

**LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
(LRGVDC) / RIO GRANDE VALLEY EMERGENCY
COMMUNICATION DISTRICT (RGV911)**



Request for Qualifications

*Architectural & Engineering Services for Mobile
Command Unit Shelter Facility*

No: 2026-05

RELEASE DATE:

June 03rd, 2026

SUBMISSION DEADLINE:

June 24th, 2026, by 5pm (CST)

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

WWW.LRGVDC.ORG

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SCHEDULE OF EVENTS

Solicitation Schedule

Release Date of Request for Proposals: June 03rd, 2026

Pre-Submittal Conference: June 12th, 2026

Time: 14:00-15:00

Location: 301 W Railroad St. Weslaco, TX 78596

Building: Bldg. B - Ken Jones Executive Boardroom

Last Day to Submit Written Questions: June 16th, 2026

Responses to Questions / Addenda Post Deadline: June 19th, 2026

Proposal Submission Deadline: **June 24th, 2026, by 5:00 P.M. CST**

- Official Time Clock is LRGVDC Phone System

Bid Opening: June 25th, 2026

- Bid opening will be virtual via the following link: <https://meet.goto.com/160941837>

Anticipated Submission Review and Evaluation: June 26th – July 03rd, 2026

(May be Subject to change)

Anticipated Board Approval Date: July 15st, 2026

(May be Subject to change)

Anticipated Award Date July 16th, 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 RFQ or proposal process will be submitted to each Offer of record as having received a Proposal.

Pre-Submittal Conference

A non-mandatory Pre-Submittal Conference will be conducted to provide interested firms with an opportunity to review the project requirements, discuss the anticipated scope of services, ask questions regarding the solicitation, and become familiar with the project site and existing conditions.

Attendance is strongly encouraged but is not required for submission of a Statement of Qualifications (SOQ). Firms are encouraged to attend in order to gain a better understanding of the project objectives, site constraints, operational requirements, and design expectations associated with the proposed mobile Multi-Agency Communication Center (MACC) Shelter Facility.

A site visit may be conducted following the conference to allow interested firms to observe existing conditions and project-related features. Information provided during the conference or site visit is intended solely to assist prospective respondents in preparing their submissions. Any interpretations, clarifications, modifications, or additional information resulting from the conference shall be issued only through a written addendum and shall become part of this RFQ.

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) on behalf of the Rio Grande Valley Emergency Communication District (RGV911) for the procurement of professional Architectural and Engineering (A/E) services related to the design, development, and construction administration of a Shelter Facility to house the Multi-Agency Communications Center (MACC) unit.

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), Rio Grande Valley Emergency Communication District (RGV911) staff or Board Members, or other LRGVDC programs or personnel regarding this solicitation. Any communication made outside the authorized process may result in disqualification of the submitter 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 Architectural and Engineering (A/E) services for the planning, design, permitting, and construction support of the Rio Grande Valley Emergency Communication District (RGV911) Mobile Agency Communication Center (MACC) unit sheltering facility.

The SOQ should clearly describe the respondent's qualifications and experience in the design and development of public safety, emergency communications, government, transportation, mission-critical, or similar facilities. Respondents should demonstrate experience with facility planning, site development, structural engineering, electrical and communications infrastructure, mechanical systems, security and access control systems, construction administration, and other related professional services necessary to support the successful completion of the project.

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 shall identify the roles, responsibilities, qualifications, and relevant experience of key staff proposed for this engagement, particularly experience involving public safety facilities, emergency operations infrastructure, communications or technology-intensive facilities, building design, project management, permitting coordination, and construction phase services.

Respondents are encouraged to demonstrate familiarity with applicable federal, state, and local requirements, including building codes, accessibility standards, permitting processes, public procurement requirements, and funding compliance requirements that may be associated with publicly funded capital improvement projects. Experience coordinating with governmental entities, utility providers, regulatory agencies, and project stakeholders should also be identified.

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 Valley Emergency Communication District (RGV911) for the successful development, design, and construction of a shelter facility to house the Mobile Agency Communication Center (MACC) unit.

Proposal Submissions

Proposers shall submit **one (1) original signed Statement of Qualifications, 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).

The SOQ 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 SOQ submissions must be sealed and clearly labeled with the following:

“RFQ 2026-05 – Architectural & Engineering Services for Mobile Command Unit Shelter Facility”

Submissions 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 24th, 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 RGV911 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

The Respondent shall bear all costs associated with the preparation and submission of its SOQ. The LRGVDC and RGV911 shall not be liable for any costs incurred by Respondents in connection with the preparation, submission, presentation, or negotiation of a response to this RFQ.

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: 2026-05 Architectural & Engineering Services for Mobile Command Unit Shelter Facility

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

LRGVDC offices will be closed on July 04th, 2026 in observance of Independence Day.

Withdrawal and Modification of SOQ

A Respondent may withdraw, modify, or replace its submitted Statement of Qualifications (SOQ) at any time prior to the submission deadline identified in this RFQ. Any request for withdrawal, modification, or replacement shall be submitted in writing and signed by an authorized representative of the Respondent.

A withdrawn SOQ may be resubmitted at any time prior to the submission deadline, provided the revised SOQ complies with all requirements of this RFQ.

After the submission deadline has passed, SOQs may not be withdrawn, modified, or amended for a period of ninety (90) calendar days following the due date unless otherwise authorized in writing by the Lower Rio Grande Valley Development Council (LRGVDC).

The LRGVDC reserves the right to request clarification of information submitted by a Respondent. Such requests shall not be construed as an opportunity for the Respondent to revise, modify, supplement, or otherwise alter its SOQ after the submission deadline, except as expressly requested by the LRGVDC.

Any attempt by a Respondent to alter or amend its SOQ after the submission deadline without the written authorization of the LRGVDC may result in the SOQ being deemed non-responsive and removed from further consideration.

INTRODUCTION

The Rio Grande Valley Emergency Communication District (RGV911), through the Lower Rio Grande Valley Development Council (LRGVDC), is soliciting Statements of Qualifications (SOQs) from qualified Architectural and Engineering (A/E) firms to provide professional design and construction support services for the development of a shelter facility to house the RGV911 Multi-Agency Communication Center (MACC) unit.

The proposed project consists of the planning, design, and construction of a secure enclosed facility intended to house, protect, and support the RGV911 mobile MACC vehicle and related emergency communications and response operations. The facility is anticipated to include drive-through vehicle access, communications and technology support infrastructure, storage areas, utility services, security features, and associated site improvements necessary to support emergency response and continuity of operations functions.

The selected A/E firm will provide professional services including, but not limited to, site evaluation and analysis, architectural and engineering design, preparation of plans and specifications, cost estimating, permitting and regulatory coordination, preparation of construction documents, bidding and procurement support, and construction administration services through project completion.

This solicitation is being conducted as a Qualifications-Based Selection (QBS) procurement in accordance with applicable Texas laws governing the procurement of professional Architectural and Engineering services, including the Texas Professional Services Procurement Act, Texas Government Code Chapter 2254, and the procurement policies and procedures of the Lower Rio Grande Valley Development Council. Selection will be based on demonstrated competence, qualifications, and experience related to the required services, with fee negotiations to occur after the most qualified firm has been identified.

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.

Rio Grand Valley Emergency Communication District (RGV911)

The Rio Grande Valley Emergency Communication District (RGV911) is a regional governmental entity responsible for supporting and enhancing emergency communications services throughout Hidalgo and Willacy Counties in South Texas. Established to ensure the efficient delivery of 9-1-1 services, RGV911 works closely with local governments, public safety agencies, emergency responders, and telecommunications providers to maintain the critical infrastructure necessary for emergency response and public safety operations.

As the primary addressing authority for Hidalgo and Willacy Counties, RGV911 is responsible for assigning and maintaining physical addresses for properties located in unincorporated areas outside municipal boundaries. Accurate physical addressing is a critical component of emergency response, enabling law enforcement, fire departments, emergency medical services, and other first responders to quickly and accurately locate residents, businesses, and facilities during emergencies.

In addition to addressing services, RGV911 supports the regional emergency communications network through the coordination and management of 9-1-1 systems, geographic information systems (GIS) mapping, public safety data resources, and emergency communications technologies. The District continually works to improve the reliability, resiliency, and effectiveness of emergency communications infrastructure to ensure that residents and visitors throughout the region have access to prompt emergency assistance when needed.

Through strategic planning, technology investments, and collaboration with local, state, and federal partners, RGV911 remains committed to enhancing public safety, strengthening emergency preparedness, and supporting the operational needs of emergency response agencies across the Rio Grande Valley.

Mission Statement

To enhance public safety throughout the Rio Grande Valley by providing reliable emergency communications services, accurate location information, and critical public safety resources while working collaboratively with our partners to prevent, protect against, respond to, and recover from emergencies and disasters.

Vision Statement

Providing a reliable, resilient, and sustainable regional emergency communication and 9-1-1 network to include advancements in technology, mobile contingency strategies, and NextGen 9-1-1 infrastructure.

PURPOSE

The Rio Grande Valley Emergency Communication District (RGV911) seeks to procure professional Architectural and Engineering (A/E) services for the planning, design, and construction support of a shelter facility to house the RGV911 Multi-Agency Communication Center (MACC) unit. The purpose of this project is to develop a secure, resilient, and purpose-built facility capable of housing and supporting the District's MACC vehicle and related emergency communications assets.

The proposed facility will serve as a critical component of the District's emergency preparedness and continuity of operations capabilities by providing a protected environment for the storage, deployment, maintenance, and operational readiness of mobile emergency communication resources. The facility is intended to enhance regional emergency response capabilities by ensuring that mobile communications equipment remains protected, accessible, and available for rapid deployment during disasters, large-scale incidents, planned events, and other emergency situations.

Through this solicitation, RGV911 seeks to identify and select a qualified Architectural and Engineering firm with demonstrated experience in the planning, design, and implementation of public safety, emergency management, communications, transportation, or similar specialized facilities. The selected firm will be expected to work collaboratively with District staff and stakeholders to develop a functional, cost-effective, and sustainable facility that meets operational, security, technological, and regulatory requirements while supporting the District's long-term mission of providing reliable emergency communications services throughout the Rio Grande Valley.

This project is anticipated to be funded through federal and/or state grant funding sources, and all work performed under the resulting agreement shall comply with applicable federal, state, and local requirements..

PROJECT OVERVIEW

The Rio Grande Valley Emergency Communication District (RGV911) intends to develop a Shelter Facility to house a mobile communication unit, dubbed the Multi-Agency Communications Center (MACC), to support regional emergency communications, disaster response, and continuity of operations activities. The proposed facility will provide secure enclosed storage, operational support space, and deployment readiness capabilities for the District's MACC Vehicle and associated emergency response equipment.

The Mobile Multi-Agency Communications Center (MACC) vehicle measures approximately sixty (60) feet in length, nine (9) feet in width, and fourteen (14) feet in height. The facility shall be designed to safely accommodate the vehicle while providing adequate clearance, maneuverability, maintenance access, and operational staging capabilities. The project is intended to improve emergency preparedness, equipment protection, deployment readiness, and long-term operational resilience for the District.

