycle Regional Water Planning Working Schedule attached hereto as **Attachment A**, including required technical memorandums, interregional coordination, public meetings, draft plan development, RWPG actions, and final plan adoption milestones. Respondents acknowledge that the schedule may be modified by TWDB, Region M, or other project requirements during the planning cycle.

D. Key Personnel Availability

Ensuring that proposed key personnel, including the project manager and technical leads, are available to perform the work and remain assigned to the project throughout the duration of the engagement unless otherwise approved by LRGVDC.

E. Subconsultants

Identifying any proposed subconsultants and clearly describing their anticipated roles, responsibilities, and qualifications. The prime consultant shall remain fully responsible for all services performed under any resulting agreement.

F. Compliance with Applicable Laws and Requirements

Complying with all applicable federal, state, and local laws, regulations, and guidance, including applicable TWDB regional water planning requirements, nondiscrimination provisions, accessibility requirements, and procurement standards applicable to state-funded planning activities.

Proposal Submission Requirements

Statements of Qualifications (SOQs) shall include the following sections and be organized in the order listed below. Each section shall be clearly labeled. Responses should be concise, well-organized, and demonstrate the respondent's qualifications, technical capabilities, and understanding of the Texas Water Development Board (TWDB) 7th Cycle Regional Water Planning process, applicable planning guidance, and the water planning needs of the Rio Grande Regional Water Planning Group (Region M).

1. Transmittal Letter

Provide a signed transmittal letter on company letterhead that includes:

- Name, title, mailing address, telephone number, and email address of the primary contact authorized to represent the firm;
- A brief statement expressing the firm's interest in providing professional consulting services for the Region M 7th Cycle Regional Water Plan;
- A statement confirming the firm's ability and commitment to perform the required services and meet applicable TWDB requirements and project schedule milestones; and
- Signature of an individual authorized to negotiate and execute contractual agreements on behalf of the firm.

2. Firm Overview and Project Understanding

Provide a narrative demonstrating the firm's understanding of:

- The purpose and objectives of the Region M 7th Cycle Regional Water Plan;
- The regional water planning process established under Texas Water Code and TWDB guidance;
- Region M water supply, demand, infrastructure, drought, conservation, and water management strategy considerations;
- Coordination requirements with the Rio Grande Regional Water Planning Group (Region

M), LRGVDC, TWDB staff, political subdivisions, water providers, stakeholders, and the public; and

- The consultant’s understanding of key planning milestones, technical memorandums, data development, and final plan adoption requirements.

Respondents should describe how their experience and approach will support the successful completion of the Region M Regional Water Plan in accordance with TWDB requirements.

3. Technical Approach and Methodology

Provide a detailed description of the proposed technical approach for completing the Scope of Services. The response should address methodologies, tools, quality control procedures, and coordination strategies anticipated for completion of major planning tasks, including but not limited to:

- Population and water demand projections;
- Existing water supplies and water availability evaluations;
- Identification and evaluation of water management strategies;
- Drought response and risk analyses;
- Infrastructure and water supply planning evaluations;
- Technical memorandum preparation and documentation;
- GIS, modeling, data management, and technical analysis capabilities;
- Public participation and stakeholder coordination;
- Interregional coordination efforts; and
- Preparation of draft and final regional water plan documents in accordance with TWDB guidance.

The response should demonstrate familiarity with TWDB regional water planning rules, guidance documents, data requirements, and technical standards applicable to the 7th Cycle.

4. Statement of Qualifications (SOQ)

Provide a comprehensive summary of the firm’s qualifications and relevant experience, including:

- Experience developing regional water plans, state water plans, water supply planning studies, drought contingency planning, water availability analyses, or similar large-scale water resource planning efforts;
- Experience working with TWDB, river authorities, groundwater conservation districts, municipalities, irrigation districts, utilities, or regional planning entities;
- Experience managing state or federally funded planning efforts involving technical coordination and stakeholder engagement;
- Relevant certifications, licenses, technical capabilities, and specialized expertise; and
- Experience coordinating multidisciplinary teams and large regional planning initiatives.

Include up to **five (5) relevant projects** completed within the last ten (10) years that demonstrate the firm’s qualifications to perform services of similar scope and complexity. For each project include:

- Client name;
- Project description;
- Dates of performance;
- Scope of services performed;
- Key personnel involved; and
- Client reference contact information.

5. Project Team and Key Personnel

Identify the proposed project manager and key personnel who will be assigned to the project and describe their anticipated roles and responsibilities.

Include:

- Organizational chart of the proposed project team;
- Resumes of key personnel;
- Relevant experience with regional water planning, technical water resource analysis, stakeholder engagement, and TWDB planning efforts;
- Identification of any proposed subconsultants and their specific responsibilities; and
- Description of how staffing continuity and project management will be maintained throughout the duration of the planning cycle.

The project manager should demonstrate substantial experience managing large-scale regional or statewide planning efforts and coordinating multidisciplinary technical teams.

6. Project Schedule and Capacity

Provide a proposed project work plan and schedule demonstrating the firm's ability to complete the required services in accordance with the anticipated TWDB 7th Cycle Regional Water Planning Working Schedule and required deadlines.

The response should include:

- Major tasks and anticipated sequencing of activities;
- Approach to maintaining schedule compliance;
- Internal quality assurance and review processes;
- Ability to meet TWDB technical memorandum deadlines, draft plan requirements, public meeting schedules, and final adoption milestones; and
- Description of the firm's current workload and organizational capacity to successfully complete this project.

Respondents should demonstrate their ability to support Region M through the full planning cycle from initiation through final plan adoption and submission.

Respondents shall review the anticipated project timeline provided in **Attachment A** and describe how staffing, technical resources, and project management processes will be structured to maintain schedule compliance and meet required TWDB deliverables.

7. References

Provide a minimum of **three (3) client references** for projects of similar scope, preferably involving regional water planning, TWDB coordination, or comparable large-scale public planning efforts.

Include:

- Organization name;
- Contact person;
- Title;
- Telephone number;
- Email address; and
- Brief description of services performed.

8. Required Certifications and Forms

Respondents shall complete and submit all required certifications, affidavits, acknowledgements, and forms identified in this RFQ. Failure to submit required documentation may result in the Statement of Qualifications being deemed non-responsive.

REQUIRED ATTACHMENTS

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

** **Important Note:** When completing the applicable questionnaire(s), proposers shall answer each question in its entirety. If a question does not apply, indicate “Not Applicable” or “N/A,” as appropriate. All required signatures and dates must be included.*

Submission Reminder:

All required attachments shall be completed, signed (as applicable), and submitted as part of the proposal package. Proposals that fail to include required attachments, contain incomplete information, or omit required certifications may be determined non-responsive and may not be considered for further evaluation.

Availability of Forms:

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

EVALUATION CRITERIA

Submissions received in response to this Request for Qualifications (RFQ) will be evaluated by an evaluation committee appointed by the Lower Rio Grande Valley Development Council (LRGVDC). Evaluation will be based on the proposer's demonstrated qualifications, technical expertise, experience, capacity, and ability to successfully provide professional services for the development and completion of the Rio Grande Regional Water Plan (Region M) for the 7th Cycle (2026–2030), in accordance with applicable requirements of the Texas Water Development Board (TWDB), the approved Scope of Work, and all applicable state and federal requirements.

The evaluation committee may request additional information, conduct interviews, seek clarifications, or request presentations from one or more of the highest-ranked firms as part of the evaluation and selection process. LRGVDC reserves the right to verify any information provided in a submission and to contact references or other entities familiar with the proposer's performance.

1. Qualifications and Relevant Experience (50 Points)

Submissions will be evaluated based on the proposer's demonstrated experience and qualifications in providing professional services related to regional water planning and related technical disciplines.

A. Qualifications of Firm and Key Personnel (20 Points)

Evaluation will consider the overall qualifications of the firm and the experience of the proposed project team assigned to perform the services. Factors may include:

- Demonstrated experience in regional water planning, water supply planning, water demand projections, drought planning, groundwater and surface water evaluations, water management strategies, or closely related technical disciplines.
- Relevant experience with prior regional or state water planning efforts, including experience with Texas Water Development Board (TWDB) planning requirements and methodologies.
- Qualifications, certifications, licenses, education, and technical expertise of key personnel proposed for the project.
- Experience managing and delivering complex, multi-year planning efforts involving multiple stakeholders, technical committees, and public entities.
- Clearly defined project team structure, staff availability, and adequacy of resources to successfully perform the Scope of Services.

