

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

REQUEST FOR PROPOSAL
Vinyl Bus Wrap Production and Installation Services
No: 2018-06

**“VINYL BUS WRAP PRODUCTION AND INSTALLATION SERVICES ON PUBLIC
TRANSPORTATION FLEET”**

ISSUE DATE: NOVEMBER 11, 2018

PROPOSAL DEADLINE: NOVEMBER 26, 2018 by 12PM



LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
301 WEST RAILROAD
WESLACO, TEXAS 78596
WWW.LRGVDC.ORG

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GENERAL INFORMATION

The Procurement Department of the Lower Rio Grande Valley Development Council (LRGVDC) is requesting **Sealed** bids for the following specifications:

Vinyl Bus Wrap Production and Installation for Public Transportation Fleet as indicated herein. Bids must be received by **12:00 Noon, on Monday, November 26, 2018. Late bids will not be considered.**

Scope of Work:

The purpose of this request is to secure a firm that will provide the generation and installation of bus wraps for the entire Valley Metro fleet. LRVDC invites organizations to provide the design, generation and installation of wraps on Valley Metro's transit fleet for a three (3) year period, with an LRGVDC option to extend for an additional two (2) one year periods. The fleet consists of New Flyer, Type III, and mini-vans, see attachment for details. The LRGVDC reserves the right to add buses of different types and dimensions during the duration of the proposed contract. This procurement will be for an indefinite quantity, indefinite delivery contract, meaning the number of buses and type to be wrapped, and the frequency in which they will require wrap design generation and installation services is not definite.

Wrap material must be 3M or approved equal. Installation and material must be warrantied for one year. Installation must be completed at the Valley Metro bus compound, 510 S Pleasantview Dr, Weslaco, Texas 78596. All work must be completed and accepted within three weeks from notice to proceed.

The LRGVDC has a Disadvantaged Business Enterprise (DBE) program. The LRGVDC encourages the Prime Contractor to offer contracting opportunities to the fullest extent possible through outreach and recruitment activities to small, minority and disadvantaged businesses. For additional information, please contact the LRGVDC at (956) 682-3481.

Section 1: General Terms and Conditions.

1. Vendor agrees to comply with all the terms and conditions contained in this document and the RFP.
2. Vendor guarantees product will meet or exceed the written specifications identified in the RFP.
3. Vendor agrees to protect the LRGVDC from claims involving infringement of patents or copyrights
4. Please refer requests for additional information or clarification of the specifications via email at lrgvdc@lrvdc.org.
5. Taxes: The LRGVDC purchases are not subject to taxation. Tax exemption certificates will be available upon request.
6. Acceptance: Vendors shall hold their prices firm and subject to acceptance by the LRGVDC for a period of sixty (60) working days from the date of the receipt of the bid, unless otherwise indicated.
7. Electronic Transmission of Bids: The LRGVDC Procurement Department will **NOT** accept telegraphic or electronically transmitted (Email) bids.