The conceptual facility currently envisioned consists of a secure drive-through metal building designed to house the MACC and related emergency response assets. The structure is anticipated to include a reinforced concrete foundation and floor slab designed for heavy vehicle loading, commercial-grade overhead doors at both entry and exit points, dedicated personnel access, interior circulation corridors, communications and network support space, storage areas, and building systems necessary to support emergency operations.

The facility is expected to include sufficient electrical infrastructure to support vehicle operations, communications equipment, maintenance activities, and future operational needs. Building systems should include interior and exterior lighting, shore power connections, distributed electrical service, ventilation systems, and energy-efficient mechanical systems designed to maintain a functional and reliable operating environment. Dedicated climate-controlled space for communications and network equipment will also be incorporated into the design.

In addition to vehicle storage and operational space, the facility is anticipated to include multiple secured storage areas for emergency response equipment, supplies, communications assets, and related support materials. The design should provide flexibility to accommodate future operational growth and changing emergency response requirements.

Site improvements will include grading, drainage, paving, utility coordination, and vehicle circulation areas necessary to support safe operation of the Multi-Agency Communications Center (MACC). Access to the facility is anticipated from South Missouri Avenue with exit onto South Pino Avenue. The design shall accommodate the turning movements and operational requirements of large emergency response vehicles while minimizing conflicts with existing site features, utilities, and monitoring wells.

Security will be a primary component of the project and is expected to include perimeter fencing, controlled access gates, security lighting, surveillance systems, and access control measures designed to protect critical communications assets and emergency response equipment. The selected Architectural and Engineering firm will be expected to evaluate site conditions, refine project requirements, and develop final design recommendations that support the District's operational, security, and emergency preparedness objectives.

SCOPE OF SERVICES

The selected firm shall provide professional Architectural and Engineering (A/E) services necessary to support the planning, evaluation, design, permitting, bidding, and construction administration of the proposed Multi-Agency Communications Center (MACC) Shelter Facility.

Services are anticipated to include, but are not limited to, the following:

- Site evaluation, investigation, and feasibility review
- Architectural planning and design
- Civil, structural, mechanical, electrical, and related engineering services as required
- Site grading and drainage analysis
- Utility assessment and coordination
- Vehicle circulation, access, and turning radius analysis
- Development of conceptual, schematic, and final design documents
- Preparation of construction drawings, technical specifications, and contract documents
- Construction cost estimating and budget development
- Coordination with applicable regulatory agencies and permitting authorities
- Assistance with obtaining required permits and approvals
- Bidding and procurement support services, including responses to contractor inquiries and preparation of addenda, as necessary
- Construction phase services, including submittal review, site observations, requests for information (RFI) responses, and construction administration
- Project closeout services, including final inspections, punch list coordination, and record/as-built documentation

The selected firm shall coordinate closely with RGV911 representatives throughout all phases of the project and provide recommendations necessary to support the District's operational, security, and emergency preparedness objectives.

EXISTING SITE CONDITIONS AND **CONSTRAINTS**

RGV911 has identified the following known site conditions and constraints that may influence the planning, design, permitting, and construction of the proposed Multi-Agency Communications Center (MACC) Shelter Facility. Respondents should consider these conditions when evaluating project requirements and developing their approach.

The proposed MACC Shelter Facility will be located on property owned by the Rio Grande Valley Development Council (LRGVDC). Existing information regarding the site may be made available to the selected consultant for reference purposes.

Known site conditions include, but are not limited to:

- Existing groundwater monitoring wells and environmental monitoring points located within the project area.
- Existing utility infrastructure serving the site.
- Overhead electrical and utility lines located adjacent to portions of the property.
- Existing site access from South Missouri Avenue and South Pino Avenue.
- Existing drainage patterns and stormwater flow characteristics.
- Property boundaries, setbacks, easements, and other site development limitations.
- Existing pavement, fencing, and site improvements that may require modification or integration into the final design.
- Vehicle circulation requirements associated with the operation of a sixty-foot (60') Multi-Agency Communications Center (MACC).
- Operational security requirements necessary to protect critical communications infrastructure and emergency response assets.

The selected Architectural and Engineering firm shall be responsible for verifying existing site conditions, identifying additional constraints or opportunities, and incorporating appropriate design solutions into the final project recommendations. Information provided by RGV911 is preliminary and intended to assist respondents in understanding known project conditions; respondents shall conduct any additional investigations deemed necessary as part of the design process.

The conceptual facility layout included in this RFQ is provided solely for informational and planning purposes to assist respondents in understanding the anticipated project objectives. The conceptual layout is not intended to represent the final design, dimensions, configuration, or construction requirements of the project. The selected consultant shall be responsible for evaluating project requirements and developing the final design in coordination with RGV911.

Any information provided by RGV911 or LRGVDC is furnished for convenience only and shall not be construed as a warranty or representation regarding the accuracy, completeness, or suitability of such information. Respondents and the selected consultant are responsible for conducting all necessary field investigations, site evaluations, surveys, engineering analyses, and verification of existing conditions required for the proper planning and design of the project.

The selected consultant shall identify any additional studies, investigations, testing, surveying, geotechnical analysis, environmental review, or other professional services necessary to support the development of the final design and construction documents.

PROJECT CONSIDERATIONS

The following considerations are provided to assist proposers in developing their approach, evaluating project feasibility, and understanding known project constraints and operational requirements:

- Existing groundwater monitoring wells and environmental monitoring points located within the project area
- Protection and accommodation of existing monitoring wells and environmental features during design and construction activities
- Existing overhead utility and power line clearances that may affect building placement, vehicle circulation, or construction activities
- Vehicle access, circulation, and maneuvering requirements associated with a sixty-foot (60') Multi-Agency Communications Center (MACC)
- Site security, controlled access, and asset protection requirements
- Drainage, grading, and stormwater management considerations
- Coordination with existing site utilities and infrastructure
- Flexibility to accommodate future operational, communications, and technology expansion needs
- Site constraints associated with existing property boundaries, easements, and surrounding infrastructure
- Development of a durable, low-maintenance facility suitable for emergency response operations
- Project scheduling considerations with a goal of achieving operational readiness as expeditiously as practical

These considerations are intended to provide preliminary guidance only. The selected firm shall be responsible for evaluating site conditions, identifying additional design constraints or opportunities, and developing recommendations that best support the long-term operational needs of RGV911.

CONCEPTUAL SITE LAYOUT AND FACILITY CONFIGURATION

A preliminary conceptual site layout has been developed by RGV911 to assist prospective firms in understanding the general operational objectives, site constraints, and anticipated facility configuration. The conceptual layout is provided for informational and planning purposes only and is not intended to represent a final design, engineering solution, or construction-ready plan.

The conceptual design depicts a secure drive-through shelter facility intended to house the District's Mobile Multi-Agency Communications Center (MACC) Unit and related emergency response assets. The concept generally illustrates a vehicle bay capable of accommodating the MACC, support storage areas, communications/network space, vehicle circulation patterns, controlled access points, and perimeter security features.

Key elements represented in the conceptual layout include:

- A drive-through building configuration designed to accommodate a sixty-foot (60') Mobile Multi-Agency Communications Center (MACC).
- Interior storage units for emergency response equipment and operational supplies.

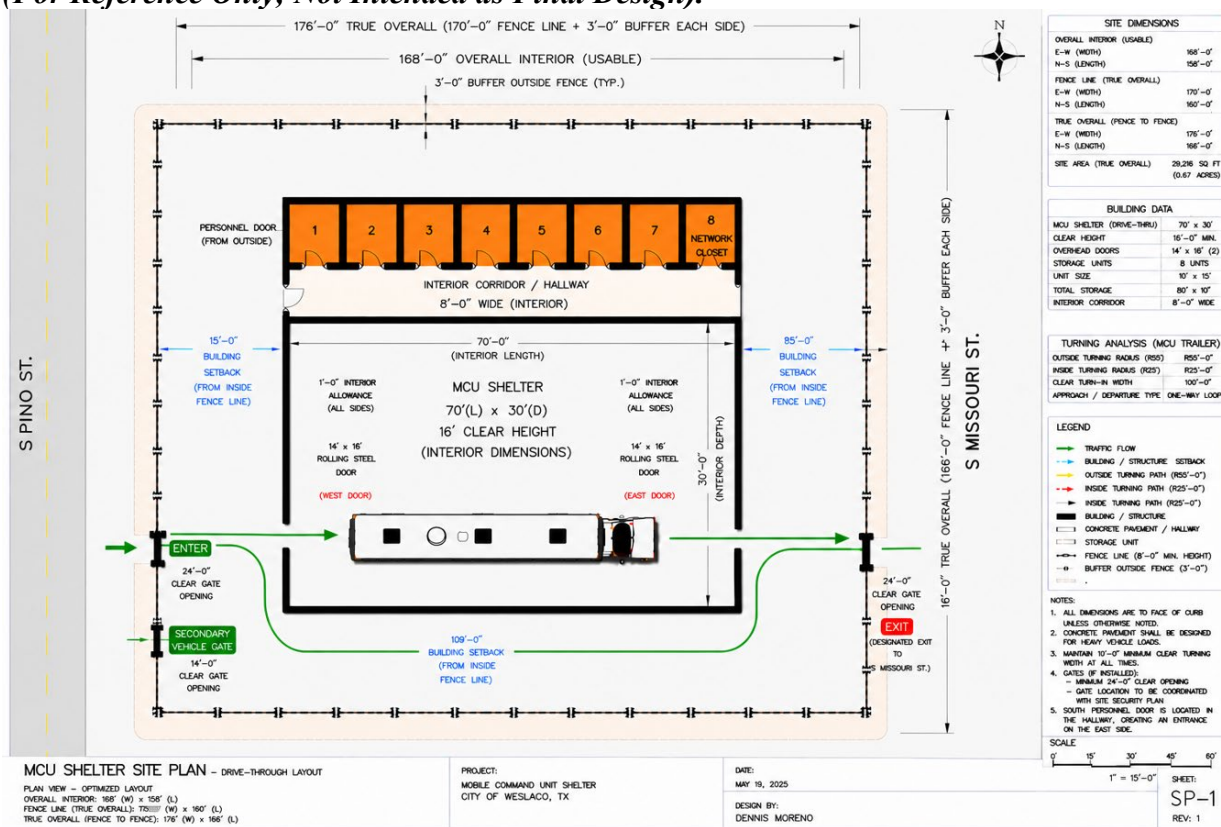
- Dedicated communications and network support space.
- Interior circulation corridor providing access to support areas.
- Secure perimeter fencing and controlled vehicle access gates.
- Designated vehicle entry and exit points.
- Preliminary vehicle circulation and turning movements for deployment operations.
- Building setbacks and site utilization concepts.
- Security and operational support features.

The conceptual layout was developed solely to communicate the District's current vision and operational objectives for the project. Proposers should not assume that the building dimensions, site configuration, storage layout, access points, circulation patterns, or other depicted features represent final requirements.