B. Technical Capability and Necessary Skills (20 Points)

Evaluation will consider the proposer's demonstrated technical and professional capabilities necessary to successfully complete the required services, including:

- Technical expertise related to regional water planning and water resource management.
- Experience with population and water demand projections, water availability modeling, infrastructure assessments, drought response planning, and evaluation of water management strategies.
- Experience with technical analysis tools, geographic information systems (GIS), modeling platforms, databases, and reporting methodologies relevant to regional water planning.
- Ability to coordinate and facilitate collaboration among governmental entities, utilities, water districts, stakeholders, TWDB staff, and the Region M Regional Water Planning Group.

- Demonstrated quality assurance and quality control procedures to ensure accurate, complete, and reliable deliverables.

C. Understanding of Region M and Regional Water Issues (10 Points)

Evaluation will consider the proposer’s understanding of the Rio Grande Regional Water Planning Area (Region M) and related regional considerations, including:

- Familiarity with Region M water supply conditions, water demands, drought vulnerabilities, and long-term planning challenges.
- Understanding of regional economic, agricultural, municipal, industrial, environmental, and cross-border considerations that may influence regional water planning.
- Experience working with regional planning groups, river authorities, local governments, water suppliers, irrigation districts, or similar entities in South Texas or comparable regions.

2. Past Performance and Project Delivery (30 Points)

Proposals will be evaluated on the proposer’s past performance and demonstrated ability to deliver high-quality work in a timely and professional manner. Submissions will be evaluated on the proposer’s demonstrated ability to successfully perform and complete similar projects in a timely, professional, and effective manner.

A. Timely Completion of Comparable Projects (15 Points)

Evaluation will consider the proposer’s record of successfully completing comparable planning projects on schedule and in accordance with project requirements, including:

- Demonstrated ability to meet project milestones, deliverables, and deadlines.
- Effectiveness of project management practices and coordination efforts.
- Ability to adapt to changing project requirements and respond to stakeholder and regulatory needs.
- Demonstrated experience managing large-scale, multi-year planning efforts.

B. References and Prior Client Satisfaction (15 Points)

References provided by the proposer may be evaluated based on:

- Quality, completeness, and technical accuracy of work products.
- Responsiveness, communication, and professionalism.
- Ability to effectively collaborate with clients, stakeholders, technical committees, and regulatory agencies.
- Overall client satisfaction and demonstrated success on similar regional planning projects.

LRGVDC reserves the right to contact references and other entities with direct knowledge of the proposer’s performance.

3. Capacity to Perform and Professional Responsibility (20 Points)

Submissions will be evaluated based on the proposer’s ability to sustain and successfully complete the project throughout the contract term.

A. Capacity and Resources to Sustain Project (10 Points)

Evaluation will consider the proposer’s organizational capacity and availability of resources necessary to successfully perform the services, including:

- Availability of qualified personnel and technical resources.
- Ability to dedicate sufficient staffing and management oversight throughout the project duration.

- Organizational capability to complete all required tasks and deliverables in accordance with TWDB deadlines and expectations.

B. Professional Responsibility and Compliance History (10 Points)

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

- History of satisfactory contract performance and compliance with applicable laws, regulations, and contractual obligations.
- Demonstrated integrity, accountability, and adherence to professional standards.
- History of litigation, contract disputes, regulatory findings, or performance issues that may materially affect the proposer’s ability to successfully perform the services.
- Compliance with applicable licensing, insurance, disclosure, and certification requirements.

Evaluation Summary

Each submission will be evaluated based on a total of 100 points. Firms will be ranked in order of highest cumulative score. In accordance with applicable professional services procurement requirements, LRGVDC reserves the right to negotiate with the highest-ranked qualified firm. Should negotiations fail to result in a satisfactory agreement, LRGVDC reserves the right to terminate negotiations and proceed to the next highest-ranked qualified firm in the order of ranking.

SCORING

Each Statement of Qualifications (SOQ) and proposal submission will be evaluated based on the evaluation criteria outlined above, for a total possible score of one hundred (100) points. Proposers will be ranked according to their cumulative evaluation scores, with emphasis placed on demonstrated qualifications, technical expertise, relevant experience, project approach, and ability to successfully perform the required services in accordance with applicable Texas Water Development Board (TWDB) requirements for the 7th Cycle Regional Water Plan.

The Lower Rio Grande Valley Development Council (LRGVDC), on behalf of the Rio Grande Regional Water Planning Group (Region M), reserves the right to interpret and weigh evaluation scores in consideration of the overall best interests of the project and the qualifications of the proposer. The highest-ranked proposer may be invited to enter into negotiations for a final scope of services and agreement. If an agreement cannot be successfully negotiated, LRGVDC reserves the right to discontinue negotiations and proceed to the next highest-ranked proposer.

In the event of closely ranked or tied scores, LRGVDC reserves the right to conduct additional evaluations, including but not limited to interviews, requests for clarification or supplemental information, reference checks, and further review of qualifications to determine the final ranking and selection.

Evaluation Criteria	Available Points
Qualifications and Relevant Experience	50
Past Performance and Project Delivery	30
Capacity to Perform and Professional Responsibility	20
Total Points	100

ELIGIBILITY FOR AWARD

Award

To be eligible for award, a proposer's submission, including the Proposal and Statement of Qualifications (SOQ), must be determined by the Lower Rio Grande Valley Development Council (LRGVDC) to be both responsive and responsible.

A responsive proposal is one that conforms in all material respects to the requirements, terms, conditions, and specifications of this Request for Qualifications (RFQ), including all required forms, certifications, and supporting documentation. Proposals that materially deviate from the requirements of this RFQ, omit required information, or fail to comply with mandatory solicitation provisions may be determined non-responsive and rejected from further consideration.

A responsible proposer is one that, in the judgment of the LRGVDC, possesses the demonstrated integrity, qualifications, experience, organizational capacity, financial resources, technical capability, staffing, and ability necessary to successfully perform the required services in accordance with the requirements of this RFQ, applicable federal and state regulations, and Texas Water Development Board (TWDB) requirements applicable to the 7th Cycle Regional Water Plan.

Selection under this RFQ shall be based on demonstrated competence, qualifications, and the proposer's ability to successfully perform the required professional services in accordance with Texas Government Code Chapter 2254, applicable TWDB requirements, and the objectives of the 7th Cycle Regional Water Plan. Following evaluation and ranking, the LRGVDC reserves the right to enter into negotiations with the highest-ranked proposer to establish a fair and reasonable agreement, including scope, schedule, staffing, deliverables, and compensation terms.

If the LRGVDC is unable to successfully negotiate a satisfactory agreement with the highest-ranked proposer, negotiations may be formally terminated, and the LRGVDC reserves the right to initiate negotiations with the next highest-ranked proposer in sequential order until an agreement is reached or the solicitation is otherwise canceled.

The LRGVDC further reserves the right to negotiate final contract terms and conditions with the selected proposer. Any resulting agreement may incorporate, by reference or attachment, applicable portions of this RFQ, required certifications and forms, addenda, proposer representations, negotiated terms, and the successful proposer's submission, to the extent determined appropriate by the LRGVDC.

Submission of a proposal constitutes the proposer's acknowledgment and acceptance of the evaluation, ranking, negotiation, and award process described herein and acknowledgment that the LRGVDC may exercise reasonable professional judgment and discretion in evaluating qualifications, demonstrated competence, experience, and overall ability to successfully perform the required services in a manner that provides the greatest overall benefit to the Rio Grande Regional Water Planning Group (Region M), the LRGVDC, and the programs served.

Right to Reject or Cancel

The LRGVDC reserves the right to reject any or all proposals, waive minor informalities or irregularities, request clarification of information submitted, and cancel or reissue this RFQ, in whole or in part, whenever such action is determined to be in the best interest of the LRGVDC or the Rio Grande Regional Water Planning Group (Region M).