8. Reservation: The LRGVDC reserves the right to refuse and reject any and all bids and to waive any and all formalities or technicalities and to accept the bid considered the best and most advantageous to the LRGVDC.
9. Restrictive Specifications: It is the responsibility of the prospective bidder to review the entire Request for Proposal (RFP) and to notify the Procurement Department if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received by 5:00pm, Thursday November 15th.
10. The LRGVDC, will not award a contract, if after bid evaluation, it is determined to not be in the best interest of the LRGVDC.
11. Bid Delivery: **The LRGVDC requires bidders, when hand delivering bids, to make sure the receptionist time date and stamp the envelope before leaving the building.**
12. Incomplete bids will be considered as non-responsive and not considered.
13. Signature on Bid: Bid must be manually signed or it will be disqualified. The person signing the bid must have authority to bind the represented company to a contract. An unsigned bid cannot be signed after the bid opening time even though the bidder or a representative is present at the bid opening.
14. Assignment of Contract: Transfer of assignment of contract is prohibited.
15. Addendums: Should an addition or correction become necessary after an RFP is issued, an addendum relating the necessary information will be posted on the LRGVDC website under this solicitation.
16. Withdrawals: A bid may be withdrawn 24 hours **prior** to the scheduled closing time for the receipt of bids. This can be accomplished by written notification on company letterhead signed by an authorized representative. Envelopes must be clearly marked **Bid Withdrawal**, the name of the RFP solicitation, and the time and date of the bid closing. A bid may not be withdrawn or canceled by the bidder, without the permission of the LRGVDC, for a period of 90 days **after** the date designated for the receipt of bids.
17. Modifications: Modifications to a previously submitted bid which are made **before** the bid due date will be considered by the LRGVDC if received **in advance** to the scheduled closing time for the receipt of bids. Quotes may not be altered or amended after the submission deadline. Envelopes must be clearly marked MODIFICATION, the RFP name, and the time and date of the bid closing. Oral or telephone modifications or corrections will not be recognized or considered. Notification of the LRGVDC's decision will be made in writing by the Procurement Officer and mailed to each vendor that submitted a bid.
18. Bid Samples: **DO NOT** send samples unless requested. Samples of items, when called for, must be furnished free of charge and will be returned at the request and expense of the bidder. Samples must be labeled with the bidder's name, bid title, manufacturer's brand name and numbers.
19. Bid Preparation Expense: Any expense related to the submission of a bid is the sole responsibility of the bidder. The LRGVDC will not reimburse bidders for any cost related to the bid preparation or submission.
20. Cancellation of Contract: The LRGVDC reserves the right to cancel a contract either in whole or part for convenience without damage or liability to vendor.
21. **Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Vendors must submit, with their quote(s), the manufacturer's standard published**

literature, and specification sheets. Literature submitted should be adequate to determine compliance with all relevant specifications contained in the Invitation to Bid (ITB). If vendor does not submit literature with the quote, or if such literature is inadequate to verify compliance with specification requirements, then the bid will not be in compliance with the ITB and will be categorized as non-responsive.

22. Bidders must certify that **all** equipment is made from new components and that no refurbished and/or used components have been included.

23. Vendor must accept Purchase Orders.

24. **Payment:** Please allow 30 days **after** the receipt of the merchandise and invoice for payment

25. Protest Procedures

A written complaint must be sent by certified mail to LRGVDC's Procurement Officer within (7) days after issuance of award letter and shall identify the following:

- Name, mailing address and business phone number of the complainant.
- Appropriate identification of the ITB being questioned
- A precise statement of reasons for the protest
- Supporting exhibits, evidence or documents to substantiate any claims.

The protest must be based on an alleged violation of LRGVDC's procurement procedures, a violation of Federal or State Law (if applicable), or a violation of applicable contract agreements to which LRGVDC is a party. Failure to receive a procurement contract award from LRGVDC, in and of itself, does not constitute a valid protest.

LRGVDC will provide a response to the protest within (14) fourteen days that clearly states its position regarding the protest.

FORMAT OF RESPONSE

Use tabs to separate below sections:

Tab 1: Cover letter that details complete understanding of project. Include detailed description of any work being completed by a subcontractor.

Tab 2: Detailed qualifications of the firm(s) to perform work outlined in this RFP. References, recent (past five (5) years) public-sector clients with points of contact and necessary contact information, dates of completed similar projects. If a subcontractor is being utilized, subcontractor must submit same information.

Tab 3: Detailed pricing.

Tab 4: Estimate of time to complete work per type of bus, once given approval to proceed.

Interested parties should submit one (1) original, and three (3) copies, of their proposal, including all forms and required documentation which are due by **12:00 PM (CST), November 26, 2018** to: Lower Rio Grande Valley Development Council, Building D, 301 W. Railroad, Weslaco TX 78596. Proposals must be sealed and marked with the words **“VINYL BUS WRAP PRODUCTION AND INSTALLATION SERVICES ON PUBLIC TRANSPORTATION FLEET”**. Faxed or emailed proposals will not be accepted.

EVALUATION FACTORS

Contract award will be made to the responsible contractor, whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in this RFP and in accordance with the requirements of the Texas Local Government Code.