The selected Architectural and Engineering firm shall be responsible for evaluating site conditions, verifying operational requirements, analyzing vehicle circulation needs, assessing utility and drainage constraints, and developing final design recommendations. Firms are encouraged to provide professional insight regarding alternative layouts, building configurations, operational efficiencies, constructability considerations, future expansion opportunities, and other enhancements that may improve the overall functionality and long-term value of the facility.

RGV911 reserves the right to modify, expand, reduce, or otherwise revise any aspect of the conceptual design during the planning and design process based upon engineering analysis, operational needs, permitting requirements, budget considerations, and stakeholder input.

Figure 1. Preliminary Conceptual Site Layout – Mobile Communication Center Shelter Facility (For Reference Only; Not Intended as Final Design).



ANTICIPATED PROJECT SCHEDULE

RGV911 anticipates proceeding with the project in accordance with the following preliminary schedule. These dates are provided for planning purposes only and are subject to change at the sole discretion of RGV911.

Milestone	Anticipated Date
RFQ Release Date	June 03 rd , 2026
Deadline for Questions	June 17 th , 2026
SOQ Submission Deadline	June 24 th , 2026
Evaluation of Qualifications	June 26 th – June 30 th , 2026
Selection and Contract Negotiations	July 2026
Board Approval (A&E)	July 15 th , 2026
Preliminary Design and Site Evaluation	August 2026
Final Design and Construction Documents	August 2026
Permitting and Regulatory Review	September 2026
Construction Procurement	September 2026
Board Approval (Construction)	October 15 th , 2026
Construction Commencement	November 2026
Substantial Completion (Target)	December 2026
Operational Readiness (Target)	January 2027

RGV911 intends to advance the project on an expedited schedule and encourages respondents to identify any factors that may impact the project timeline. The selected firm will be expected to work collaboratively with the District to achieve project milestones and support the goal of operational readiness as soon as practicable.

INSTRUCTIONS & RESPONSIBILITIES

The Lower Rio Grande Valley Development Council (LRGVDC), on behalf of the Rio Grande Valley Emergency Communication District (RGV911), is soliciting Statements of Qualifications (SOQs) from qualified Architectural and Engineering (A/E) firms to provide professional planning, design, permitting, bidding support, and construction administration services for the development of the Mobile Multi-Agency Communications Center (MACC) Shelter Facility.

Respondents are encouraged to carefully review this RFQ, the anticipated scope of services, project requirements, and all attachments prior to preparing and submitting a Statement of Qualifications.

LRGVDC reserves the right to reject any or all submissions, waive minor irregularities, request clarification of submitted information, and negotiate with the highest-ranked qualified firm in accordance with applicable procurement requirements for professional architectural and engineering 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. Selection shall be based on demonstrated competence, qualifications, experience, and ability to perform the required services. Fee proposals shall not be submitted with the SOQ and will only be requested from the highest-ranked firm during contract negotiations.

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 firm's qualifications, technical expertise, relevant project experience, and understanding of the proposed MACC Shelter Facility project.

E. Reservation of Rights

LRGVDC and RGV911 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;
- 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 RGV911 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, RGV911, Board Members, consultants, or staff shall not be binding unless incorporated through a written 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 forms or certifications 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 the property of LRGVDC and may be subject to disclosure under the Texas Public Information Act, Texas Government Code Chapter 552. Respondents identifying information as proprietary or confidential shall clearly mark such information; however, LRGVDC reserves the right to determine whether such information is exempt from public disclosure.

J. Costs of Preparation

LRGVDC shall not be responsible for any costs incurred by respondents in the preparation, submission, presentation, interview process, or contract negotiations associated with this RFQ.

Proposer Responsibilities

A. Accuracy of Information

Respondents are responsible for 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 Project Requirements

Respondents shall demonstrate a full understanding of the project objectives, anticipated facility requirements, site conditions, applicable codes and standards, permitting requirements, and construction administration expectations associated with the proposed MACC Shelter Facility.

C. Project Schedule Commitment

The selected consultant shall demonstrate the ability and commitment to perform services in accordance with the anticipated Project Schedule located above, including required technical memorandums, interregional coordination, public meetings, draft plan development. Respondents acknowledge that the schedule may be change by the RGV911 other project requirements during the planning cycle.

D. Key Personnel Availability

Respondents shall identify the proposed Project Manager and key personnel who will be assigned to the project and shall ensure their availability throughout the duration of the project unless otherwise approved by LRGVDC and RGV911.

E. Subconsultants

Any proposed subconsultants shall be clearly identified along with their anticipated roles and responsibilities. The prime consultant shall remain fully responsible for all services performed under any resulting agreement.

F. Site Investigation

Respondents are responsible for becoming familiar with the project site, existing conditions, available utility information, environmental considerations, and other factors that may affect project design and construction. Failure to become familiar with project conditions shall not relieve the selected firm of its obligations under any resulting agreement.

G. Compliance with Applicable Laws and Requirements

The selected firm shall comply with all applicable federal, state, and local laws, regulations, codes, ordinances, permitting requirements, and professional licensing requirements applicable to the project.

H. Coordination Requirements

The selected firm shall coordinate closely with RGV911 representatives, utility providers, permitting agencies, contractors, and other stakeholders throughout the planning, design, bidding, and construction phases of the project to ensure successful project delivery.

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 expertise, project experience, and understanding of the requirements associated with the design and construction administration of the mobile Multi-Agency Communications Center (MACC) Shelter Facility.

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 Architectural and Engineering (A/E) services for the MACC Shelter Facility project;
- A statement confirming the firm's ability and commitment to perform the required services and meet project schedule requirements;
- Identification of the office location that will serve as the lead office for the project; 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 describing:

- The firm's background, areas of expertise, and years in business;
- Understanding of the project goals and objectives;
- Understanding of the operational requirements associated with housing and supporting a mobile Multi-Agency Communications Center (MACC) vehicle;
- Understanding of site development, utility, drainage, access, security, and communications infrastructure considerations;
- Understanding of applicable building codes, permitting requirements, and regulatory considerations; and
- The firm's approach to delivering a functional, resilient, and cost-effective facility.

Respondents should demonstrate how their experience and approach will contribute to the successful planning, design, and implementation of the MACC Shelter Facility.

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

4. Statement of Qualifications (SOQ) and Relevant Experience

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

- Experience with public sector facility design projects;
- Experience with emergency operations, public safety, communications, transportation, fleet, or similar operational facilities;
- Experience with secure vehicle storage facilities, maintenance facilities, operations centers, or emergency management facilities;
- Experience with projects funded through federal, state, or local governmental entities;
- Relevant licenses, certifications, and professional registrations; and
- Experience coordinating multidisciplinary design teams.

Include up to five (5) projects completed within the last ten (10) years that best demonstrate the firm's ability to perform services of similar scope and complexity.

For each project provide:

- Client name;
- Project location;
- Project description;
- Construction value;
- Dates of performance;
- Scope of services provided;
- 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;
- Professional licenses and registrations;
- Relevant project experience;
- Identification of any proposed subconsultants and their responsibilities; and
- Description of project management and staffing continuity procedures.

The Project Manager should demonstrate experience managing projects of similar scope, complexity, and public-sector requirements.

6. Project Schedule and Capacity

Provide a proposed project work plan and schedule demonstrating the firm's ability to complete the required services within the anticipated project timeframe.

The response should include:

- Major project tasks and sequencing;
- Proposed design schedule;
- Anticipated permitting schedule;
- Bid phase support timeline;
- Construction administration approach;
- Internal quality review procedures;
- Current workload and organizational capacity; and
- Ability to meet project milestones and deliverables.

Respondents shall describe how staffing, technical resources, and project management processes will be utilized to maintain schedule compliance throughout the project.

7. References

Provide a minimum of three (3) client references for projects of similar scope and complexity.

Include:

- Organization name;
- Contact person, Title;
- Telephone number, Email address; and
- Brief description of services performed.
- References should preferably involve governmental, public safety, emergency operations, communications, transportation, or similar facility projects.

8. Required Certifications and Forms

Respondents shall complete and submit all 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

To promote a fair, consistent, and efficient evaluation process, the Lower Rio Grande Valley Development Council (LRGVDC) and the Rio Grande Valley Emergency Communication District (RGV911) require all respondents to submit the attachments identified below as part of their Statement of Qualifications (SOQ).

Respondents shall complete and submit all applicable attachments in the order listed below. Each attachment shall be clearly labeled with its corresponding attachment number and title. Failure to provide required forms, certifications, acknowledgments, or supporting documentation may result in the SOQ being determined non-responsive and removed from further consideration.

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:** For Attachment No. 4 (Vendor Responsibility Questionnaire) and Attachment No. 14 (Conflict of Interest Questionnaire), respondents shall answer all questions completely and accurately. If a question does not apply, indicate “Not Applicable” or “N/A,” as appropriate. All required signatures, certifications, and dates shall be included.*

Submission Reminder:

All required attachments shall be fully completed, signed where applicable, and submitted with the SOQ package. Respondents are responsible for ensuring that all forms are accurate and complete at the time of submission.

SOQs that omit required attachments, contain incomplete information, lack required signatures, or fail to provide required certifications may be considered non-responsive and may not be evaluated further.

Availability of Forms:

All required attachments, forms, certifications, and templates will be included as part of the RFQ package and made available through the LRGVDC Procurement webpage:

<https://www.lrgvdc.org/procurement.html>

Respondents are encouraged to periodically review the webpage for addenda, updates, and additional information related to this solicitation.

EVALUATION CRITERIA

Statements of Qualifications (SOQs) 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) on behalf of the Rio Grande Valley Emergency Communication District (RGV911).

Evaluation will be based on the respondent's demonstrated qualifications, technical expertise, experience, project understanding, and capacity to successfully provide professional Architectural and Engineering (A/E) services for the planning, design, permitting, bidding, and construction support of the mobile Multi-Agency Communications Center (MACC) Shelter Facility.

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 contained in a submission and to contact references or other entities familiar with the respondent's performance.

1. Qualifications and Relevant Experience (40 Points)

SOQs will be evaluated based on the firm's demonstrated qualifications and experience providing Architectural and Engineering services for facilities of similar scope, complexity, and purpose.

A. Qualifications of Firm and Key Personnel (15 Points)

Evaluation will consider the overall qualifications of the firm and proposed project team, including:

- Experience providing architectural and engineering services for public sector, emergency management, public safety, transportation, communications, or similar facilities.
- Qualifications, professional registrations, certifications, and experience of key personnel proposed for the project.

- Experience of the project manager and discipline leads responsible for architectural, civil, structural, mechanical, electrical, and plumbing design.
- Demonstrated experience managing multidisciplinary design teams.
- Availability of staff and adequacy of resources necessary to successfully complete the project.

B. Technical Capability and Necessary Skills (15 Points)

Evaluation will consider the firm's technical capabilities and ability to perform the required services, including:

- Experience with site development, drainage analysis, grading, utility coordination, and infrastructure design.
- Experience designing secure facilities, emergency operations facilities, communications facilities, vehicle storage facilities, or similar structures.
- Capability to provide architectural, civil, structural, mechanical, electrical, and plumbing engineering services.
- Experience preparing complete construction documents, technical specifications, and cost estimates.
- Quality assurance and quality control procedures utilized to ensure accurate and complete deliverables.