The LRGVDC further reserves the right to postpone, delay, or withdraw a proposed award at any time prior to execution of a final agreement without liability or obligation to any proposer for costs incurred in the preparation or submission of a proposal.

Notice of Intent to Award and Protest Period

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

Any proposer seeking to protest the recommended award must submit a formal written protest to the LRGVDC within **five (5) business days** following issuance of the Notice of Intent to Award. The protest must clearly identify the solicitation, state the specific grounds for protest, include supporting documentation, and identify the relief requested.

The filing of a protest shall not automatically delay or suspend the procurement process unless determined necessary by the LRGVDC.

Protests shall be reviewed in accordance with the LRGVDC Procurement Policy and applicable state and federal procurement requirements. The determination of the Executive Director or designee shall constitute the final administrative decision of the LRGVDC.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

The Lower Rio Grande Valley Development Council (LRGVDC) encourages the participation of Historically Underutilized Businesses (HUBs), as certified by the State of Texas, in the performance of services under this RFQ.

Qualified HUB firms are strongly encouraged to submit as prime proposers or to participate through subcontracting arrangements, where applicable. Proposers are encouraged to make good-faith efforts to identify and include certified HUB firms for services such as professional support, technical assistance, data analysis, public outreach, or other tasks related to the Scope of Work.

Each proposer shall include a HUB Participation Statement with its submission. The statement should identify whether the proposer is a State of Texas certified HUB firm and, if applicable, describe any proposed HUB subcontractor participation, including the HUB firm name, certification status, services to be provided, and anticipated level of participation. If no HUB participation is proposed, the proposer should provide a brief explanation of the efforts made to identify and engage HUB firms.

HUB participation may be considered as part of the overall evaluation process in accordance with applicable state and grant requirements. LRGVDC reserves the right to request additional documentation regarding HUB certification or participation and to monitor HUB participation throughout the term of the contract, as applicable.

Required HUB-related submission forms are included as 2026-04 Forms Packet Attachments 10–12.

GENERAL TERMS AND CONDITIONS

The issuance of this Request for Qualifications (RFQ) and the receipt of Statements of Qualifications (SOQs) or proposals does not commit or obligate the Lower Rio Grande Valley Development Council (LRGVDC) to award a contract, reimburse any costs incurred in the preparation or submission of a response, or pay for any costs incurred prior to the execution of a formal written agreement approved by the appropriate authority.

The LRGVDC reserves the right to reject any or all submissions, waive minor informalities or irregularities, request clarification or additional information, cancel this RFQ in whole or in part, reissue the solicitation, or take any other action deemed to be in the best interest of the LRGVDC or Rio Grande Regional Water Planning Group (Region M). The LRGVDC further reserves the right to extend submission deadlines, modify the solicitation schedule, or terminate the procurement process at any time if deemed necessary due to unforeseen circumstances, insufficient response, funding considerations, or if the submitted qualifications do not adequately meet project needs.

Firms proposing as a team, joint venture, or through subcontracting arrangements shall clearly identify all participating firms, their respective roles, and the anticipated scope of services to be performed by each entity. The prime consultant shall remain fully responsible for the performance and management of all subcontractors, subconsultants, and team members.

If the proposed scope of services includes the use of subcontractors or subconsultants, the proposer must clearly identify such entities in its submission and describe the nature and extent of services to be performed. The submission should include, at a minimum, the name, address, and area of expertise for each proposed subcontractor or subconsultant. The LRGVDC reserves the right to review and approve or reject any proposed subcontractors or subconsultants as part of the evaluation or contract negotiation process.

Nothing in this RFQ shall prohibit the selected consultant from utilizing approved subcontractors or specialized technical subconsultants as necessary to successfully perform the required services, provided such arrangements are disclosed and approved by the LRGVDC.

Any contract award resulting from this RFQ, including the continuation, amendment, or expansion of services, shall be contingent upon the availability of applicable funding, including funding from the Texas Water Development Board (TWDB), and any required approvals by the Rio Grande Regional Water Planning Group (Region M), the LRGVDC, or other applicable oversight entities. The LRGVDC reserves the right to modify the scope of services, negotiate additional tasks, or terminate negotiations should funding, project priorities, or regulatory requirements change.

Independent Contractor Status

The Respondent and any selected Consultant acknowledge and agree that, in the performance of services under any resulting agreement, the Consultant shall act solely as an independent contractor and not as an employee, agent, partner, joint venturer, or legal representative of the Lower Rio Grande Valley Development Council (LRGVDC), the Rio Grande Regional Water Planning Group (Region M), or any participating governmental entity.

The Consultant shall retain sole responsibility for the manner and means of performing services, including supervision of personnel, payment of compensation, withholding of taxes, provision of employee benefits, insurance coverage, licensing, and compliance with all applicable employment and labor laws.

Nothing contained in this Request for Qualifications (RFQ) or any resulting agreement shall be construed to create an employer-employee relationship, partnership, joint venture, fiduciary relationship, or agency relationship between LRGVDC and the Consultant or any of its employees, subcontractors, or subconsultants.

The Consultant shall have no authority to bind, obligate, or make representations on behalf of LRGVDC, Region M, or any participating entity unless expressly authorized in writing.

Insurance Requirements

The selected Consultant shall, at its sole cost and expense, procure and maintain insurance coverage from companies authorized to conduct business in the State of Texas and having an acceptable financial rating during the term of any resulting agreement.

At a minimum, the Consultant shall maintain the following insurance coverage:

1. Commercial General Liability Insurance

Coverage for bodily injury, personal injury, property damage, and contractual liability with limits of not less than:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate

2. Automobile Liability Insurance

Coverage for owned, hired, leased, and non-owned vehicles used in connection with the performance of services under the agreement with limits of not less than:

- \$1,000,000 combined single limit per accident

This requirement may be waived by LRGVDC if no vehicles are utilized in connection with the performance of services.

3. Workers' Compensation and Employer's Liability Insurance

Coverage in accordance with the requirements of the Texas Workers' Compensation Act, including Employer's Liability coverage with limits of not less than:

- \$500,000 each accident
- \$500,000 disease policy limit
- \$500,000 disease each employee

4. Professional Liability / Errors and Omissions Insurance

Professional Liability (Errors and Omissions) coverage for negligent acts, errors, omissions, professional services, technical analyses, planning activities, engineering, modeling, or consulting services arising from the performance of services under the agreement with limits of not less than:

- \$1,000,000 per claim
- \$1,000,000 aggregate

Such coverage shall be maintained throughout the term of the agreement and for a period of not less than two (2) years after final completion of services, whether through continued coverage or an extended reporting period.

5. Cyber Liability Insurance (*Optional but Recommended*)

If the Consultant will store, access, transmit, or manage sensitive electronic information, GIS systems, databases, or network-connected planning information related to the project, LRGVDC reserves the right to require Cyber Liability coverage with limits of not less than:

- \$1,000,000 per claim

including protection for:

- data breaches,
- cyber incidents,
- ransomware,
- privacy violations,
- electronic data loss.

The Consultant shall provide certificates of insurance upon request and prior to contract execution. The Consultant shall provide at least thirty (30) calendar days' written notice to LRGVDC of cancellation, material modification, or non-renewal of required coverage.

Failure to maintain required insurance coverage may constitute grounds for suspension of work, withholding of payment, or termination of the agreement.

Subcontractor Privity

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

Nothing contained in this RFQ or any resulting agreement shall be construed to create any contractual obligation, express or implied, between the LRGVDC, the Rio Grande Regional Water Planning Group (Region M), and any subcontractor, subconsultant, supplier, or lower-tier entity. No subcontractor or subconsultant shall have any right to assert claims against the LRGVDC or Region M for payment, compensation, damages, equitable adjustment, delay, or any other relief arising from or related to the performance, non-performance, or administration of subcontracted services.

The selected Consultant shall remain fully responsible and liable to the LRGVDC for the acts, omissions, performance, compliance, and conduct of its subcontractors and subconsultants to the same extent as if such acts or omissions were performed directly by the Consultant. Approval by the LRGVDC of any subcontractor or subconsultant shall not relieve the Consultant of any responsibility or obligation under the resulting agreement.