25% Understanding of Scope of Work:

Parties demonstrate their ability to meet the required qualifications listed in this document. In addition, describe how the services requested in this instrument will be provided and how they will be supported. Indicate installation procedures with proposed typical installation time schedules based on potential selection types.

25% Firm Experience:

Parties demonstrate experience with similar projects and qualifications. List only projects completed within the last five (5) years. Provide the name and location of each client, a contact person, phone number, and project cost and completion date.

25% Schedule:

Parties must demonstrate the ability to expedite the completion of this project. Provide a detailed project schedule.

20% Price.

5% Request for Proposals Document:

Well organized and well written proposals, responding coherently to this Request for Proposals will be given preference. Proposal must clearly identify contact person responsible for the submission, giving individual's name and employer, address, and telephone number.

EVALUATION PROCESS

After the proposals are received, the evaluation team shall evaluate each proposal that was submitted on time, and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation for overall proposal content and its conformance to requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to assure that it has been evaluated fairly, impartially and comprehensively. Following this initial evaluation, the evaluation team may recommend contract award without further discussion with proposers, or the firms submitting the top rated proposals may be asked to make an oral presentation and demonstration to the evaluation team for the propose of further clarification and evaluation of the proposals.

If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview. During the interview portion of the meeting, the evaluation team shall advise the proposer of deficiencies in the proposal and shall allow the proposer to satisfy the requirements, questions, or concerns by submitting a final offer. The proposer may decide not to modify their proposal and may inform the LRGVDC that the offer is firm and final.

The evaluation team shall not disclose any information included in a firm's proposal to another firm during the RFP process and shall not disclose any information for the purpose of bringing one firm's proposal up to that of a competitor's proposal.

After final offers are received, the evaluation team shall reevaluate each of the final offers, including those deemed final at the interview. The final offers shall be evaluated on the same criteria used in the first evaluation.

The LRGVDC reserves the right to reject any and all proposals received for any reason that would be to the benefit of the LRGVDC or Valley Metro.

All proposals submitted are to be valid for a period of ninety (90) days.

FEDERALLY REQUIRED PROVISIONS

Attached are the Federal Clauses pertaining to this particular procurement. The Contractor is responsible for reading each clause, signing when appropriate, and following the requirements of each clause. Failure to comply with these Federal Clauses will result in breach of contract.

The Term “Valley Metro” herein shall include the LRGVDC.

In compliance with the provisions of Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and Texas Administrative Code, Title 1, Chapter 113.6, information obtained from the SPD’s Vendor Performance Tracking System may be used in evaluating responses to solicitations for goods and services to determine best value.

FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

It is the responsibility of the Bidder to ensure that all clauses applicable to the work of an Agreement resultant from this Purchase Order are adhered to by the Contractor and its Sub-contractors when applicable.

Sec.	Contract Clause	Applicability to Type of Contract
1.	Fly America Requirements	When Transportation Paid FIA Funds
2.	Buy America Requirements	Value > 100K for Goods, Rolling Stock
3.	Seismic Safety Requirements	New Construction/Additions
4.	Energy Conservation Requirements	All
5.	Lobbying	Construction, A/E, Services, Rolling Stock
6.	Access to Records and Reports	Construction, A/E, Services, Rolling Stock
7.	Federal Changes	All
8.	Recycled Products	Value > 10K In Fiscal Year
9.	Davis-Bacon and Copeland Anti-Kickback Acts	Construction > \$2000
10.	Contract Work Hours and Standards Act	Construction > \$2000, Stock, Operational > \$2,500
11.	No Government Obligation Third Parties	All
12.	Program Fraud and False or Fraudulent Statements and Related Acts	All
13.	Termination	Value > 10K
14.	Government-Wide and Suspension (Non-procurement)	Value > 25K
15.	Privacy Act	All
16.	Civil Rights Requirements	All
17.	ADA Access Requirements	All
18.	Patent and Rights in Data	Research Projects Only
19.	Disadvantaged Business Enterprise (DBE)	All
20.	Incorporation of FTA Terms	All
21.	Metric Requirements	Sealed Bid Procurements, Stock, Construction
22.	Conformance with National Architecture	Contracts and Solicitations ITS projects only
23.	Corridor Preservation	Right of Way Development
24.	Veterans Employment	Capital Projects

SPECIFICATIONS
Minimum Requirements

Any item that does not perform or meet tests as specified or claimed by the seller will be replaced at no cost to the LRGVDC.