C. Project Understanding and Approach (10 Points)

Evaluation will consider the firm's understanding of the project and proposed approach, including:

- Understanding of the intended use and operational requirements of the MCC Shelter Facility.
- Understanding of site development considerations, emergency response operations, vehicle access requirements, and facility functionality.
- Demonstrated ability to identify potential design challenges and propose practical solutions.
- Understanding of applicable codes, permitting requirements, and regulatory considerations.

2. Past Performance and Project Delivery (30 Points)

SOQs will be evaluated based on the firm's past performance and demonstrated ability to successfully complete similar projects.

A. Successful Delivery of Comparable Projects (15 Points)

Evaluation will consider the respondent's record of completing similar projects, including:

- Successful completion of comparable facility design projects.
- Ability to maintain project schedules and meet milestones.
- Effectiveness of project management practices.
- Ability to coordinate with clients, contractors, regulatory agencies, and stakeholders.
- Demonstrated ability to manage projects from planning through construction completion.

B. References and Prior Client Satisfaction (15 Points)

References may be evaluated based on:

- Quality and completeness of design services provided.
- Responsiveness and communication throughout the project.
- Ability to remain within project schedules and budgets.
- Professionalism and collaboration with project stakeholders.

- Overall client satisfaction and willingness to recommend the firm for similar projects.

LRGVDC reserves the right to contact references and other entities familiar with the respondent's performance.

3. Capacity to Perform and Professional Responsibility (30 Points)

SOQs will be evaluated based on the firm's ability to sustain and successfully complete the project throughout its duration.

A. Capacity and Resources (15 Points)

Evaluation will consider:

- Availability of personnel and technical resources.
- Current workload and ability to dedicate sufficient staff to the project.
- Organizational capability to complete all required services within anticipated project schedules.
- Availability of specialized consultants or subconsultants, if applicable.

B. Professional Responsibility and Compliance History (15 Points)

Evaluation will consider:

- History of satisfactory contract performance.
- Compliance with applicable laws, regulations, licensing requirements, and professional standards.
- Demonstrated integrity, accountability, and ethical business practices.
- History of litigation, contract disputes, regulatory findings, or performance issues that may materially affect the firm's ability to perform the required services.
- Compliance with insurance, certification, and disclosure requirements.

Evaluation Summary

Each Statement of Qualifications will be evaluated based on a total of 100 points. Firms will be ranked in order of highest cumulative score. In accordance with the Texas Professional Services Procurement Act (Texas Government Code Chapter 2254), the highest-ranked qualified firm will be selected for contract negotiations. Professional fees will not be considered as part of the evaluation criteria.

Should negotiations fail to result in a fair and reasonable agreement, LRGVDC reserves the right to terminate negotiations and proceed to the next highest-ranked qualified firm in order of ranking until a satisfactory agreement is reached.

SCORING

Each Statement of Qualifications (SOQ) submitted in response to this Request for Qualifications (RFQ) will be evaluated by an evaluation committee using the criteria and point values identified herein, for a maximum possible score of one hundred (100) points.

SOQs will be ranked based on the firm's demonstrated qualifications, relevant experience, technical expertise, project understanding, past performance, and capacity to successfully provide the professional Architectural and Engineering (A/E) services required for the planning, design, permitting, bidding, and construction administration of the mobile Multi-Agency Communications Center (MACC) Shelter Facility.

This procurement is being conducted in accordance with Qualifications-Based Selection (QBS) procedures applicable to Architectural and Engineering services. As such, firms will be evaluated

and ranked solely on qualifications and demonstrated competence. Pricing or fee proposals are not requested as part of this RFQ and will not be considered during the evaluation process.

The Rio Grande Valley Emergency Communication District (RGV911), through the Lower Rio Grande Valley Development Council (LRGVDC), reserves the right to interpret and weigh evaluation scores in consideration of the overall best interests of the project and the qualifications of the responding firms. Following evaluation and ranking, the highest-ranked firm may be invited to enter into negotiations for a detailed scope of services and fair and reasonable compensation. If a satisfactory agreement cannot be reached, negotiations may be terminated and initiated with the next highest-ranked firm.

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

Evaluation Criteria	Available Points
Qualifications and Relevant Experience	40
Past Performance and Project Delivery	30
Capacity to Perform and Professional Responsibility	30
Total Points	100

ELIGIBILITY FOR AWARD

Award

To be eligible for award, a respondent's Statement of Qualifications (SOQ) must be determined by the Lower Rio Grande Valley Development Council (LRGVDC), on behalf of the Rio Grande Valley Emergency Communication District (RGV911), to be both responsive and responsible.

A responsive SOQ 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, attachments, and supporting documentation. SOQs 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 removed from further consideration.

A responsible respondent is one that, in the judgment of the LRGVDC, possesses the demonstrated integrity, qualifications, experience, organizational capacity, financial resources, technical expertise, staffing resources, and ability necessary to successfully perform the required Architectural and Engineering (A/E) services associated with the planning, design, permitting, bidding, construction administration, and project closeout of the mobile Multi-Agency Communications Center (MACC) Shelter Facility.

Selection under this RFQ shall be conducted in accordance with the Qualifications-Based Selection (QBS) requirements of Texas Government Code Chapter 2254. Accordingly, respondents shall be evaluated and ranked solely on the basis of demonstrated competence, qualifications, and experience necessary to perform the required professional services. Pricing or fee information shall not be requested, submitted, or considered as part of the evaluation and ranking process.

Following completion of the evaluation process, the highest-ranked respondent may be invited to enter into negotiations with the LRGVDC and RGV911 for the development of a mutually acceptable scope of services and a fair and reasonable compensation agreement. Negotiations may include discussions regarding project approach, staffing, schedule, deliverables, project phases, reimbursable expenses, and other contract terms deemed necessary for successful project implementation.

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

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

Submission of an SOQ constitutes the respondent'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 RGV911 and the public safety interests of the region.

Right to Reject or Cancel

The LRGVDC reserves the right to reject any or all SOQs, waive minor informalities or irregularities, request clarification or supplemental information from respondents, and cancel, revise, or reissue this RFQ, in whole or in part, whenever such action is determined to be in the best interest of the LRGVDC, RGV911, or the project.

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 respondent for costs incurred in the preparation or submission of an SOQ.

Nothing contained herein shall obligate the LRGVDC or RGV911 to award a contract or enter into negotiations with any respondent.

Notice of Intent to Award and Protest Period

Following completion of the evaluation, ranking, and selection process, the LRGVDC intends to issue a Notice of Intent to Award identifying the highest-ranked respondent with whom contract negotiations are anticipated to commence. All respondents will be notified in writing of the selection outcome.

Any respondent seeking to protest the recommended selection 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 RFQ, state the specific grounds for protest, include supporting documentation, and identify the relief requested.

The filing of a protest shall not automatically suspend or delay the procurement process unless determined necessary by the LRGVDC. Protests shall be reviewed in accordance with the LRGVDC Procurement Policies and Procedures and any applicable federal, state, or local requirements. The determination of the Executive Director or authorized 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 Request for Qualifications (RFQ).

Qualified HUB firms are encouraged to submit Statements of Qualifications (SOQs) as prime consultants or to participate as subconsultants as part of a project team. LRGVDC supports the inclusion of HUB firms in the delivery of architectural, engineering, surveying, geotechnical, environmental, construction administration, specialty consulting, and other professional services that may be required for the successful completion of the Mobile Agency Communication Center (MACC) Shelter Facility project.

Each respondent shall submit a HUB Participation Statement identifying whether the firm is a State of Texas certified HUB. If subcontractors or subconsultants are proposed, the respondent shall identify any HUB-certified firms anticipated to participate in the project and describe the nature of the services to be provided.

Respondents are encouraged to make good-faith efforts to identify and utilize qualified HUB firms where practical and appropriate. If no HUB participation is proposed, respondents may provide a brief explanation of the efforts undertaken to identify potential HUB participation opportunities.

HUB participation will not be used as the sole basis for selection; however, demonstrated efforts to include qualified HUB firms may be considered as part of the overall evaluation of qualifications, consistent with applicable laws, regulations, and funding requirements.

LRGVDC reserves the right to request additional documentation regarding HUB certification status and proposed participation and may monitor HUB utilization throughout the duration of any resulting contract.

Required HUB-related forms are included in the RFQ Forms and Attachments package and shall be completed and submitted with the Statement of Qualifications.

GENERAL TERMS AND CONDITIONS

The issuance of this Request for Qualifications (RFQ) and the receipt of Statements of Qualifications (SOQs) does not commit or obligate the Lower Rio Grande Valley Development Council (LRGVDC), acting on behalf of the Rio Grande Valley Emergency Communication District (RGV911), 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 governing authority.

LRGVDC reserves the right to reject any or all SOQs, waive minor informalities or irregularities, request clarification or additional information from any respondent, cancel this RFQ in whole or in part, reissue the solicitation, or take any other action deemed to be in the best interest of LRGVDC and RGV911. LRGVDC further reserves the right to revise the solicitation schedule, extend submission deadlines, conduct interviews, request presentations, or terminate the procurement process at any time due to funding considerations, project modifications, insufficient competition, or other circumstances deemed necessary by LRGVDC.

This solicitation is being conducted in accordance with Qualifications-Based Selection (QBS) procedures applicable to the procurement of Architectural and Engineering (A/E) services. Selection shall be based on demonstrated competence, qualifications, experience, and the ability to successfully perform the required services. Cost or pricing information shall not be considered during the initial evaluation and ranking of qualifications unless otherwise authorized by applicable law or procurement requirements.

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

If subcontractors or subconsultants are proposed, the respondent shall identify each entity in its SOQ and provide a description of the services to be performed, qualifications, and area of expertise. LRGVDC reserves the right to review, approve, or reject any proposed subcontractor or subconsultant during the evaluation, negotiation, or contract administration process.

Nothing in this RFQ shall prohibit the selected consultant from utilizing approved specialty consultants or technical subconsultants as necessary to successfully complete the project, provided such arrangements are disclosed to and approved by LRGVDC.

All materials submitted in response to this RFQ shall become the property of LRGVDC and may be subject to disclosure in accordance with the Texas Public Information Act, Chapter 552, Texas Government Code. Respondents seeking protection of proprietary or confidential information shall clearly identify such information in their submission; however, LRGVDC makes no guarantee that any information will be exempt from public disclosure.

The selected consultant shall be required to comply with all applicable federal, state, and local laws, regulations, codes, and requirements, including professional licensing requirements applicable to the practice of architecture and engineering within the State of Texas. The consultant shall also comply with any applicable grant, funding, procurement, or regulatory requirements associated with the project.

Any contract award resulting from this RFQ, including the continuation, amendment, or expansion of services, shall be contingent upon the availability of project funding and all required approvals by RGV911, LRGVDC, and any applicable federal, state, or local funding agencies. LRGVDC reserves the right to modify the scope of services, negotiate additional tasks, suspend work, or terminate negotiations if project funding, project priorities, site conditions, or regulatory requirements change.