Any addition, substitution, or material change involving subcontractors or subconsultants after contract award shall be subject to prior written approval by the LRGVDC.

Key Personnel and Staff Substitutions

Key personnel identified in the Respondent's Statement of Qualifications (SOQ) shall be considered material to the evaluation and selection process. The selected Consultant shall not remove, replace, or materially reassign key personnel or identified subconsultants without prior written approval from LRGVDC.

Any proposed substitution shall be supported by documentation demonstrating qualifications and experience substantially equivalent to or greater than those represented in the original submission.

LRGVDC reserves the right to reject proposed substitutions or require corrective action where staffing changes materially affect contract performance.

Assignment and Transfer Restrictions

The selected Consultant shall not assign, transfer, convey, delegate, subcontract, pledge, or otherwise dispose of any interest in any resulting agreement, in whole or in part, nor transfer responsibility for performance of material services, without the prior written consent of the Lower Rio Grande Valley Development Council (LRGVDC).

Any attempted assignment, transfer, delegation, merger, acquisition, change in controlling ownership, or material change affecting the Consultant's ability to perform services under the agreement shall be disclosed to LRGVDC in writing as soon as reasonably practicable.

LRGVDC reserves the right to review such changes and determine, in its sole discretion, whether continuation of the agreement remains in the best interest of the agency.

No approved assignment, subcontract, or delegation shall relieve the Consultant of any responsibility, obligation, liability, representation, or warranty under the agreement. The Consultant shall remain fully responsible for the acts, omissions, and performance of all approved subcontractors, successors, affiliates, or assignees.

Any unauthorized assignment or transfer may constitute grounds for termination of the agreement.

Terms and Conditions Attached to Response

Any additional or inconsistent terms and conditions submitted by a Respondent, whether included in a cover letter, transmittal, attachment, appendix, standard agreement form, or any other document incorporated into the Statement of Qualifications (SOQ) or response, shall not be binding upon the Lower Rio Grande Valley Development Council (LRGVDC) and shall have no force or effect unless expressly accepted in writing by the LRGVDC.

Submission of a response to this Request for Qualifications (RFQ) constitutes acknowledgment and acceptance that the terms, conditions, and requirements contained in this RFQ and any resulting negotiated agreement shall govern. Any attempt by a Respondent to alter, modify, limit, or supersede the terms of this RFQ through additional or conflicting provisions may be grounds for rejection of the response as non-responsive.

The LRGVDC reserves the right to reject any proposed exceptions to the RFQ terms and conditions or to negotiate acceptable modifications at its sole discretion.

Indemnification

To the extent permitted by Texas law, the selected Consultant shall indemnify, defend, and hold harmless the Lower Rio Grande Valley Development Council (LRGVDC), its officers, officials, employees, agents, and representatives from and against any and all claims, damages, liabilities, losses, judgments, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from the negligent acts, errors, omissions, misconduct, or willful misconduct of the Consultant, its employees, subcontractors, subconsultants, or agents in the performance of services under any resulting agreement.

The Consultant's obligation under this section shall include claims for bodily injury, property damage, personal injury, professional negligence, regulatory noncompliance, or other damages to the extent caused by the negligent or wrongful acts or omissions of the Consultant or its subcontractors or subconsultants.

Nothing contained herein shall be construed as creating any obligation on the part of LRGVDC to indemnify, defend, or hold harmless any party, nor shall this provision be construed as a waiver of any governmental, sovereign, or official immunity, defense, or limitation of liability available to LRGVDC under applicable Texas law.

The Consultant shall remain fully responsible for the acts and omissions of its subcontractors, subconsultants, employees, and agents to the same extent as if such acts or omissions were those of the Consultant.

Compliance with Laws

The Respondent and any selected Consultant shall comply with all applicable federal, state, and local laws, statutes, ordinances, regulations, executive orders, administrative rules, and judicial or agency determinations applicable to the performance of services under this Request for Qualifications (RFQ) and any resulting agreement.

Such compliance shall include, but not be limited to, all applicable requirements of the State of Texas, the Texas Water Development Board (TWDB), regional water planning statutes and guidance, professional licensing requirements, ethics and conflict-of-interest laws, nondiscrimination requirements, records retention obligations, and all applicable requirements associated with the development of the Rio Grande Regional Water Plan (Region M) for the TWDB 7th Cycle (2026–2030).

The Consultant shall be responsible for ensuring that its employees, subcontractors, subconsultants, and agents comply with all applicable legal and regulatory requirements in the performance of services. Upon request, the Consultant shall provide the LRGVDC, Region M, or TWDB with documentation reasonably necessary to demonstrate compliance.

Failure to maintain compliance with applicable laws, regulations, licensing requirements, or program requirements may constitute grounds for rejection of a submission, corrective action, suspension of performance, termination of negotiations, or termination of any resulting agreement, as applicable.

Governing Law and Venue

This Request for Qualifications (RFQ), any Statement of Qualifications (SOQ) submitted in response thereto, and any resulting agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles.

Venue for any legal action, claim, or proceeding arising out of or relating to this RFQ or any resulting agreement shall lie exclusively in a court of competent jurisdiction in **Hidalgo County, Texas**, unless venue is otherwise specifically required by applicable state or federal law.

Nothing contained herein shall be construed as a waiver of any governmental, sovereign, or official immunity, defense, or limitation of liability available to the Lower Rio Grande Valley Development Council (LRGVDC), all of which are expressly reserved.

Antitrust Affirmation

By submitting a response to this Request for Qualifications (RFQ), the Respondent represents and warrants that neither the Respondent, nor any person acting on its behalf, has violated any applicable provision of the Texas Free Enterprise and Antitrust Act of 1983 (Texas Business & Commerce Code, Chapter 15), federal antitrust laws, or engaged in any unlawful collusive practice in connection with this solicitation.

The Respondent further certifies that its response has been developed independently and without consultation, communication, agreement, or collusion with any competitor or other party for the purpose of restricting competition, manipulating the procurement process, or influencing the evaluation, ranking, negotiation, or award of any resulting agreement.

Nothing herein shall prohibit lawful teaming arrangements, joint ventures, or disclosed subcontracting or subconsulting relationships identified in the Respondent's submission.

Failure to comply with this requirement or discovery of collusive conduct may result in rejection of the response, disqualification from consideration, termination of negotiations, termination of any resulting agreement, referral to appropriate authorities, or any other remedy available under law.

Dealings with Public Servant

By submitting a response to this Request for Qualifications (RFQ), the Respondent represents and warrants that neither it, nor any person acting on its behalf, has given, offered to give, nor intends to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, entertainment, compensation, or service to any officer, employee, Board member, evaluation committee member, representative, or agent of the Lower Rio Grande Valley Development Council (LRGVDC), the Rio Grande Regional Water Planning Group (Region M), or any public servant in connection with this solicitation, evaluation, negotiation, or any resulting agreement.

The Respondent further certifies that it shall not engage in any conduct intended to improperly influence the procurement process or create an actual or perceived conflict of interest.

Any violation of this provision may result in rejection of the response, disqualification from consideration, termination of negotiations, termination of any resulting agreement, referral to appropriate authorities, or any other remedy available under applicable law.

Nothing in this provision shall prohibit ordinary business courtesies of nominal value where permitted by applicable ethics laws and policies and where such actions do not influence, or appear to influence, the procurement process.

Public Information Act

Respondents are advised that the Lower Rio Grande Valley Development Council (LRGVDC) is subject to the requirements of the Texas Public Information Act ("TPIA"), Chapter 552 of the Texas Government Code. Information submitted to LRGVDC in connection with this Request for Qualifications (RFQ), including Statements of Qualifications (SOQs), supporting materials, correspondence, evaluation records, and any resulting agreement, may be subject to disclosure pursuant to the TPIA.

LRGVDC shall make reasonable efforts to notify a Respondent of a request for information that may include materials identified by the Respondent as confidential, proprietary, or commercially sensitive. However, LRGVDC shall not be responsible for asserting legal arguments on behalf of a Respondent and makes no representation, warranty, or guarantee that any information designated as confidential, proprietary, trade secret, or otherwise protected from disclosure will be withheld from public disclosure.