Any damage to LRGVDC and Valley Metro buses or property during the installation and removal of any advertisements is the successful proposer's responsibility.

Wrap material must be 3M or approved equal, and installed according to or exceeding manufacturer's specifications. Installation and material must be warrantied for one year. All wraps must meet the following dimension requirements:

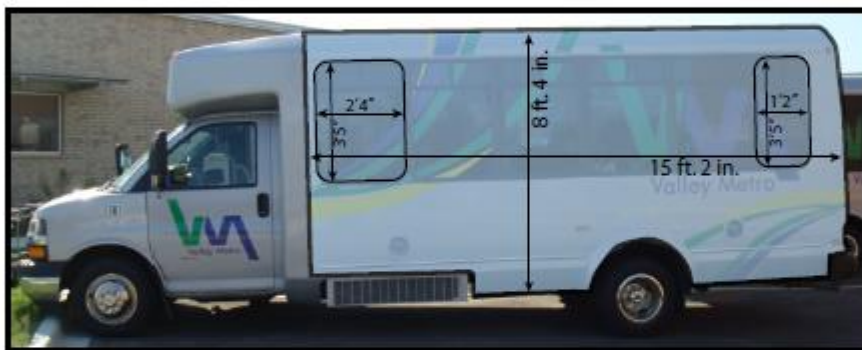
New Flyer Vehicle Wrap Dimensions:



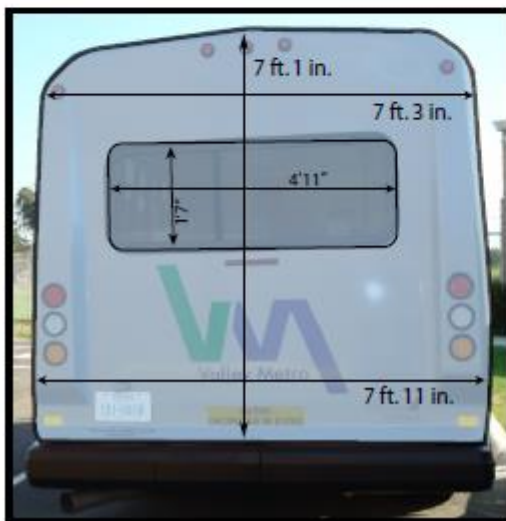
Type III Vehicle Wrap Dimensions



PASSENGER SIDE



DRIVER SIDE
5 windows of 2'4" x 3'5"
1 window of 1'2" x 3'5"



BACK SIDE

• • • • •

PROPOSAL PACKET

LOWER RIO GRANDE VALLEY
DEVELOPMENT COUNCIL
301 WEST RAILROAD-BUILDING "D"
WESLACO, TEXAS 78596

THE FOLLOWING FORMS MUST BE COMPLETED AND SUBMITTED WITH THE SEALED PROPOSAL:

- A. Proposal Acknowledgment**
- B. Certificate of Incorporation**
- C. DBE Program Compliance Forms**
- D. Authorization Form**
- E. Rate Offer**
- F. Certification Regarding Lobbying**
- G. Statement of Qualifications**
- H. Client References**
- I. Disbarment Certification**
- J. E-Verify**
- K. Non-Collusion Certificate**
- L. Conflict of Interest Affidavit**
- M. Addenda**

A. PROPOSAL ACKNOWLEDGEMENT

**“VINYL BUS WRAP PRODUCTION AND INSTALLATION SERVICES ON PUBLIC
TRANSPORTATION FLEET”**

ISSUE DATE: NOVEMBER 11, 2018

PROPOSAL DEADLINE: NOVEMBER 26, 2018 @ 12PM

TO THE ADMINISTRATION DEPARTMENT OF THE LRGVDC:

The undersigned hereby proposes and agrees to furnish all services, plans, labor, services, materials, supplies, equipment, tools, transportation and other facilities and things necessary or proper for or incidental to the above-named project, as required by and in strict accordance with the Contract Documents.