LRGVDC reserves the right to negotiate with the highest-ranked qualified firm regarding scope, schedule, fees, staffing, and contract terms. If an agreement cannot be successfully negotiated with the highest-ranked firm, LRGVDC may terminate negotiations and proceed to negotiate with the next highest-ranked qualified firm, consistent with applicable Qualifications-Based Selection procedures.

The selected consultant shall not assign, transfer, convey, or otherwise dispose of any resulting contract or any portion thereof without the prior written consent of LRGVDC.

Submission of an SOQ constitutes acknowledgment and acceptance by the respondent of all terms, conditions, and requirements contained within this RFQ unless specific exceptions are clearly identified within the submission.

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 Valley Emergency Communication District (RGV911), or any participating governmental entity.

The Consultant shall retain sole responsibility for the manner and means of performing the services, including the supervision and compensation of its employees, subcontractors, and subconsultants; payment of applicable taxes; provision of employee benefits; maintenance of required insurance coverage; and compliance with all applicable federal, state, and local laws, regulations, and professional licensing requirements.

Nothing contained in this RFQ or any resulting agreement shall be construed to create an employer-employee relationship, partnership, joint venture, fiduciary relationship, or agency relationship between LRGVDC, RGV911, and the Consultant or any of its employees, subcontractors, subconsultants, or representatives.

The Consultant shall have no authority to bind, obligate, contract for, or otherwise make commitments on behalf of LRGVDC or RGV911 unless expressly authorized in writing by an authorized representative.

The Consultant shall be solely responsible for the professional acts, errors, omissions, and performance of its employees, subcontractors, subconsultants, and other representatives engaged in the performance of services under any resulting agreement..

Insurance Requirements

The selected Consultant shall, at its sole cost and expense, procure and maintain insurance coverage from insurance companies authorized to conduct business in the State of Texas and having an A.M. Best rating of A- or better, or otherwise acceptable to the Lower Rio Grande Valley Development Council (LRGVDC), throughout the term of any resulting agreement. LRGVDC reserves the right to modify insurance requirements during contract negotiations based upon the final scope of services, project funding requirements, risk exposure, or applicable federal, state, or local requirements.

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

1. Commercial General Liability Insurance

Commercial General Liability Insurance covering bodily injury, personal injury, property damage, products/completed operations, contractual liability, and independent contractors with limits of not less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate

2. Automobile Liability Insurance

Automobile Liability Insurance covering all 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

Workers' Compensation Insurance shall be maintained in accordance with the requirements of the Texas Workers' Compensation Act.

Employer's Liability coverage shall be maintained 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 Insurance covering negligent acts, errors, omissions, professional services, architectural services, engineering services, design activities, technical analyses, and construction administration services performed under the agreement with limits of not less than:

- \$1,000,000 Each Claim
- \$2,000,000 Aggregate

Such coverage shall be maintained throughout the term of the agreement and for a period of not less than three (3) years following final completion of services, whether through continued coverage or an extended reporting period.

5. Cyber Liability Insurance

If the Consultant will have access to communications infrastructure information, network systems, facility security systems, emergency operations information, GIS data, electronic records, or other sensitive information, LRGVDC reserves the right to require Cyber Liability Insurance with limits of not less than:

- \$1,000,000 Per Claim

Coverage should include protection against:

- Data breaches
- Cyber incidents
- Ransomware attacks
- Privacy violations
- Electronic data loss
- Unauthorized access to protected information

Additional Insured

To the extent permitted by law and commercially available, the Commercial General Liability and Automobile Liability policies shall name the Lower Rio Grande Valley Development Council (LRGVDC), the Rio Grande Valley Emergency Communication District (RGV911), and their respective officers, officials, employees, and agents as Additional Insureds.

Primary and Non-Contributory Coverage

Insurance maintained by the Consultant shall be primary and non-contributory with respect to any insurance maintained by LRGVDC or RGV911.

Waiver of Subrogation

To the extent permitted by law, the Consultant shall obtain a waiver of subrogation in favor of LRGVDC and RGV911 for all insurance coverage required under the agreement.

Certificates of Insurance

The Consultant shall furnish Certificates of Insurance evidencing the required coverage prior to execution of the agreement and upon renewal of any required policy during the contract term. Upon request, the Consultant shall provide copies of applicable policy endorsements demonstrating compliance with the requirements of this section.

Notice of Cancellation or Material Change

The Consultant shall provide written notice to LRGVDC of any cancellation, non-renewal, lapse, or material reduction in required insurance coverage in accordance with the provisions of the applicable insurance policy.

Construction Phase Services Limitation

The Consultant's construction phase services, including site visits, inspections, observations, review of contractor submittals, review of payment applications, recommendations regarding project progress, and other construction administration services, are performed solely for the purpose of determining general compliance with the contract documents.

Such services shall not relieve the construction contractor of responsibility for construction means, methods, techniques, sequences, procedures, safety precautions, site security, temporary protections, or compliance with applicable laws, regulations, permits, and safety requirements. The Consultant shall not have control over or responsibility for the contractor's means, methods, techniques, sequences, procedures, or safety programs.

Failure to Maintain Coverage

Failure to procure, maintain, or provide evidence of the required insurance coverage may constitute grounds for suspension of services, withholding of payment, termination of the agreement, or any other remedy available to LRGVDC under the agreement or applicable law.

Subcontractor Privity

The Lower Rio Grande Valley Development Council (LRGVDC) and the Rio Grande Valley Emergency Communication District (RGV911) shall have no contractual relationship or privity of contract with any subcontractor, subconsultant, supplier, vendor, or lower-tier entity engaged by the Consultant in the performance of services under this RFQ or any resulting agreement.

The Consultant shall remain solely responsible for the selection, management, supervision, coordination, and payment of all subcontractors, subconsultants, suppliers, and lower-tier entities engaged in the performance of services and shall ensure that all work is performed in accordance with the 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 LRGVDC, RGV911, and any subcontractor, subconsultant, supplier, or lower-tier entity. No subcontractor, subconsultant, supplier, or lower-tier entity shall have any contractual rights against LRGVDC or RGV911 arising from the agreement.

The Consultant shall remain fully responsible and liable to LRGVDC and RGV911 for the acts, omissions, performance, compliance, and conduct of its subcontractors, subconsultants, suppliers, and lower-tier entities to the same extent as if such services were performed directly by the Consultant.

The Consultant shall coordinate and be responsible for all professional services performed by its subcontractors and subconsultants, including the integration and compatibility of architectural, engineering, surveying, geotechnical, communications, and other technical disciplines associated with the project.

All subcontractors and subconsultants performing professional services requiring licensure under Texas law shall maintain all licenses, registrations, certifications, and professional qualifications required for the services being performed.

Approval by LRGVDC or RGV911 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 LRGVDC..

Key Personnel and Staff Substitutions

The qualifications, experience, and availability of key personnel identified in the Respondent's Statement of Qualifications (SOQ) are material factors in the evaluation, ranking, and selection process. Accordingly, the selected Consultant shall assign the key personnel identified in its SOQ to perform the services contemplated under any resulting agreement.

For purposes of this provision, "Key Personnel" shall include the Project Manager, Principal-in-Charge, Lead Architect, Lead Engineers, discipline leads, and any other personnel specifically identified in the Consultant's SOQ as being essential to the successful performance of the project.

The Consultant shall not remove, replace, reassign, or materially reduce the involvement of any Key Personnel without the prior written approval of the Lower Rio Grande Valley Development Council (LRGVDC).

The Consultant shall notify LRGVDC in writing within five (5) business days after becoming aware that any Key Personnel may become unavailable, resign, retire, be reassigned, or otherwise be unable to continue performing project duties.

Any request for substitution shall be submitted in writing and shall include:

1. The reason for the proposed substitution;
2. The qualifications and experience of the proposed replacement;
3. A resume and professional credentials of the proposed replacement; and
4. Documentation demonstrating that the proposed replacement possesses qualifications and experience substantially equivalent to or greater than those represented in the original SOQ.

LRGVDC reserves the right to approve or reject any proposed substitution if it determines that the replacement does not possess qualifications, experience, availability, or expertise comparable to the individual originally proposed.

In circumstances where immediate staffing changes are necessary due to resignation, illness, death, termination, or other unforeseen events, the Consultant may assign temporary personnel to maintain project continuity pending LRGVDC review and approval of a permanent replacement.

Any unauthorized substitution or reassignment of Key Personnel may be considered a material breach of the agreement and may constitute grounds for corrective action, withholding of payment, termination of the agreement, or other remedies available under law..

Assignment and Transfer Restrictions

The Consultant shall promptly notify LRGVDC in writing of any proposed merger, acquisition, sale, change in controlling ownership, corporate restructuring, or other material change that may affect the Consultant's ability to perform the services required under the agreement.

LRGVDC reserves the right to review any such change and determine, in its sole discretion, whether continuation of the agreement remains in the best interests of LRGVDC and the Rio Grande Valley Emergency Communication District (RGV911).

Nothing in this provision shall prohibit the Consultant from utilizing subcontractors or subconsultants that were identified in its Statement of Qualifications (SOQ) or subsequently approved by LRGVDC in accordance with the terms of the agreement.

No approved assignment, delegation, subcontract, transfer, or other arrangement shall relieve the Consultant of any responsibility, obligation, liability, representation, or warranty under the agreement. The Consultant shall remain fully responsible for the performance of all services and for the acts and omissions of its employees, subcontractors, subconsultants, affiliates, successors, and assigns.

Any unauthorized assignment, transfer, delegation, or material change affecting the Consultant's ability to perform the services may constitute grounds for suspension of services, termination of the agreement, or other remedies available under law.

Terms and Conditions Attached to Response

Any additional, inconsistent, conflicting, or supplemental terms and conditions submitted by a Respondent, whether contained in a cover letter, transmittal letter, attachment, appendix, standard agreement form, proposal document, website reference, or any other document incorporated into the Statement of Qualifications (SOQ), shall not be binding upon the Lower Rio Grande Valley Development Council (LRGVDC) unless expressly accepted in writing by LRGVDC.

Submission of an SOQ in response to this RFQ constitutes acknowledgment and acceptance that the terms, conditions, requirements, and specifications contained in this RFQ shall govern the procurement process and any resulting negotiations unless otherwise modified by written agreement between the parties.

LRGVDC reserves the right to reject any proposed exception to the requirements of this RFQ, request clarification regarding proposed exceptions, negotiate acceptable modifications, or determine that a response containing material exceptions is non-responsive and ineligible for further consideration.

In the event of any conflict between the terms of this RFQ and any terms submitted by a Respondent, the provisions of this RFQ shall control unless expressly modified by a written agreement executed by authorized representatives of the parties.