If a Respondent believes that portions of its submission contain proprietary or confidential information exempt from disclosure, such information shall be clearly identified, specifically marked, and accompanied by a written explanation citing the legal basis for nondisclosure under applicable law. Blanket claims of confidentiality shall not be deemed sufficient.

Any determination regarding disclosure shall be made in accordance with the Texas Public Information Act, applicable judicial decisions, and opinions or determinations of the Office of the Attorney General of Texas.

In accordance with Texas Government Code §2252.907, any information created or exchanged with LRGVDC pursuant to any resulting contract, and not otherwise excepted from disclosure under applicable law, shall be made available to the public in an accessible format and at no additional cost to LRGVDC.

Confidentiality of Sensitive Information

The Consultant acknowledges that, in the performance of services under any resulting agreement, it may have access to confidential, sensitive, proprietary, security-related, or otherwise non-public information belonging to the Lower Rio Grande Valley Development Council (LRGVDC), the Rio Grande Regional Water Planning Group (Region M), participating entities, public water systems, groundwater conservation districts, utilities, governmental agencies, or other stakeholders.

The Consultant shall exercise reasonable care to safeguard such information and shall not disclose, publish, reproduce, distribute, or otherwise make available confidential or sensitive information to any third party except:

1. as necessary for the performance of services under the agreement;
2. as authorized in writing by LRGVDC; or
3. as otherwise required by law.

The Consultant shall implement reasonable administrative, technical, and operational safeguards to protect sensitive information from unauthorized access, disclosure, misuse, loss, or destruction. Nothing contained herein shall be construed to prevent LRGVDC from complying with the Texas Public Information Act (Chapter 552, Texas Government Code) or any other legal disclosure obligation. The Consultant acknowledges that LRGVDC retains sole authority to determine disclosure obligations under applicable law.

The Consultant's obligations under this provision shall survive termination or expiration of the agreement.

Excess Obligations Prohibited / Funding Contingency

Any contract resulting from this Request for Qualifications (RFQ) is expressly contingent upon the continued availability of lawful appropriations, grant funding, and applicable local, state, and/or federal funds, including funding provided through the Texas Water Development Board (TWDB) for the Rio Grande Regional Water Plan (Region M) 7th Cycle (2026–2030).

Nothing contained in this RFQ or any resulting agreement shall be construed as creating an obligation of the Lower Rio Grande Valley Development Council (LRGVDC) in excess of funds lawfully appropriated, awarded, allocated, or otherwise made available for the purposes of the contract.

In the event that sufficient funding is reduced, withheld, delayed, terminated, reallocated, or otherwise made unavailable, LRGVDC reserves the right, without penalty or further obligation, to:

1. modify the scope of services;
2. suspend performance;
3. delay or revise project schedules or deliverables;
4. negotiate modifications to tasks or budgets; or
5. terminate the contract, in whole or in part.

In such circumstances, the Consultant shall be entitled only to payment for eligible services satisfactorily performed and accepted by LRGVDC prior to the effective date of any suspension, reduction, or termination.

LRGVDC further reserves the right to negotiate additional services, task amendments, or expanded scope elements with the selected Consultant, provided such services remain within the general scope of the original procurement and are supported by available funding and applicable approvals.

Additional Services and Contract Amendments

LRGVDC reserves the right to negotiate additional services, task orders, amendments, modifications, or supplemental work with the selected Consultant during the term of any resulting agreement, provided such services remain within the general scope of the original procurement and are supported by available funding and applicable approvals.

Additional services may include, but are not limited to, expanded technical studies, revised planning requirements, additional public engagement activities, updated TWDB guidance, supplemental analyses, schedule extensions, or additional deliverables associated with the Rio Grande Regional Water Plan (Region M) 7th Cycle (2026–2030).

Nothing in this RFQ shall be construed as guaranteeing any minimum amount of work, compensation, or future funding beyond that specifically authorized under the resulting agreement.

State Auditor’s Right to Audit

The Respondent acknowledges that any resulting agreement may be funded in whole or in part through State of Texas appropriations, including funding administered by the Texas Water Development Board (TWDB), and may therefore be subject to audit, examination, monitoring, inspection, or investigation by authorized governmental entities.

The selected Consultant and its subcontractors or subconsultants shall provide the Lower Rio Grande Valley Development Council (LRGVDC), the Texas Water Development Board (TWDB), the Texas State Auditor’s Office, the Legislative Audit Committee, and any other authorized federal, state, or local oversight entity with timely access to all records, documents, books, data, reports, financial information, supporting materials, and other information deemed relevant to the performance of services or expenditure of funds under any resulting agreement.

Acceptance of funds under any resulting agreement, whether directly or indirectly through subcontracting or subconsulting arrangements, shall constitute acceptance of the authority of such oversight entities to conduct audits, examinations, monitoring, inspections, or investigations related to the contract and associated funding.

The Consultant shall ensure that all subcontractors and subconsultants are contractually bound to comply with this provision and shall cooperate fully with any audit or review.

Failure to provide requested access or cooperate with an authorized audit or investigation may constitute grounds for corrective action, withholding of payment, suspension of performance, termination of the agreement, or any other remedy available under law.

E-Verify Program

In accordance with applicable federal and state law, the Respondent certifies that, for any resulting contract for services, the selected Consultant shall utilize the U.S. Department of Homeland Security’s E-Verify system during the term of the agreement to determine the employment eligibility of:

1. all persons employed by the Consultant to perform duties within the State of Texas under the contract; and
2. all persons, including subcontractors and subconsultants, assigned by the Consultant to perform work under the contract within the United States.

The Consultant shall remain responsible for ensuring compliance with this requirement by its subcontractors and subconsultants and shall provide documentation of compliance upon request by the Lower Rio Grande Valley Development Council (LRGVDC).

Failure to comply with this requirement may constitute grounds for corrective action, withholding of payment, suspension of performance, termination of the agreement, or other remedies available under law.

Critical Infrastructure Affirmation

In accordance with Texas Government Code §2274.0102, and as applicable to contracts involving critical infrastructure or sensitive public systems, the Respondent certifies that neither the Respondent, its parent company, nor any affiliate of the Respondent or its parent company is:

1. majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any country designated by the Governor of Texas under Texas Government Code §2274.0103; or
2. headquartered in any country identified above.

The Respondent further certifies that, to the extent required by law, it shall notify the Lower Rio Grande Valley Development Council (LRGVDC) if circumstances arise during the term of any resulting agreement that would affect the accuracy of this certification.

If this certification is determined to be false, materially misleading, or otherwise noncompliant with applicable law, LRGVDC reserves the right to reject the response, terminate negotiations, terminate any resulting agreement, or pursue any other remedy available under law.

Conflict of Interest

The Respondent represents and warrants that no actual, potential, or apparent conflict of interest exists that would impair the Respondent's independence of judgment, objectivity, or ability to perform services under this Request for Qualifications (RFQ) in a fair, impartial, and professional manner.

The Respondent shall disclose in writing to the Lower Rio Grande Valley Development Council (LRGVDC), at the time of submission and throughout the term of any resulting agreement, any actual, perceived, or potential conflict of interest, including but not limited to:

1. financial interests that could influence the performance of services;
2. relationships that may provide an unfair competitive advantage;
3. prior participation in the development of project scopes, requirements, assumptions, or technical criteria related to the procurement or regional water planning process;
4. representation of public or private entities whose interests may be materially affected by recommendations, strategies, project prioritization, or outcomes associated with the Rio Grande Regional Water Plan (Region M); or
5. any organizational, contractual, or professional relationship that could impair impartial decision-making.

The Respondent further certifies that neither it, nor its employees, subcontractors, subconsultants, or agents shall engage in conduct that creates an actual conflict of interest, an appearance of impropriety, or an unfair competitive advantage in connection with this solicitation or any resulting agreement.

The selected Consultant shall immediately notify LRGVDC in writing upon discovery of any conflict of interest arising during performance of the contract. LRGVDC reserves the right to determine whether a conflict may be mitigated, requires corrective action, or constitutes grounds for disqualification, termination of negotiations, removal of personnel, suspension of work, or termination of the agreement.