By submission of this proposal, each offeror and each person signing on behalf of any offeror certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

EXECUTED this _____ day of _____, 20____.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

SWORN TO AND SUBSCRIBED before me by _____,

on the _____ day of _____, 20____.

Notary Public, State of Texas

Commission Expiration

1. This Acknowledgement must be filed with the Lower Rio Grande Valley Development Council and be maintained as part of the permanent procurement record.

B. CERTIFICATION OF INCORPORATION

CONTRACTOR MUST SUBMIT CERTIFICATION OF INCORPORATION IN THE STATE OF TEXAS OR MUST SHOW PROOF OF AUTHORIZATION TO DO BUSINESS IN THE STATE OF TEXAS.

To facilitate correct drawing and execution of contracts, offerors shall supply full information concerning legal status as follows:

NAME: _____

Type: CORPORATION CO-PARTNERSHIP INDIVIDUAL TRADE NAME N/A

If Foreign Corporation, state if authorized to do business in the State of Texas: YES NO

Street:	
City:	
State:	
Zip code:	

PRINCIPAL OFFICERS:

NAME	ADDRESS	TITLE
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PRINCIPAL STOCKHOLDERS:

NAME	ADDRESS	TITLE
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If Co-Partnership, Names of Partners and Addresses are:

If doing business under Trade Name, Assumed Name or Firm Style:

Name of Owner:	Certificate Filed:	(Place)
	(Date)	

C. DBE PROGRAM COMPLIANCE FORMS

49 CFR PART 26

The following Proposal conditions apply to this United States Department of Transportation assisted contract. Submission of a proposal by a prospective Contractor shall constitute full acceptance of these Proposal conditions.

REQUIRED CONTRACT CLAUSES (49 CFR 26.13) UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

Lower Rio Grande Valley Development Council will ensure that the following clauses are included in each DOT assisted contract and subcontract:

- I) Policy - It is the policy of LRGVDC that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to participate in the performance of contracts. Consequently, the DBE requirements of 49 CFR Part 26, do apply to this agreement. Proposers shall use sufficient and reasonably good faith efforts to carry out this policy in the award of their subcontracts to the fullest extent, consistent with the efficient performance of this contract.
- II) DBE Obligation - The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, Subpart D, have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, all contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex.
- III) Contract Goal - If the contractor is not a DBE, then the Proposer/proposer agrees that the DBE goal for this Contract will be met by subcontracts or by joint ventures with DBE's. The goal set forth for this Contract is 3% of the final Contract price, including amendments and modifications. The amount of DBE participation will be determined by the dollar value of the work performed and/or supplies furnished by DBE firms as compared to the total value of all work performed and/or supplies furnished under this Contract. The contractor shall have met this goal if the contractor's DBE participation meets or exceeds this goal.

In cases where work is added to the contract by modification such that additional DBE participation is necessary to meet this goal, the Contractor shall increase the participation of one or more firms listed on the —Schedule of DBE Participation or submit additional DBE firms to meet the goal. In cases where work is deleted from the Contract, the goal shall be applicable to the new Contract amount. The Contractor shall be permitted to meet the goal by revising its DBE participation, provided, however, that the revision shall not result in DBE participation that is less than the original goal.

- IV) Compliance - All Proposers, potential contractors, or sub-contractors for this contract are hereby notified that failure to carry out the policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in non-selection; termination of the contract; or

such other remedy as deemed appropriate by LRGVDC. Agreements between a Proposer/proposer and a DBE, in which the DBE promises not to provide sub-contracting quotations to other PROPOSERS/PROPOSERS, are prohibited.