Indemnification

TO THE EXTENT PERMITTED BY TEXAS LAW, THE CONSULTANT SHALL INDEMNIFY, PROTECT, AND HOLD HARMLESS THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (LRGVDC), THE RIO GRANDE VALLEY EMERGENCY COMMUNICATION DISTRICT (RGV911), AND THEIR RESPECTIVE OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OMISSIONS, RECKLESSNESS, OR WILLFUL MISCONDUCT OF THE CONSULTANT, ITS EMPLOYEES, SUBCONSULTANTS, SUBCONTRACTORS, AGENTS, OR OTHER PERSONS FOR WHOM THE CONSULTANT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF SERVICES UNDER THE AGREEMENT.

The Consultant's obligations under this provision shall include claims arising from bodily injury, sickness, disease, death, property damage, professional negligence, violations of applicable laws or regulations, or other damages resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of the Consultant or those acting on its behalf.

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

Nothing contained in this RFQ or any resulting agreement shall be construed as requiring the Consultant to indemnify, defend, or hold harmless LRGVDC or RGV911 from claims arising from the negligence, misconduct, or wrongful acts of LRGVDC, RGV911, or their respective officers, officials, employees, or agents.

Nothing contained herein shall be construed as creating any obligation on the part of LRGVDC or RGV911 to indemnify, defend, or hold harmless any party, nor shall this provision be construed as a waiver of any governmental immunity, sovereign immunity, official immunity, statutory protection, defense, limitation of liability, or other right available under applicable law.

The obligations contained in this section shall survive completion, expiration, or termination of the agreement to the extent permitted by law.

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 governmental requirements applicable to the performance of services under this RFQ and any resulting agreement.

The Consultant shall maintain all licenses, registrations, certifications, and professional qualifications required under the laws of the State of Texas to perform the services contemplated by this procurement. All architectural, engineering, surveying, and other professional services requiring licensure shall be performed under the responsible charge of individuals duly licensed and authorized to practice in the State of Texas.

The Consultant shall perform all services in accordance with applicable building codes, fire and life safety codes, accessibility requirements, permitting requirements, environmental regulations, and professional standards of care applicable to the project. Such requirements may include, as applicable:

- International Building Code (IBC);
- International Fire Code (IFC);
- National Fire Protection Association (NFPA) standards;
- Americans with Disabilities Act (ADA);
- Texas Accessibility Standards (TAS);
- Applicable local building, zoning, drainage, utility, and development regulations; and
- Other laws, regulations, codes, and standards applicable to the project.

The Consultant shall obtain, prepare, assist with, or support the acquisition of permits, approvals, reviews, and regulatory clearances required for the performance of professional services to the extent required by the resulting agreement.

The Consultant shall comply with all applicable grant, funding, procurement, reporting, recordkeeping, and regulatory requirements associated with the project, including any requirements imposed by federal, state, regional, or local funding agencies.

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 LRGVDC or RGV911 with documentation reasonably necessary to demonstrate compliance with applicable laws, regulations, licensing requirements, certifications, permits, or funding requirements.

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

Governing Law and Venue

This 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, proceeding, or dispute arising out of or relating to this RFQ, the procurement process, or any resulting agreement shall lie exclusively in a court of competent jurisdiction located in **Hidalgo County, Texas**, unless venue is otherwise required by applicable state or federal law.

Nothing contained in this RFQ, any resulting agreement, or any action taken by the Lower Rio Grande Valley Development Council (LRGVDC) or the Rio Grande Valley Emergency Communication District (RGV911) shall be construed as:

1. A waiver of governmental immunity, sovereign immunity, official immunity, or any other immunity available under federal or Texas law;
2. Consent to suit beyond that expressly authorized by law;
3. Consent to liability beyond that expressly authorized by law;
4. Consent to binding arbitration, mediation, or alternative dispute resolution procedures unless expressly agreed to in writing by LRGVDC; or
5. A waiver of any defense, limitation of liability, privilege, statutory protection, or remedy available to LRGVDC or RGV911.

LRGVDC and RGV911 expressly reserve all rights, defenses, immunities, privileges, and protections available under applicable federal and state law.

Antitrust Affirmation

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

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

Nothing in this provision shall prohibit lawful joint ventures, teaming arrangements, partnerships, subcontracting relationships, or subconsultant arrangements that are fully disclosed in the Respondent's submission.

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

Dealings with Public Servant

By submitting a Statement of Qualifications (SOQ) in response to this RFQ, the Respondent represents and warrants that neither the Respondent nor any person acting on its behalf has offered, given, solicited, or agreed to give any gift, gratuity, favor, employment opportunity, compensation, loan, entertainment, service, or other thing of value to any officer, employee, Board member, evaluation committee member, agent, or representative of the Lower Rio Grande Valley Development Council (LRGVDC), the Rio Grande Valley Emergency Communication District (RGV911), or any other public servant in connection with this solicitation.

The Respondent further certifies that it shall not engage in any conduct intended to improperly influence the procurement process, evaluation, ranking, negotiations, contract award, or administration of any resulting agreement.

The Respondent shall immediately disclose to LRGVDC any actual or potential violation of this provision that becomes known during the procurement process.

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

Nothing in this provision shall be construed as permitting any conduct prohibited by applicable federal, state, or local ethics laws, regulations, or policies.

Public Information Act

The Lower Rio Grande Valley Development Council (LRGVDC) is subject to the Texas Public Information Act (Texas Government Code, Chapter 552). Information submitted to LRGVDC in response to this RFQ, including Statements of Qualifications (SOQs), supporting documentation, correspondence, evaluation materials, and any resulting contract or agreement, may be subject to public disclosure in accordance with applicable law.

If a Respondent believes that any portion of its submission contains confidential, proprietary, trade secret, or commercially sensitive information exempt from disclosure, the Respondent shall clearly identify and mark such information and provide the legal basis supporting the claimed exemption from disclosure. Blanket claims of confidentiality shall not be sufficient.

The Respondent acknowledges that LRGVDC is not responsible for asserting legal arguments on behalf of the Respondent and makes no representation, warranty, or guarantee that information designated by the Respondent as confidential or proprietary will be withheld from disclosure.

To the extent required by law, LRGVDC may notify the Respondent of a request for information that includes materials the Respondent has identified as confidential or proprietary. The Respondent shall be solely responsible for asserting any applicable exceptions to disclosure and responding to any request for a ruling from the Office of the Attorney General of Texas.

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

The Respondent further acknowledges that any resulting contract, contract amendments, payment records, and other information relating to the expenditure of public funds may be subject to disclosure under applicable law.

Confidentiality of Sensitive Information

The Consultant acknowledges that, in the performance of services under any resulting agreement, it may receive, access, create, review, or maintain confidential, sensitive, proprietary, security-related, or otherwise non-public information belonging to the Lower Rio Grande Valley Development Council (LRGVDC), the Rio Grande Valley Emergency Communication District (RGV911), participating governmental entities, emergency response agencies, contractors, utilities, or other project stakeholders.

Such information may include, but is not limited to:

- Facility security information;
- Communications and network infrastructure information;
- Access control and surveillance system information;
- Emergency operations and continuity planning information;
- Critical infrastructure information;
- Electronic records and databases;
- Site security assessments;
- Technical drawings, plans, specifications, and reports containing security-sensitive information; and
- Other information designated as confidential or otherwise protected by law.

The Consultant shall exercise reasonable care and industry-standard safeguards to protect such information from unauthorized access, disclosure, misuse, alteration, loss, theft, or destruction.

The Consultant shall not disclose, publish, reproduce, distribute, or otherwise make available any confidential or sensitive information except:

1. As necessary for the performance of services under the agreement;
2. As authorized in writing by LRGVDC or RGV911;
3. To approved subcontractors or subconsultants with a legitimate need to know and who are subject to equivalent confidentiality obligations; or
4. As otherwise required by applicable law.

The Consultant shall implement reasonable administrative, physical, and technical safeguards to protect electronic and hard-copy information and shall promptly notify LRGVDC of any actual or suspected unauthorized disclosure, security incident, data breach, or compromise involving project-related information.

Nothing contained in this provision shall be construed to limit, impair, or prevent LRGVDC from complying with the Texas Public Information Act, court orders, subpoenas, or other legal disclosure obligations. LRGVDC shall retain sole authority to determine its obligations regarding the disclosure of public records.

The Consultant shall ensure that its employees, subcontractors, subconsultants, and agents comply with the requirements of this provision.

The obligations contained in this section shall survive completion, expiration, or termination of the agreement.

Excess Obligations Prohibited / Funding Contingency

Any contract resulting from this RFQ is contingent upon the availability of sufficient funds, appropriations, grants, reimbursements, and other funding sources legally available to the Lower Rio Grande Valley Development Council (LRGVDC) and the Rio Grande Valley Emergency Communication District (RGV911) for the performance of the project.

Nothing contained in this RFQ or any resulting agreement shall be construed as creating an obligation of LRGVDC or RGV911 in excess of funds that have been lawfully appropriated, allocated, awarded, budgeted, or otherwise made available for the project.

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

1. Modify or reduce the scope of services;
2. Suspend performance of all or a portion of the work;
3. Delay project schedules, milestones, or deliverables;
4. Negotiate modifications to tasks, budgets, or project phases; or
5. Terminate the agreement, in whole or in part.

In such circumstances, the Consultant shall be entitled only to payment for services satisfactorily performed and accepted by LRGVDC prior to the effective date of any suspension, reduction, or termination. The Consultant shall not be entitled to anticipatory profits, lost opportunity costs, consequential damages, or compensation for services not performed.

Nothing in this provision shall be construed as guaranteeing any minimum amount of work, compensation, future funding, or future project phases beyond those specifically authorized by LRGVDC.

LRGVDC reserves the right to negotiate additional phases, services, task orders, amendments, or supplemental work if additional funding becomes available and such services remain within the general scope of the original procurement.

Additional Services and Contract Amendments

The Lower Rio Grande Valley Development Council (LRGVDC) reserves the right to negotiate additional services, task orders, amendments, modifications, supplemental work, or additional project phases 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:

- Supplemental architectural or engineering services;
- Additional site evaluations or investigations;
- Geotechnical, surveying, environmental, or utility coordination services;
- Design revisions requested by LRGVDC or RGV911;
- Additional permitting or regulatory coordination;
- Bid phase or procurement support services;
- Additional construction administration or inspection services;
- Post-construction, warranty, or closeout services; and
- Other services reasonably related to the successful completion of the project.

No additional services shall be performed, and no additional compensation shall be due, unless authorized in writing by LRGVDC through a fully executed amendment, task order, change authorization, or other written instrument approved by the appropriate authority.

The Consultant acknowledges that performance of services without prior written authorization shall be at the Consultant's sole risk and expense, and LRGVDC shall have no obligation to compensate the Consultant for unauthorized work.

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

State Auditor's Right to Audit

The Respondent acknowledges that any resulting agreement may be funded in whole or in part through local, state, federal, grant, or other public funding sources and may therefore be subject to audit, examination, monitoring, inspection, investigation, or review by authorized governmental entities.