By submitting a response to this RFQ, the Respondent certifies compliance with the requirements of this provision.

Suspension and Debarment

By submitting a response to this Request for Qualifications (RFQ), the Respondent certifies that neither the Respondent, its principals, officers, owners, affiliates, nor any person having substantial control over the Respondent is presently:

1. suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency in accordance with 2 CFR Part 180, 2 CFR Part 3000, or other applicable federal regulations; or
2. prohibited, suspended, or debarred from doing business with the State of Texas, including listings maintained by the Texas Comptroller of Public Accounts or other applicable state agencies.

The Respondent further certifies that it shall not knowingly enter into any subcontract, subconsultant agreement, or lower-tier arrangement with any entity or individual that is suspended, debarred, or otherwise ineligible to participate in federally or state funded activities.

The Lower Rio Grande Valley Development Council (LRGVDC) reserves the right to verify suspension or debarment status through applicable systems, including but not limited to:

- the federal **System for Award Management (SAM.gov)**; and
- applicable State of Texas debarment resources.

Any Respondent unable to certify to the foregoing shall provide a written explanation as part of its submission. Failure to maintain eligibility or discovery of suspension, debarment, or ineligibility may result in rejection of the response, disqualification, termination of negotiations, termination of any resulting agreement, or any other remedy available under law.

Termination

Termination for Convenience

The Lower Rio Grande Valley Development Council (LRGVDC) reserves the right to terminate any resulting agreement, in whole or in part, for convenience and without cause, upon thirty (30) calendar days' written notice to the Consultant.

In the event of termination for convenience, the Consultant shall be entitled only to payment for services satisfactorily performed, accepted, and properly documented by LRGVDC through the effective date of termination. The Consultant shall not be entitled to anticipatory profits, consequential damages, unearned fees, or other compensation beyond accepted work performed.

Termination for Default (Breach)

For purposes of this RFQ and any resulting agreement, a **default** or **breach** shall mean the Consultant's failure to perform or comply with any material term, condition, deliverable, schedule, requirement, representation, certification, or obligation under the agreement.

If LRGVDC determines that the Consultant is in default or breach, LRGVDC may issue written notice identifying the nature of the deficiency and providing the Consultant ten (10) calendar days to cure the deficiency to the satisfaction of LRGVDC, unless a different cure period is specified in writing.

If the Consultant fails to cure the default or breach within the prescribed period, LRGVDC may terminate the agreement, in whole or in part, without further obligation and may pursue any remedies available under law or equity.

Termination for Cause

LRGVDC reserves the right to immediately terminate any resulting agreement, in whole or in part, without advance notice or opportunity to cure, if the Consultant engages in:

1. fraud, misrepresentation, or false certification;
2. criminal conduct related to performance of the agreement;
3. gross negligence or willful misconduct causing material harm;
4. suspension, debarment, or loss of required licensing or legal authority to perform;
5. material ethical violations, undisclosed conflicts of interest, or prohibited dealings with public officials; or
6. any act or omission that poses an imminent threat to public operations, funding compliance, records integrity, or the lawful administration of the Region M Water Planning Program.

In such circumstances, payment shall be limited to eligible services satisfactorily performed and accepted prior to the effective date of termination.

Waiver of Remedies

No waiver by LRGVDC of any breach, default, covenant, condition, or obligation under the agreement shall constitute or be construed as a waiver of any subsequent breach or default of the same or any other provision. Failure of LRGVDC to enforce any contractual right or remedy shall not constitute a waiver of such right or remedy.

LRGVDC reserves all rights and remedies available under the agreement, at law, or in equity.

Force Majeure

Neither the Lower Rio Grande Valley Development Council (LRGVDC) nor the Consultant shall be deemed in breach or default of any resulting agreement to the extent performance is delayed, interrupted, or prevented by causes beyond the reasonable control of the affected party (“Force Majeure Event”).

A Force Majeure Event may include, but is not limited to:

- acts of God;
- hurricanes, tropical storms, floods, severe weather, or other natural disasters;
- fires, explosions, or utility failures;
- war, terrorism, civil unrest, or acts of public enemies;
- epidemics, pandemics, public health emergencies, or governmental emergency declarations;
- cyberattacks, significant technology failures, or communications disruptions;
- governmental actions, regulatory delays, court orders, or changes in law; or
- labor disruptions, supply chain interruptions, or other events beyond the reasonable control of the affected party.

The affected party shall provide written notice to the other party as soon as reasonably practicable describing the nature of the Force Majeure Event, the anticipated impact on performance, and the estimated duration of the delay.

The parties shall make reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as reasonably practicable.

A Force Majeure Event shall not excuse the Consultant from obligations that reasonably can continue to be performed, nor shall it automatically entitle the Consultant to additional compensation unless otherwise agreed to in writing by LRGVDC.

If a Force Majeure Event materially delays or prevents performance for an extended period, LRGVDC reserves the right to revise schedules, modify scope, suspend performance, or terminate the agreement in accordance with applicable contract provisions.

No Waiver of Sovereign Immunity

Nothing contained in this Request for Qualifications (RFQ), any Statement of Qualifications (SOQ), any negotiations, or any resulting agreement shall be construed as a waiver of any governmental immunity, sovereign immunity, official immunity, statutory protection, defense, limitation of liability, privilege, or remedy available to the Lower Rio Grande Valley Development Council (LRGVDC), the Rio Grande Regional Water Planning Group (Region M), or their respective officers, officials, employees, agents, or representatives under the Constitution and laws of the State of Texas.

No provision of this RFQ or any resulting agreement, including but not limited to provisions relating to indemnification, dispute resolution, governing law, venue, payment, audit, or termination, shall be interpreted as creating any waiver of immunity from suit or liability except to the extent expressly authorized by applicable Texas law.

LRGVDC expressly reserves all rights, defenses, immunities, and limitations available under federal and state law.

Federal and State Tax Liability

By submitting a response to this Request for Qualifications (RFQ), the Respondent certifies that it:

1. does not have any unpaid federal tax liability that has been finally assessed, for which all judicial and administrative remedies have been exhausted or lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. is not delinquent in the payment of taxes owed to the State of Texas under applicable law, including the Texas Tax Code; and
3. remains legally eligible to conduct business in the State of Texas.

The Respondent further certifies that all required federal and state tax filings are current and that no unresolved tax delinquency exists that would materially impair the Respondent's ability to perform services under any resulting agreement.

The Lower Rio Grande Valley Development Council (LRGVDC) reserves the right to verify tax compliance status through applicable public records or other lawful means and may reject a response, terminate negotiations, suspend performance, or terminate any resulting agreement if it determines that the Respondent is not in compliance with applicable tax obligations or is otherwise not a responsible vendor.

Nothing herein shall be construed as creating an obligation or authority on the part of LRGVDC to collect or offset debts owed to the State of Texas except as otherwise authorized by law.

Compliance with Texas Water Development Board (TWDB) Requirements

The Respondent and any selected Consultant shall comply with all applicable statutes, rules, regulations, policies, guidance, directives, and program requirements of the State of Texas and the Texas Water Development Board (TWDB) applicable to the performance of services under this Request for Qualifications (RFQ) and any resulting agreement.

Such compliance shall include, but not be limited to:

1. all requirements associated with the TWDB 7th Cycle Regional Water Planning Process (2026–2030);
2. applicable legislative appropriations and grant funding conditions;
3. regional water planning statutes, rules, and technical guidance;
4. reporting, documentation, and administrative requirements;
5. applicable planning standards, methodologies, and deliverable requirements; and
6. any amendments, updates, or supplemental guidance issued by TWDB during the term of the agreement.

The Consultant shall perform services in a manner consistent with the objectives, requirements, and timelines established for the Rio Grande Regional Water Planning Group (Region M) and shall cooperate with LRGVDC, Region M, and TWDB in the completion of required planning activities and deliverables.

Upon request, the Consultant shall provide documentation reasonably necessary to demonstrate compliance with applicable TWDB and State of Texas requirements.