- V) Sub-contract Clauses - All Proposers and potential contractors hereby assure that they will include the above clauses in all sub-contracts which offer further sub-contracting opportunities.
- VI) Acceptable Good Faith Efforts - “Good faith efforts” means efforts to achieve a DBE goal or other requirements of LRGVDC’s DBE Program Plan which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the goal program requirement. If any Proposer fails to meet the DBE goals for this solicitation, the Proposer shall submit, with the Proposal, proof of good faith efforts, using the guideline listed in Appendix A of 49 CFR 26, along with a written statement of efforts made and reasons for not meeting said goals.

General Instructions

IMPORTANT! READ CAREFULLY!

All Proposers/contractors shall complete and submit, with their Proposals, DBE Forms 1, 2, and 3.

Each subcontractor listed on DBE Form 1 shall complete and sign DBE Form 2 and DBE Form 3 as a DBE Subcontractor.

Business Contractors seeking to participate as DBEs must be certified at the time of Proposal submittal. Lower Rio Grande Valley Development Council does not certify DBEs. Please check with your state's DBE office.

Proposers who fail to achieve the contract goal(s) stated in the Proposal document must provide (with the Proposal) an explanation as to why the goal was not achieved and documentation demonstrating that a "Good Faith Effort" was made by the Proposer as outlined in DBE Form 4.

Contractors may duplicate as many forms as needed. All DBE Program questions should be directed to the Lower Rio Grande Valley Development Council, 301 W. Railroad, Weslaco TX, 78596.

DBE Forms 1, 2, and 3 must be submitted with the Proposal in order to be eligible to receive a contract award. If there are sub-contractors listed, the sub-contractor must fill out DBE Form 3.

The Proposer must provide documentation and explanation as to why the DBE goal as was not achieved by filling out DBE Form 4.

LRGVDC FORM (A)

DBE FORM 1

**VINYL BUS WRAP PRODUCTION AND INSTALLATION SERVICES ON PUBLIC
TRANSPORTATION FLEET**

DBE SCHEDULE OF DBE PARTICIPATION

Name of Proposer: _____

Project: _____

Project No.: _____

Proposal No: _____

Total Proposal Amount: _____

NAME OF DBE SUBCONTRACTOR	ADDRESS (COUNTY,	TYPE OF WORK SUBCONTRACTE	DBE	SUBCONTRACT VALUE
				\$
				\$
				\$
				\$
				\$
				\$

DBE PARTICIPATION TOTAL VALUE \$ _____

The attainment of DBE participation goals for this contract will be measured as a percentage of the total dollar value of the contract.

The undersigned will enter into a formal agreement with the DBE Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with

LRGVDC
FORM (A) DBE FORM 2
VINYL BUS WRAP PRODUCTION AND INSTALLATION SERVICES ON PUBLIC
TRANSPORTATION FLEET

DBE SUBCONTRACTOR IDENTIFICATION

(Reproduce as necessary)

I HEREBY DECLARE AND AFFIRM THAT I AM THE_(Title - Owner, President, etc.) and duly authorized representative of_(Name of Firm) and I hereby declare and affirm that I am a certified DBE.

(Signed)

(Printed)

This firm has current DBE certification from the following agencies and/or state(s):

A copy of the current certification letter notifying the firm that it has been DBE certified must be attached to this form.

LRGVDC

FORM (A) DBE FORM 3

**VINYL BUS WRAP PRODUCTION AND INSTALLATION SERVICES ON PUBLIC
TRANSPORTATION FLEET**

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

TO: _____ (Name of General Contractor Proposing)

PROJECT:

The undersigned intends to perform work in connection with the above project.

The status of the undersigned is confirmed on the attached DBE Contractor Identification (DBE FORM 2).

The undersigned is prepared to perform the following described work in connection with the above project:

(Specify in detail, work items or parts thereof to be performed)

at the following price: \$_____.

The undersigned agrees to enter into a contract with you to perform the above work, if you are awarded the prime contract.

(Date)(Telephone No.)