The selected Consultant shall provide the Lower Rio Grande Valley Development Council (LRGVDC), the Rio Grande Valley Emergency Communication District (RGV911), the Texas State Auditor's Office, federal funding agencies, Inspectors General, grant administrators, and any other authorized federal, state, or local oversight entity with timely access to all records, books, documents, reports, contracts, subcontracts, financial information, supporting documentation, electronic records, and other information relating 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 subcontractors, subconsultants, or lower-tier entities, shall constitute acceptance of the authority of such entities to conduct audits, examinations, monitoring activities, inspections, investigations, or reviews related to the agreement and associated funding.

The Consultant shall ensure that all subcontractors, subconsultants, and lower-tier entities are contractually bound to comply with the requirements of this provision.

The Consultant shall cooperate fully with any authorized audit, review, investigation, monitoring activity, or records examination and shall provide requested records within a reasonable period of time.

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

The obligations contained in this section shall survive completion, expiration, or termination of the agreement and shall remain effective for the duration of the applicable record retention period.

E-Verify Program

To the extent required by applicable federal or state law, the selected Consultant shall participate in and utilize the U.S. Department of Homeland Security's E-Verify Program, or any successor program, to verify the employment eligibility of employees assigned to perform work under any resulting agreement.

The Consultant shall remain responsible for ensuring compliance with applicable employment eligibility verification requirements and shall require subcontractors, subconsultants, and lower-tier entities performing work under the agreement to comply with applicable federal and state employment eligibility laws.

Upon request by the Lower Rio Grande Valley Development Council (LRGVDC), the Consultant shall provide documentation reasonably necessary to demonstrate compliance with this provision.

Failure to comply with applicable employment eligibility verification requirements may constitute grounds for corrective action, withholding of payment, suspension of performance, termination of the agreement, or any other remedy available under applicable law.

Critical Infrastructure Affirmation

To the extent required by Texas Government Code Chapter 2274 and other applicable law, 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 pursuant to applicable law; or
2. Headquartered in a country identified under applicable Texas law as a restricted foreign nation for purposes of critical infrastructure contracts.

The Respondent further certifies that it shall promptly notify the Lower Rio Grande Valley Development Council (LRGVDC) if circumstances arise during the procurement process or 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 submission, terminate negotiations, terminate any resulting agreement, or pursue any other remedy available under law.

If the Respondent is not subject to the requirements of Texas Government Code Chapter 2274, the Respondent shall indicate such status and provide any information reasonably requested by LRGVDC to support that determination.

Conflict of Interest

The Respondent represents and warrants that it has no actual, apparent, or potential conflict of interest that would impair its independence of judgment, objectivity, or ability to perform services under this 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, apparent, or potential conflict of interest known to the Respondent, including but not limited to:

1. Financial interests that could affect the performance of services;
2. Relationships that may provide an unfair competitive advantage;
3. Prior participation in the development of project requirements, scopes of work, conceptual designs, site evaluations, grant applications, procurement documents, or other activities related to the project;
4. Relationships with contractors, suppliers, vendors, utilities, governmental entities, or other parties whose interests may be affected by recommendations or decisions associated with the project; or
5. Any organizational, contractual, professional, or personal relationship that could reasonably be expected to impair impartial judgment or create an appearance of impropriety.

The Respondent further certifies that neither it nor its employees, subcontractors, subconsultants, or agents shall engage in any activity 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 becoming aware of any actual, apparent, or potential conflict of interest arising during the performance of services. LRGVDC reserves the right to determine, in its sole discretion, whether a disclosed conflict of interest may be mitigated, requires corrective action, necessitates removal of personnel, limits

participation in specific project activities, results in disqualification from consideration, or constitutes grounds for termination of negotiations or any resulting agreement.

Failure to disclose a known conflict of interest may result in rejection of the submission, disqualification from consideration, termination of negotiations, termination of any resulting agreement, or any other remedy available under applicable law.

Suspension and Debarment

By submitting a Statement of Qualifications (SOQ) in response to this RFQ, the Respondent certifies that neither the Respondent, its principals, officers, owners, affiliates, nor any individual 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;
2. Listed on any federal exclusion list maintained by the United States Government;
3. Suspended, debarred, prohibited, or otherwise ineligible to conduct business with the State of Texas; or
4. Otherwise prohibited by law from participating in public contracts or receiving public funds.

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 the eligibility of any Respondent, subcontractor, subconsultant, or lower-tier entity through the System for Award Management (SAM.gov), State of Texas resources, or any other available governmental source.

Any Respondent unable to make the certifications required by this provision shall provide a written explanation with its submission.

Discovery of suspension, debarment, ineligibility, false certification, or failure to maintain eligibility may result in rejection of the submission, disqualification from consideration, termination of negotiations, termination of any resulting agreement, or any other remedy available under applicable 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 through the effective date of termination. The Consultant shall not be entitled to anticipatory profits, consequential damages, lost opportunity costs, or compensation for services not performed.

Termination for Default (Breach)

A default shall mean the Consultant's failure to perform or comply with any material term, condition, deliverable, schedule, certification, representation, or obligation under the agreement.

If LRGVDC determines that the Consultant is in default, LRGVDC may provide written notice describing the deficiency and allow the Consultant ten (10) calendar days, or such other period specified by LRGVDC, to cure the deficiency.

If the Consultant fails to cure the deficiency within the prescribed period, LRGVDC may terminate the agreement, in whole or in part, and pursue any remedies available under the agreement or applicable law.

Termination for Cause

LRGVDC may immediately terminate the agreement, in whole or in part, upon written notice if the Consultant:

1. Commits fraud, misrepresentation, or submits false certifications;
2. Engages in criminal conduct related to the performance of the agreement;
3. Loses or fails to maintain required professional licenses, certifications, or legal authority to perform the services;
4. Fails to maintain required insurance coverage;
5. Becomes suspended, debarred, or otherwise ineligible to perform public work;
6. Abandons the project or substantially ceases performance without authorization;
7. Engages in material ethical violations, undisclosed conflicts of interest, or prohibited dealings with public officials; or
8. Engages in gross negligence, willful misconduct, or other actions that materially jeopardize the project, public funds, regulatory compliance, or the interests of LRGVDC or RGV911.

In the event of termination for cause, payment shall be limited to eligible services satisfactorily performed and accepted by LRGVDC prior to the effective date of termination.

Rights and Remedies

Termination of the agreement shall not limit any rights or remedies available to LRGVDC under the agreement, at law, or in equity.

No waiver by LRGVDC of any breach or default shall constitute a waiver of any subsequent breach or default of the same or any other provision.

Force Majeure

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

Force Majeure Events may include, but are not limited to:

- Acts of God;
- Hurricanes, tropical storms, floods, severe weather, or other natural disasters;
- Fires, explosions, utility failures, or widespread infrastructure disruptions;
- War, terrorism, civil disturbances, or acts of public enemies;
- Epidemics, pandemics, public health emergencies, or governmental emergency declarations;
- Cyberattacks, significant technology failures, or communications disruptions;
- Governmental actions, court orders, regulatory delays, or changes in law; and
- Labor disruptions, material shortages, supply chain interruptions, or other events beyond the reasonable control of the affected party.

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

The affected party 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 entitle the affected party only to such extension of time as may be reasonably necessary under the circumstances and shall not entitle the Consultant to additional compensation unless expressly approved in writing by LRGVDC.

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

Federal and State Tax Liability

By submitting a Statement of Qualifications (SOQ) in response to this RFQ, the Respondent certifies that:

1. It 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. It is not delinquent in the payment of taxes owed to the State of Texas under applicable law;
3. It is legally authorized to conduct business in the State of Texas; and
4. It remains eligible to enter into contracts with governmental entities under applicable federal and state law.

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 the services contemplated by this RFQ.

The Lower Rio Grande Valley Development Council (LRGVDC) reserves the right to verify tax compliance status through publicly available records, state agency resources, or other lawful means as part of its responsibility determination.

Failure to maintain compliance with applicable tax obligations, submission of a false certification, or loss of eligibility to conduct business in Texas may result in rejection of the submission, disqualification from consideration, termination of negotiations, termination of any resulting agreement, or any other remedy available under applicable law.

Flow-Down Requirement

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

Such requirements shall include, as applicable:

1. Compliance with federal, state, and local laws and regulations;
2. Professional licensing and qualification requirements;
3. Conflict of interest and ethics requirements;
4. Nondiscrimination and civil rights requirements;

5. Records retention, audit access, and reporting requirements;
6. Funding, grant, and regulatory compliance requirements;
7. Insurance requirements, where applicable;
8. Confidentiality and security requirements; and
9. Any other contractual obligations applicable to the services being performed.

The Consultant shall remain solely responsible and fully liable to the Lower Rio Grande Valley Development Council (LRGVDC) and the Rio Grande Valley Emergency Communication District (RGV911) for the performance, compliance, acts, omissions, and conduct of its subcontractors, subconsultants, suppliers, and lower-tier entities to the same extent as if such services were performed directly by the Consultant.

Failure of any subcontractor, subconsultant, supplier, or lower-tier entity to comply with applicable requirements shall not relieve the Consultant of its obligations under the agreement 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 Statement of Qualifications (SOQ) in response to this RFQ, the Respondent certifies that all information, representations, certifications, statements, resumes, project descriptions, references, supporting documentation, and other materials submitted in connection with this solicitation are true, accurate, complete, and made in good faith.

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

1. Rejection of the submission;
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
6. Referral to appropriate local, state, or federal authorities.

The Respondent shall have a continuing obligation to promptly notify the Lower Rio Grande Valley Development Council (LRGVDC) of any material change affecting the accuracy or completeness of information previously submitted in response to this RFQ.

The Lower Rio Grande Valley Development Council (LRGVDC) reserves the right to verify any information submitted by a Respondent, including project experience, references, licensure, certifications, financial information, staffing commitments, and other qualifications relevant to the evaluation process.

Nothing contained herein shall limit any rights or remedies available to LRGVDC or the Rio Grande Valley Emergency Communication District (RGV911) under applicable law.

Access to Records and Record Retention

The Consultant shall maintain complete, accurate, and auditable records relating to the performance of services under any resulting agreement. Such records shall include, as applicable, books, financial records, correspondence, meeting materials, design documents, drawings,

specifications, reports, calculations, cost estimates, schedules, permitting documentation, construction administration records, subconsultant records, invoices, supporting documentation, and any other records relating to the project.

The Lower Rio Grande Valley Development Council (LRGVDC), the Rio Grande Valley Emergency Communication District (RGV911), and any authorized federal, state, or local 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 contract administration, audit, monitoring, compliance review, reimbursement verification, dispute resolution, or other lawful governmental purposes.

The Consultant shall ensure that all subcontractors, subconsultants, and lower-tier entities maintain records and provide access to records consistent with the requirements of this provision.

Unless a longer retention period is required by law, audit requirements, litigation, grant conditions, or funding requirements, the Consultant shall retain all project-related records for a minimum of three (3) years following final payment, project closeout, or final resolution of any pending audit, claim, litigation, or dispute, whichever occurs later.

If applicable federal, state, or grant requirements require a longer retention period, the Consultant shall comply with such requirements.

Upon request, the Consultant shall provide copies of requested records in a format reasonably acceptable to LRGVDC.

The obligations contained in this section shall survive completion, expiration, or termination of the agreement.