Failure to maintain compliance with applicable requirements may constitute grounds for corrective action, withholding of payment, suspension of performance, termination of negotiations, or termination of any resulting agreement.

Flow-Down Requirement

The selected Consultant shall ensure that all applicable provisions, requirements, certifications, representations, assurances, and obligations contained in this Request for Qualifications (RFQ) and any resulting agreement are incorporated into and made binding upon all subcontractors, subconsultants, lower-tier agreements, and other entities engaged in the performance of services under the contract.

Such flow-down requirements shall include, as applicable, compliance with:

1. all applicable federal, state, and local laws and regulations;
2. Texas Water Development Board (TWDB) requirements and guidance associated with the 7th Cycle Regional Water Planning Process (2026–2030);
3. conflict of interest and ethics requirements;
4. nondiscrimination and civil rights obligations;
5. records retention, audit access, and reporting requirements;
6. eligibility certifications and legal compliance requirements; and
7. any other provisions applicable to the subcontracted services.

The Consultant shall remain solely responsible and fully liable to the Lower Rio Grande Valley Development Council (LRGVDC) for the performance, acts, omissions, compliance, and conduct of all subcontractors and subconsultants to the same extent as if such work were performed directly by the Consultant.

Failure of any subcontractor or subconsultant to comply with applicable requirements shall not relieve the Consultant of its contractual obligations and may constitute grounds for corrective action, withholding of payment, suspension of performance, or termination of the agreement.

Upon request, the Consultant shall provide LRGVDC with copies of executed subcontracts, subconsultant agreements, certifications, or other documentation reasonably necessary to demonstrate compliance with this provision.

False, Misleading or Fraudulent Statements

By submitting a response to this Request for Qualifications (RFQ), the Respondent certifies that all information provided in connection with its Statement of Qualifications (SOQ), certifications, representations, supporting documentation, and any subsequent negotiations is true, accurate, complete, and made in good faith.

The Respondent acknowledges that any false, misleading, inaccurate, fraudulent, or materially incomplete statement, representation, certification, omission, or supporting documentation submitted in connection with this RFQ or any resulting agreement may constitute grounds for:

1. rejection of the response;
2. disqualification from further consideration;
3. termination of negotiations;
4. termination of any resulting agreement for cause;
5. recovery of damages or other remedies available under law; and/or
6. referral to appropriate local, state, or federal authorities.

Such conduct may also subject the Respondent to applicable criminal or civil penalties under Texas law, including but not limited to provisions relating to fraud, false statements, tampering with governmental records, or procurement misconduct, including Texas Penal Code Chapter 32, Texas Penal Code §37.10, and other applicable laws.

The Respondent shall have a continuing obligation to promptly notify the Lower Rio Grande Valley Development Council (LRGVDC) if it becomes aware that any material information previously submitted is inaccurate, incomplete, or no longer valid.

Access to Records and Record Retention

The selected Consultant shall maintain complete, accurate, and auditable records relating to the performance of services under any resulting agreement, including but not limited to books, documents, accounting records, correspondence, supporting documentation, work papers, technical analyses, modeling files, GIS data, maps, calculations, meeting materials, reports, deliverables, subconsultant documentation, and any other records relevant to the Rio Grande Regional Water Plan (Region M) 7th Cycle (2026–2030).

The Lower Rio Grande Valley Development Council (LRGVDC), the Texas Water Development Board (TWDB), the Texas State Auditor's Office, and any other authorized governmental entity shall have the right, upon reasonable notice and during normal business hours, to inspect, audit, examine, reproduce, or obtain copies of records relating to the agreement for purposes of monitoring, compliance review, audit, investigation, reimbursement verification, or program administration.

The Consultant shall ensure that all subcontractors and subconsultants maintain records and provide access consistent with this requirement.

Unless a longer period is required by law, audit, litigation, claim, or funding requirement, all records shall be retained for a minimum of three (3) years after final payment, completion of the Regional Water Plan cycle, or final resolution of any pending audit, litigation, or dispute, whichever is later.

If applicable federal grant requirements impose a longer retention period, the Consultant shall comply with such requirements, including any applicable provisions of 2 CFR §200.334–§200.337, as amended.

The Consultant’s obligations under this section shall survive expiration or termination of any resulting agreement.

Ownership of Work Product

All reports, studies, memoranda, maps, GIS files, databases, technical analyses, models, data, calculations, plans, drafts, final deliverables, supporting documentation, and other materials produced or developed under any resulting agreement shall become the property of LRGVDC upon creation or payment, subject to any rights required by law or applicable TWDB requirements.

The Consultant may retain copies for internal recordkeeping purposes but shall not use, publish, or distribute project-specific work products without prior written approval of LRGVDC, except as otherwise required by law.

Non-Discrimination and Civil Rights Requirements

The Respondent and any selected Consultant shall comply with all applicable federal and state nondiscrimination, civil rights, accessibility, and equal employment opportunity laws, regulations, and requirements in the performance of services under any resulting agreement.

Such compliance shall include, as applicable, but not be limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d), prohibiting discrimination on the basis of race, color, or national origin;
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e), prohibiting employment discrimination;
- the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §12101 et seq.);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); and
- applicable State of Texas nondiscrimination and accessibility laws, including Texas Labor Code Chapter 21.

The Consultant shall not discriminate against any employee, applicant, subcontractor, participant, stakeholder, or member of the public on the basis of race, color, national origin, religion, sex, age, disability, veteran status, or any other status protected by applicable law.

The Consultant shall ensure that subcontractors and subconsultants comply with applicable nondiscrimination requirements and shall provide documentation of compliance upon request by the Lower Rio Grande Valley Development Council (LRGVDC).

Failure to comply with applicable civil rights requirements may constitute grounds for corrective action, withholding of payment, suspension of performance, or termination of any resulting agreement.

Drug-Free Workplace

The Respondent and any selected Consultant shall maintain a drug-free workplace in accordance with all applicable federal and state laws and shall not permit the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances in connection with the performance of services under any resulting agreement.

The Consultant shall take appropriate measures to ensure that its employees, subcontractors, and subconsultants performing services under the agreement comply with applicable workplace conduct requirements.

Failure to maintain a drug-free workplace or repeated violations affecting contract performance may constitute grounds for corrective action, suspension of performance, or termination of the agreement.

Lobbying Restrictions

The Respondent and any selected Consultant shall comply with all applicable federal and state laws governing lobbying, ethics, and political activities, including, as applicable, Texas Government Code Chapter 305.

No funds provided under any resulting agreement shall be used for prohibited lobbying activities, political contributions, political campaign activity, or efforts intended to improperly influence the procurement, award, administration, or funding of the contract.

The Consultant shall ensure that its employees, subcontractors, subconsultants, and representatives do not engage in activities that create an actual or perceived improper influence on the solicitation, evaluation, negotiation, or administration of this Request for Qualifications (RFQ) or any resulting agreement.

Nothing in this provision shall prohibit lawful professional coordination, technical consultation, stakeholder engagement, public participation activities, or communications required for completion of the Rio Grande Regional Water Plan (Region M) in accordance with Texas Water Development Board (TWDB) requirements.

Failure to comply with applicable lobbying restrictions may constitute grounds for corrective action, disqualification, termination of negotiations, suspension of performance, termination of any resulting agreement, or other remedies available under law.

No Boycott of Israel

To the extent required by Texas Government Code Chapter 2271, the selected Consultant shall certify that it:

1. does not currently boycott Israel; and
2. will not boycott Israel during the term of any resulting agreement.

For purposes of this provision, “boycott Israel” shall have the meaning assigned under applicable Texas law and generally means refusing to deal with, terminating business activities with, or otherwise taking actions intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or a person or entity doing business in Israel or Israeli-controlled territories, when such actions are not based on ordinary business purposes.

If the selected Consultant is not subject to the requirements of Texas Government Code Chapter 2271, the Consultant shall indicate that the certification is not applicable and provide any information reasonably requested by the Lower Rio Grande Valley Development Council (LRGVDC) to support that determination.

Failure to provide a required certification, if applicable, may result in disqualification, termination of negotiations, or termination of any resulting agreement.