(Name of DBE Subcontractor)

By:

(Firm Address)

(Signature)

Name:

(City and State)

(Typed)

Title:

LRGVDC
FORM (A) DBE
FORM 4
VINYL BUS WRAP PRODUCTION AND INSTALLATION SERVICES ON PUBLIC
TRANSPORTATION FLEET

UNAVAILABILITY CERTIFICATION

I, _____,

of _____, certify that on the dates below,

I invited the following DBE Subcontractor(s) to Proposal work items to be performed on XXX

<u>DATE OF REQUEST</u>	<u>DBE</u>	<u>NAME OF SUBCONTRACTOR</u>	<u>ITEMS SOUGHT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following Subcontractors submitted Proposals, which were not the low responsible Proposal:

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

LRGVDC FORM (D)

AUTHORIZATION FORM

**VINYL BUS WRAP PRODUCTION AND INSTALLATION SERVICES ON PUBLIC
TRANSPORTATION FLEET**

By signing below the contractor accepts terms and conditions listed in RFP and any addendums. If bidder does not agree to the terms and conditions, the contractor shall submit a request for clarifications & modifications prior to proposal due date. Failure to follow this procedure may cause The LRGVDC to award contract to the next highest contractor due to the added cost LRGVDC may incur due to the change in Terms and Conditions.

Proposal shall be valid for ninety (90) days from proposal due date.

CONTRACTOR Name: _____

Address: _____

Phone: _____ Email: _____

Web Site: _____

License Registration Number: _____

Federal Tax ID number: _____

Signature: _____

Date _____

Title: _____

LRGVDC FORM (E)

RATE OFFER

**VINYL BUS WRAP PRODUCTION AND INSTALLATION SERVICES ON PUBLIC
TRANSPORTATION FLEET**

Vendor: _____

Address: _____

Contact person: _____

Telephone Number: _____ Fax Number: _____

Total Cost:

New Flyer Bus \$ _____

Type III \$ _____

Mini-Van \$ _____

I have read all of the terms and conditions of this Request for Quote and I understand that if awarded the bid, I shall be bound by its terms and conditions, and hereby submit my bid.

Signature of authorized representative: _____

LRGVDC FORM (F)

CERTIFICATION REGARDING LOBBYING

**VINYL BUS WRAP PRODUCTION AND INSTALLATION SERVICES ON PUBLIC
TRANSPORTATION FLEET**

The undersigned CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL,

“Disclosure Form to Report Lobbying,” in accordance with its instructions (as amended by

“Government wide Guidance for New Restrictions on Lobbying”. 61 Fed. Reg. 1413

(1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with

Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2

U.S.C. 1601, et seq)]

(3) The undersigned shall require that the language of this certification be included in award documents for all sub-awards at all tiers (including ubcontracts, sub grants, and

contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure. The CONTRACTOR, _____, certifies or affirms the truthfulness and accuracy of each statement or its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A3801, et seq., apply to this certification and disclosure, if any.

Signature of CONTRACTOR's authorized Official

Name and Title of CONTRACTOR's Authorized Official

Date: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public in and for the State of _____, residing in _____

LRGVDC FORM (G)

STATEMENT OF QUALIFICATIONS

**VINYL BUS WRAP PRODUCTION AND INSTALLATION SERVICES ON PUBLIC
TRANSPORTATION FLEET**

The undersigned is fully authorized to execute this certification on behalf of the contractor and certifies on the contractors behalf that, to the best of its knowledge, the information presented in this Statement of Qualifications is a statement of facts and that the contractor has the financial capability to perform the work which is the subject of this solicitation. The contractor further certifies that it knows of no person and/or organization conflicts of interest prohibited under federal, state and local law.

The contractor certifies that Proposal is submitted in accordance with this solicitation and all issued addenda, and that the contractor agrees to be bound by the same.

CONTRACTOR: _____

Signature: _____

Title: _____

Date: _____

LRGVDC FORM (H)

CLIENT REFERENCES

**VINYL BUS WRAP PRODUCTION AND INSTALLATION SERVICES ON
PUBLIC TRANSPORTATION FLEET**

Please list at least three client references of similar size and/or type of services, including governmental agencies.