Ownership of Work Product

All reports, studies, analyses, drawings, plans, specifications, renderings, maps, cost estimates, schedules, permit documents, construction documents, electronic files, models, databases, calculations, photographs, meeting materials, project records, and other deliverables prepared, developed, or produced by the Consultant specifically for the project under any resulting agreement (collectively, the “Work Product”) shall become the property of the Lower Rio Grande Valley Development Council (LRGVDC) and the Rio Grande Valley Emergency Communication District (RGV911) upon payment for the applicable services.

LRGVDC and RGV911 shall have a perpetual, royalty-free, nonexclusive right to use, reproduce, distribute, modify, maintain, repair, renovate, expand, and otherwise utilize the Work Product for governmental purposes related to the project and future operations of the facility.

Notwithstanding the foregoing, the Consultant shall retain ownership of its pre-existing intellectual property, proprietary methodologies, software, standard details, templates, design tools, calculations, processes, know-how, and other materials developed independently of the project. To the extent such materials are incorporated into the Work Product, the Consultant grants LRGVDC and RGV911 a perpetual, nonexclusive, royalty-free license to use such materials as part of the Work Product for governmental purposes.

Upon request by LRGVDC, the Consultant shall provide copies of the Work Product in both hard-copy and electronic formats customarily used for the project, including editable files where reasonably available.

Electronic files are provided for convenience and record purposes. The Consultant shall identify the documents that constitute the final signed and sealed instruments of service in accordance with

applicable Texas licensing requirements. Use of electronic files by parties other than the Consultant for modifications, reuse, or completion of the project without the Consultant's involvement shall be at the sole risk of the user.

The Consultant may retain copies of the Work Product for internal records, professional archives, legal compliance, and portfolio purposes, provided that any use of project information remains subject to applicable confidentiality and security requirements.

The obligations contained in this section shall survive completion, expiration, or termination of the agreement.

Non-Discrimination and Civil Rights Requirements

The Respondent and any selected Consultant shall comply with all applicable federal, state, and local 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:

- 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;
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- The Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §12101 et seq.);
- 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, supplier, stakeholder, participant, 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 perform services in a manner that supports compliance with applicable accessibility requirements, including the Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS), and other applicable accessibility requirements related to the project.

The Consultant shall ensure that all subcontractors, subconsultants, and lower-tier entities comply with the requirements of this provision.

Upon request, the Consultant shall provide documentation reasonably necessary to demonstrate compliance with applicable nondiscrimination, civil rights, accessibility, or equal employment opportunity requirements.

Failure to comply with applicable civil rights, accessibility, or nondiscrimination requirements may result in corrective action, withholding of payment, suspension of performance, termination of the agreement, or other remedies available under applicable law.

Drug-Free Workplace

The Respondent and any selected Consultant shall maintain a drug-free workplace in accordance with applicable federal, state, and local laws throughout the term of any resulting agreement.

The Consultant shall not permit the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances by its employees, subcontractors, subconsultants, or agents in connection with the performance of services under the agreement.

The Consultant shall take reasonable measures to ensure that personnel performing work under the agreement comply with applicable workplace conduct requirements and shall promptly address any violations that may adversely affect contract performance.

The Consultant shall ensure that subcontractors, subconsultants, and lower-tier entities performing services under the agreement are subject to requirements substantially similar to those contained in this provision.

Failure to maintain a drug-free workplace or repeated violations that materially affect performance of the agreement may constitute grounds for corrective action, suspension of performance, termination of the agreement, or other remedies available under applicable law.

Lobbying Restrictions

The Respondent and any selected Consultant shall comply with all applicable federal, state, and local laws, regulations, and requirements governing lobbying activities, ethics, and the use of public funds.

No funds received under any resulting agreement shall be used for prohibited lobbying activities, political campaign activities, political contributions, or efforts intended to improperly influence the award, administration, amendment, extension, funding, or renewal of any contract, grant, or governmental action.

The Consultant shall not engage in any activity intended to improperly influence the procurement process, evaluation, ranking, negotiation, contract award, funding decision, or administration of this RFQ or any resulting agreement.

Nothing in this provision shall prohibit lawful communications, technical consultations, public participation activities, stakeholder engagement, regulatory coordination, permitting activities, presentations, or other activities reasonably necessary for the performance of services under the agreement.

The Consultant shall ensure that subcontractors, subconsultants, and lower-tier entities comply with applicable lobbying restrictions and certification requirements associated with the project.

Failure to comply with applicable lobbying restrictions may result in rejection of the submission, termination of negotiations, suspension of performance, termination of any resulting agreement, recovery of improperly expended funds, or any other remedy available under applicable law.

No Boycott of Israel

To the extent required by Texas Government Code Chapter 2271, the Respondent certifies 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 by applicable Texas law.

If the Respondent is not subject to the requirements of Texas Government Code Chapter 2271, the Respondent shall indicate that the certification is not applicable and shall 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 rejection of the submission, disqualification from consideration, termination of negotiations, or termination of any resulting agreement.

Energy Company Boycotts

To the extent required by Texas Government Code Chapter 2276, the Respondent certifies 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 by 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 shall 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 rejection of the submission, 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 certifies 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 shall 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 rejection of the submission, disqualification from consideration, termination of negotiations, or termination of any resulting agreement.

Dispute 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 Emergency Communications District (RGV911) Project Manager.

Any dispute submitted by the Consultant shall be presented in writing and shall include a description of the issue, relevant facts, supporting documentation, and the relief requested.

If the dispute cannot be resolved at the project management level within a reasonable period of time, the matter may be elevated to the Executive Director of LRGVDC or designee for administrative review.

The Executive Director or designee may request additional information, conduct meetings with the parties, and issue a written determination regarding the matter.

Nothing in this provision shall require LRGVDC or the Rio Grande Valley Emergency Communication District (RGV911) to participate in mediation, arbitration, or any other alternative dispute resolution procedure unless expressly agreed to in writing by the parties.

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

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

Nothing contained in this section shall limit any rights, remedies, defenses, immunities, or protections available to LRGVDC or RGV911 under the agreement or applicable law

Severability

If any provision of this RFQ, any Statement of Qualifications (SOQ), or any resulting agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

To the extent permitted by law, any invalid, illegal, or unenforceable provision shall be construed, modified, or limited so as to give effect to the original intent of the provision while remaining compliant with applicable law.

If such provision cannot be lawfully enforced, the remaining provisions of the RFQ and any resulting agreement shall be construed and enforced as though the invalid provision had not been included.

Survival of Obligations

Completion, expiration, suspension, cancellation, or termination of any resulting agreement shall not relieve the Consultant of any obligation that by its nature is intended to survive the end of the agreement.

Without limitation, the following obligations shall survive completion, expiration, suspension, or termination of the agreement to the extent applicable:

1. Record retention, audit access, and reporting obligations;
2. Ownership of work product, project records, data, and deliverables;
3. Confidentiality and protection of sensitive information obligations;
4. Indemnification obligations arising from acts, errors, omissions, or events occurring during contract performance;
5. Payment reconciliation and financial obligations accrued prior to termination;
6. Insurance obligations that expressly survive completion of services; and
7. 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 Valley Emergency Communication District (RGV911), funding agencies, auditors, and other authorized entities following completion of services as reasonably necessary to support audits, records requests, project closeout activities, regulatory compliance, litigation, claims resolution, or other lawful governmental purposes.

The obligations contained in this section shall survive for the period required by the applicable provision, applicable law, funding requirements, or record retention requirements, whichever is longer.

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 in connection with this RFQ may submit a written protest in accordance with this provision.

Filing Requirements

A protest must:

1. Be submitted in writing to the procurement contact identified in this RFQ;
2. Be signed by an authorized representative of the protesting party;
3. 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; and
4. Clearly identify:
 - The RFQ number and title;
 - The name and contact information of the protesting party;
 - The specific action or decision being protested;
 - The factual and legal basis for the protest; and
 - The relief requested.

The protest shall include all supporting documentation reasonably available at the time of submission.

Administrative Review

LRGVDC may request additional information, documentation, or clarification from the protesting party as necessary to evaluate the protest.

The Executive Director of LRGVDC, or designee, shall review the protest and issue a written determination within a reasonable period of time.

Effect of Protest on Procurement

The filing of a protest shall not automatically suspend, delay, or terminate the procurement process. LRGVDC reserves the right to continue the evaluation, ranking, negotiation, recommendation, or award process if it determines that doing so is in the best interest of the agency.

Finality of Decision

The written determination issued by LRGVDC shall constitute the final administrative review of the protest unless otherwise required by applicable law.

Nothing contained in this provision shall be construed as creating any right to an administrative hearing, mediation, arbitration, or appeal beyond those rights otherwise available under applicable law.

Nothing contained herein shall be construed as a waiver of any governmental immunity, sovereign immunity, defense, limitation of liability, privilege, statutory protection, or remedy available to LRGVDC or the Rio Grande Valley Emergency Communication District (RGV911) under applicable law.

Closing Statement

The Lower Rio Grande Valley Development Council (LRGVDC), on behalf of the Rio Grande Valley Emergency Communications District (RGV911), appreciates the time, effort, and interest of all firms responding to this Request for Qualifications (RFQ). Statements of Qualifications (SOQs) will be evaluated in accordance with the criteria, requirements, and procedures established herein and in compliance with applicable federal, state, and local laws, regulations, and procurement requirements governing the procurement of professional Architectural and Engineering (A/E) services.

This solicitation is being conducted as a Qualifications-Based Selection (QBS) procurement. Selection will be based on demonstrated competence, qualifications, experience, technical expertise, and the ability of the respondent to successfully perform the services required for the planning, design, and development of the Mobile Communication Center (MCC) Shelter Facility. Pricing information shall not be considered during the evaluation and ranking process and will be negotiated with the highest-ranked qualified firm in accordance with applicable procurement requirements.

LRGVDC reserves the right to reject any or all SOQs, waive minor informalities or irregularities, request clarifications or supplemental information, conduct interviews, and take any action deemed to be in the best interest of LRGVDC and RGV911. LRGVDC further reserves the right to negotiate the final scope of services, staffing, schedule, compensation, and contract terms with the highest-ranked qualified firm. If negotiations do not result in a fair and reasonable agreement, LRGVDC reserves the right to terminate negotiations and initiate negotiations with the next highest-ranked qualified firm.

Submission of an SOQ constitutes the respondent's acknowledgment and acceptance of the requirements, terms, conditions, and provisions contained in this RFQ and affirms the respondent's commitment to perform all services in accordance with applicable federal, state, and local laws, regulations, codes, standards, and permitting requirements applicable to the project.

By submitting an SOQ, the respondent certifies that it possesses the necessary professional qualifications, licenses, experience, staffing resources, financial capacity, and technical expertise to successfully perform the services described herein. Selection of a firm and execution of any resulting agreement shall be subject to successful negotiations, approval by the appropriate governing authority(ies), and the availability of project funding. The selected firm shall be required to enter into a written agreement with LRGVDC that incorporates the requirements, terms, and conditions of this RFQ and any negotiated provisions.