Energy Company Boycotts

To the extent required by Texas Government Code Chapter 2276, the Respondent shall verify that it:

1. does not boycott energy companies; and
2. will not boycott energy companies during the term of any resulting agreement.

For purposes of this provision, “boycott energy companies” shall have the meaning assigned under applicable Texas law.

If the Respondent is not subject to the requirements of Texas Government Code Chapter 2276, the Respondent shall indicate that the certification is not applicable and, upon request, provide information reasonably necessary to support that determination.

Failure to provide a required certification, if applicable, may result in rejection of the response, disqualification from consideration, termination of negotiations, or termination of any resulting agreement.

Firearm Entities and Trade Associations Discrimination

To the extent required by Texas Government Code Chapter 2274, the Respondent shall verify that it:

1. does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by applicable Texas law; and
2. will not discriminate against a firearm entity or firearm trade association during the term of any resulting agreement.

If the Respondent is not subject to the requirements of Texas Government Code Chapter 2274, the Respondent shall indicate that the certification is not applicable and, upon request, provide information reasonably necessary to support that determination.

Failure to provide a required certification, if applicable, may result in rejection of the response, disqualification from consideration, termination of negotiations, or termination of any resulting agreement.

Dispute Resolution

Informal Resolution

The parties shall make a good-faith effort to resolve any dispute, claim, disagreement, or controversy arising under or relating to any resulting agreement through informal discussions between the Consultant and the designated Lower Rio Grande Valley Development Council (LRGVDC) Project Manager.

The Consultant shall submit any dispute in writing, identifying the nature of the issue, relevant facts, requested relief, and supporting documentation reasonably necessary to evaluate the matter. LRGVDC and the Consultant shall attempt to resolve the matter informally within **ten (10) business days**, unless otherwise agreed.

Executive Review

If a dispute cannot be resolved at the staff level, the matter may be elevated to the Executive Director of LRGVDC or designee for administrative review.

The Executive Director or designee may request additional documentation, conduct meetings with the parties, or require clarification of disputed matters. A written determination may be issued within a reasonable time.

Nothing in this section shall require LRGVDC to participate in mediation, arbitration, or any alternative dispute resolution procedure unless expressly agreed to in writing.

Continued Performance

Pending resolution of any dispute, the Consultant shall continue performance of all undisputed obligations under the agreement unless otherwise directed in writing by LRGVDC.

Failure to continue performance without written authorization may constitute a material breach or default of the agreement.

Reservation of Rights, Venue, and Immunity

Venue for any legal action arising from or relating to any resulting agreement shall lie exclusively in a court of competent jurisdiction in **Hidalgo County, Texas**, unless otherwise required by law.

Nothing in this provision or any resulting agreement shall be construed as:

1. a waiver of governmental or sovereign immunity;
2. consent to suit or liability;
3. agreement to binding arbitration; or
4. limitation of any rights, defenses, or remedies available to LRGVDC under Texas law.

To the extent applicable, the parties may pursue any administrative or statutory remedies available under 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 Request for Qualifications (RFQ), any Statement of Qualifications (SOQ), or any resulting agreement is determined by a court of competent jurisdiction to be invalid, illegal, unenforceable, or contrary to applicable law, such determination shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

The parties intend that any invalid, illegal, or unenforceable provision be construed, modified, or limited to the minimum extent necessary to make such provision enforceable while preserving the original intent to the fullest extent permitted by law.

If a provision cannot be lawfully enforced, the remainder of the RFQ and any resulting agreement shall be construed as if the invalid provision had never been included.

Nothing in this provision shall be construed as a waiver of any governmental immunity, sovereign immunity, or other protections available to the Lower Rio Grande Valley Development Council (LRGVDC) under Texas law.

Survival of Obligations

Expiration, completion, suspension, cancellation, or termination of any resulting agreement shall not relieve the Consultant of any obligations that by their nature are intended to survive the end of the agreement.

Without limitation, the following obligations shall survive expiration or termination to the extent applicable:

1. record retention, audit access, and reporting obligations;
2. ownership of work product, data, records, and deliverables;

3. confidentiality and protection of sensitive information obligations;
4. indemnification obligations arising from acts or omissions occurring during contract performance;
5. payment obligations, reimbursement matters, or financial reconciliation;
6. dispute resolution provisions;
7. insurance obligations that expressly survive completion of services; and
8. any other provision that by its nature is intended to survive expiration or termination of the agreement.

The Consultant shall cooperate with the Lower Rio Grande Valley Development Council (LRGVDC), the Rio Grande Regional Water Planning Group (Region M), and the Texas Water Development Board (TWDB) following completion of services as reasonably necessary to support audits, records requests, project closeout, regulatory compliance, or other lawful obligations related to the project.

Protest Procedures / Right to Appeal

Any Respondent who believes that the Lower Rio Grande Valley Development Council (LRGVDC) has failed to follow applicable procurement procedures or has otherwise acted improperly, unfairly, or inconsistently in connection with this Request for Qualifications (RFQ), evaluation, ranking, negotiation, or proposed award may file a formal written protest in accordance with LRGVDC's Procurement Policies and Procedures Manual, as amended.

Filing Requirements

A protest must:

1. be submitted in writing to lrgvdc@lrgvdc.org or other designated procurement contact identified in the solicitation;
2. be received no later than **five (5) business days** after the protesting party knew or reasonably should have known of the facts giving rise to the protest;
3. clearly identify:
 - o the RFQ number and title;
 - o the name and contact information of the protesting party;
 - o the specific action or decision being protested;
 - o the legal, factual, or procedural basis for the protest; and
 - o the specific relief requested.

The protest shall include all supporting documentation reasonably available to the protesting party at the time of filing.

Administrative Review

LRGVDC may review the protest administratively and may request additional documentation, clarification, or supporting materials as necessary.

LRGVDC reserves the right to determine whether a meeting, informal conference, or hearing is warranted based upon the nature, complexity, and materiality of the protest.

Effect of Protest on Procurement

The filing of a protest shall not automatically suspend, delay, or prevent LRGVDC from continuing the procurement, evaluation, negotiation, recommendation, or award process.

LRGVDC may, in its sole discretion, determine whether suspension of the procurement process is in the best interest of the agency pending resolution of the protest.

Finality of Decision

A written determination shall be issued by LRGVDC within a reasonable time following review of the protest.

The determination of LRGVDC shall be final unless otherwise appealed or challenged in accordance with applicable law.

Nothing contained herein shall be construed as a waiver of governmental immunity, sovereign immunity, or any other rights, defenses, or remedies available to LRGVDC under Texas law.

Closing Statement

The Lower Rio Grande Valley Development Council (LRGVDC) appreciates the time, effort, and interest of all Proposers in responding to this Request for Qualifications (RFQ). All submissions will be carefully reviewed in accordance with the evaluation criteria established herein and in compliance with applicable federal, state, and local laws, regulations, and procurement requirements, including applicable State of Texas procurement statutes and requirements governing professional services procurements.

LRGVDC reserves the right to reject any or all submissions, waive minor informalities or irregularities, request clarifications or additional information, and take any action deemed to be in the best interest of the Council and the Rio Grande Regional Water Planning Group (Region M). The LRGVDC further reserves the right to negotiate the scope of services, staffing, compensation, contract terms, and other matters with the highest-ranked and most qualified Proposer. Should negotiations fail to result in an agreement acceptable to LRGVDC, negotiations may be terminated and initiated with the next highest-ranked Proposer.

Submission of a proposal constitutes the Proposer's acknowledgment and acceptance of the requirements, terms, and conditions contained in this RFQ and affirms that the Proposer will perform all services in accordance with applicable federal, state, and local laws, regulations, guidance, and Texas Water Development Board (TWDB) requirements applicable to the 7th Cycle Regional Water Planning process.

By submitting a proposal, the Proposer certifies that it possesses the necessary qualifications, experience, staffing, financial capacity, and resources to successfully perform the services described herein. Selection of a Proposer and execution of any resulting agreement shall be subject to successful negotiations, approval by the appropriate governing authority(ies), and the availability of applicable project funding. The successful Proposer will be required to enter into a written agreement with LRGVDC consistent with the terms, conditions, and requirements of this RFQ.