1. Agency/Company Name: _____

Address: _____

Contact Person: _____ Phone: _____

Email: _____ Contract Term: ____ years ____, months

Description of Work: _____

Name of Primary Firm Representative: _____

2. Agency/Company Name: _____

Address: _____

Contact Person: _____ Phone: _____

Email: _____ Contract Term: ____ years ____, months

Description of Work: _____

Name of Primary Firm Representative: _____

3. Agency/Company Name: _____

Address: _____

Contact Person: _____ Phone: _____

Email: _____ Contract Term: ____ years ____, months

Description of Work: _____

Name of Primary Firm Representative: _____

LRGVDC FORM (I)
DISBARMENT CERTIFICATION
VINYL BUS WRAP PRODUCTION AND INSTALLATION SERVICES ON PUBLIC
TRANSPORTATION FLEET

49 CFR Part 29 - Executive Order 12549

Instructions for Certification

- 1. By signing and submitting this Proposal or proposal, the prospective lower tier participant is providing the signed certification set out below.**
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, NIRPC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to NIRPC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact NIRPC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by NIRPC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its

principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, LRGVDC may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction"

- (1) The prospective lower tier participant certifies, by submission of this Proposal or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date

LRGVDC FORM (J)

E-VERIFY

**VINYL BUS WRAP PRODUCTION AND INSTALLATION SERVICES ON PUBLIC
TRANSPORTATION FLEET**

OWNER/LESSEE affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

OWNER/LESSEE shall enroll in and verify the work eligibility status of all its newly hired employees through the Federal E-Verify program as defined in IC 22-5-1.7-3. OWNER/LESSEE is not required to participate should the Federal E-Verify program cease to exist. OWNER/LESSEE shall not knowingly employ or contract with an unauthorized alien. OWNER/LESSEE shall not retain an employee or contract with a person that OWNER/LESSEE subsequently learns is an unauthorized alien.

OWNER/LESSEE shall require its subcontractors, who perform work under this contract, to certify to CITY that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the Federal E-Verify program.

OWNER/LESSEE agrees to maintain this certification throughout the duration of the term of this agreement with LRGVDC and during the term of any subsequent contract with a subcontractor performing work under this agreement.

LRGVDC may terminate for default if OWNER/LESSEE fails to cure a breach of this provision no later than thirty (30) days after being notified by LRGVDC.

Signed: _____

Signed: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

STATE OF TEXAS §
§
COUNTY OF
HIDALGO §

EXECUTED this day of , 20 .

SWORN TO AND SUBSCRIBED before me by _____,

Notary Public, State of Texas

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LRGVDC FORM (L)

DECLARATION OF CONFLICT OF INTEREST (AFFIDAVIT OF INTEREST)

STATE OF TEXAS § COUNTY OF HIDALGO §

I, _____, as an **[employee, officer or agent, or any member of his/her immediate family, a partner or a person or an organization which employs or may employ in the near future any of these individuals]** of the LRGVDC, make this affidavit and state that I have a financial or other substantial interest in the LRGVDC which may be considered for the award of **[specify contract or procurement]**.

My interest is as follows:

Upon the filing of this affidavit with the Lower Rio Grande Valley Development Council, I affirm that I will abstain from any further participation in this **[contract or procurement]** whatsoever.

EXECUTED this day of _____, 20 ____.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

SWORN TO AND SUBSCRIBED before me by _____,

on the _____ day of _____, 20 ____.

Notary Public, State of Texas

Commission Expiration

1. This Affidavit must be filed with the Lower Rio Grande Valley Development Council and be maintained as part of the permanent procurement record.
2. Upon filing the Affidavit, the officer, employee or agent must abstain from participating in the procurement process pursuant to the ethics policy set forth in Article VII.

LRVDC FORM (M)

ADDENDA

In the space provided below, acknowledge receipt of addenda: *(if applicable)*

Date Received:

#1	_____
#2	_____
#3	_____
#4	_____
#5	_____

ADDENDUM #1

Please refer requests for additional information or clarification of the specifications via email at lrgvdc@lrgvdc.org .

* this is a correction of the email address listed in item #4 under General Terms and Conditions on page 3, lrgvdc@lrvdc.org..

Vehicle measurements for the mini-vans are:

