

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

**INVITATION TO BID
TIRES FOR
VALLEY METRO TRANSIT FLEET
No: 2019-03**

**“INVITATION TO BID – TIRES FOR
VALLEY METRO TRANSIT FLEET”**

ISSUE DATE: MARCH 31ST, 2019

PROPOSAL DEADLINE: APRIL 18, 2019 by 3PM



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

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SECTION I: GENERAL INSTRUCTIONS

1.1 SOLICITATION SCHEDULE

Release date of Request for Proposal:	March 31 st , 2019
Last day to submit written questions:	April 15 th , 2019, 5:00 P. M. CT
Proposal Deadline:	April 18th, 2019, 3:00 P.M. CT
Public Bid Opening:	April 22 nd , 2019, 2:00 P.M. CT
<i>(Official time clock is LRGVDC phone system)</i>	
Project Begin Date:	Upon Acceptance of Award

1.2 AUTHORIZED AGENCY CONTACT

- Offerors may submit questions and inquiries via email only to lrgvdc@lrgvdc.org.
- No phone or in-person inquiries regarding the proposal shall be conducted other than at the pre-bid conference presentation and Q&A.
- Questions submitted in writing, via email will be answered within three business days.
- Inquiries, questions and responses shall be posted as addendums on LRGVDC website. Offerors should frequently check for any updates.

1.3 PROJECT SUBMISSION

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

LRGVDC
301 West Railroad-Building "D"
Weslaco, Texas 78596
SEALED PROPOSAL
TIRES FOR
VALLEY METRO TRANSIT FLEET
No: 2019-03

- Fax copies are not acceptable. Paper copies only, no CDs or removable memory devices acceptable
- LRGVDC Office Hours: Monday through Friday from 8:00 AM to 5:00 PM
(Office closed on Good Friday, April 19th, 2019)

SECTION II: BACKGROUND INFORMATION

2.1 LRGVDC OVERVIEW

The Lower Rio Grande Valley Development Council (LRGVDC) is one of twenty-four (24) state planning regions and association of local governments formed under Texas Law to address issues and planning needs that cross the boundaries of individual local governments. The LRGVDC coordinates planning efforts, provides a regional approach to problem solving through cooperative action and provides direct services, when applicable. The designated geographical service area is the 3,643 square miles of Cameron, Hidalgo and Willacy Counties.

The LRGVDC is comprised of programs in the fields of economic development, public safety, transportation, environmental services and health and human services. Funding to support these programs originates from local, state, and federal sources. LRGVDC is governed by a twenty-seven (27) member Board of Directors of whom two-thirds are required to be elected officials of the designated boundaries.

The LRGVDC provides public transportation in urbanized and non-urbanized areas of the lower Rio Grande Valley through its transit department, Valley Metro, which operates routes in several communities in Willacy, Cameron, Hidalgo, Starr and Zapata Counties.

2.2 PROJECT SUMMARY

The Lower Rio Grande Valley Development Council (LRGVDC) is requesting proposals for tires for its fleet of buses operated by Valley Metro which will also include tire mounting and disposal when requested. LRVDC invites organizations to provide quality bids for tires 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 Valley Metro fleet consists of 24 buses used to operate 21 routes. The majority of those routes service Hidalgo and Cameron Counties, with other routes that operate in Starr, Willacy and Zapata Counties.

2.3 PROJECT SCOPE

The offeror shall provide a proposal, in accordance with the terms and conditions set forth herein, to provide tires and related services for the transportation fleet according to the project scope. The following quantities are an approximation, and the LRGVDC reserves the right to order less than or slightly more than the quantities listed here:

1. (196) one hundred ninety-six tires size 265/70/19.5
2. (770) seven hundred seventy tires size 225/75R/16
3. (18) eighteen tires size 225/70/19.5
4. (35) thirty-five tires size 245/70R/19.5
5. (20) twenty tires size 265/75-22.5 (front)
6. (70) seventy tires size 225/65/16
7. (41) forty-one tires size 225/75R/16
8. (41) forty-one tires size 315/80R/22.5
9. (30) thirty tires size 245/75/22.5 (rear)
10. (6) six tires size 235/70R/17
11. (6) six tires size 245/70R/17
12. (6) six tires size 235/80R/17

The supplied tires are required to meet the following specification:

- Side wall wear indicators;

- Transit application;
- Minimum Tread Depth: 22/32;
- Load Range J;
- Minimum top speed rating of 55 mph;
- Equal or better quality to Michelin , Goodyear, and Firestone.

Valley Metro may request the supplier provide disposal and destruction services for the removed tires. The supplier must comply with all federal, state, and local laws when disposing of used tires.

All orders will be proceeded by a Purchase Order from the LRGVDC.

Unless contrary to other parts of the Contract, if the goods or the tender of delivery fail in any respect to conform to this Contract, LRGVDC may: 1) reject the whole; or 2) accept the whole; or 3) accept any commercial unit or units and reject the rest.

Shipping

Freight charges will be included in the Bid Price. Contractor shall retain title and control of all goods until delivered and received by Valley Metro. Tires shall be delivered within 3 to 5 days. All risk of transportation and all related charges shall be the responsibility of the Contractor. Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of materials. No Cash on Delivery orders will be accepted. Contractor agrees that shipping errors will be at the expense of the Contractor (i.e. Contractor ships a product to Valley Metro that was not ordered). Contractor will pay for return shipment at the convenience of LRGVDC.

Restocking fees may only be charged on products ordered and delivered to LRGVDC. Restocking fees in excess of 15 percent will not be allowed. Restocking fees may be waived at the option of the Contractor.

Prices will remain firm-fixed for the duration of the first year of the contract. Reasonable price changes based on market conditions and a price/cost analysis may be made after the first contract year upon mutual agreement by both parties.

Questions:

Questions about the content in this Request for Proposals or about Valley Metro’s transit services must be submitted to the LRGVDC no later than April 15th, 2019 by 5:00PM CST. Questions may be submitted by email to: lrgvdc@lrgvdc.org

Answers to questions submitted will be made available to the public on LRGVDC’s website www.lrgvdc.org.

2.4 EVALUATION CRITERIA

Proposals will be selected based on the ability of each bidder to carry out all the requirements contained in this RFP. Incomplete or late proposals or those found to be default, in poor standing or reflective of questionable business/ethical practices will not be considered.

It is the intent of LRGVDC to enter into contractual agreements with the most qualified, responsible bidder whose bid is responsive to the invitation, meeting all qualifications necessary to complete the prescribed scope of work, with the greatest overall value to LRGVDC in terms of price and other enumerated factors such as project history, location registered, etc.

LRGVDC may award a contract of higher qualitative competence of over the lowest priced response seeking the best combination of expertise, experience and value.

Additionally, the following criteria shall be used to evaluate submissions:

- Proven experience in providing tires and related services similar sized transportation programs.
- References from other agencies may be required.
- Profitable operations greater than 3 years in the Rio Grande Valley preferable.
- License to do business in the State of Texas
- Proof of E-Verify enrollment
- Introduced knowledge, experience, resources, and value-added services beyond basic scope of work requirements.
- Proposed project plan and cost proposal exemplifying total overall quality.
- Successful contractor must abide by all FTA and State of Texas procurement policies

2.5 PROPOSAL SUBMISSION

REQUIREMENTS FOR SUBMISSION OF PROPOSALS

Interested parties should submit one (1) original, three (3) copies, and one electronic file version in MS Word or Adobe PDF formatting on a USB flash drive of their proposal, including all forms and required documentation which are due by **3:00 PM (CST), April 18, 2019 to: Lower Rio Grande Valley Development Council, 301 W. Railroad, Weslaco TX 78596**. Proposals must be sealed and marked with the words “TIRES FOR VALLEY METRO TRANSIT FLEET”. Faxed or emailed proposals will not be accepted.

All firms shall include the following documentation in the proposal package:

I) Required Forms

- DBE Forms 1,2,3,4
- Form (B) Authorization
- Form (C) Bid Proposal (Rate Card)
- Form (D) Federal Lobbying Certification
- Form (E) Statement of Qualifications and Certifications
- Form (F) Client References
- Form (G) Subcontractor References
- Form (H) No Participation Response Form
- Form (I) Suspension and Disbarment Certification
- Form (J) E-Verify
- Form (K) Non-Collusion Affidavit
- Form (L) Conflict of Interest Affidavit

II) Submittal of proposal document

All information submitted for this proposal document, i.e. prices, brands, product numbers, any

exceptions to the terms and conditions of this proposal, and the signature page, must be either typewritten or completed in permanent ink. Proposal received differently than in the manner described above will be rejected.

Sealed proposals are invited by the LRGVDC for all labor, services, materials, supplies, equipment, tools, transportation, and other facilities necessary or proper to meet the requirements of the specifications included in scope of service.

The LRGVDC may waive and/or disqualify any proposal not prepared and submitted in accordance with the provisions herein.

Proposals will be received by the designated LRGVDC staff member only at 301 West Railroad, "Building D", Weslaco, Texas 78596 until the time and date stated in the advertisement for proposals.

Any proposals received after the time and date deadline will not be considered.

Any proposals may be withdrawn prior to the scheduled time for the opening thereof.

Proposals must be submitted on the forms provided thereof by the LRGVDC. All blank spaces in the form shall be filled in, amount shall be stated both in words and numerals, the signature shall be longhand, and the completed form shall be without erasure, interlineations, alterations, or any conditions inserted by the offeror.

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

Proposals submitted via methods other than those indicated above will not be accepted.

Cost of Proposal Preparation:

It is the responsibility of the contractor to ensure that proposals are received by the specified date and time. Proposals received after the specific deadline will not be accepted.

Withdrawal or Modification of Proposals:

A modification to a proposal already received by LRGVDC shall be considered only if the modification is requested prior to the date/time for the submittal of final proposals. All modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal. Any modification of the proposal or quotation, except a modification resulting from LRGVDC's request for a "best and final" offer, is subject to the same conditions.

Proposals may be withdrawn by written or fax request received from contractor prior to the date/time for the submittal of final proposals. Proposals may be withdrawn in person by a contractor or an authorized representative, if the representative's identity is made known and the representative signs a receipt documenting the withdrawal of the proposal.

No contractor may withdraw a proposal after the time and date for submittal of final proposals, unless the resulting contract award is delayed for a period exceeding seventy-five (75) calendar days from the deadline for receipt of proposals. LRGVDC reserves the right to request that the contractor grant an extension to the proposal validity period.

No consideration shall be given by LRGVDC to a claim of error in a proposal unless written notice of error and supporting evidence of such claim, including cost breakdown sheets, are delivered to LRGVDC within 48 hours of the opening of proposals. Any review by LRGVDC of a proposal and/or any review of such a claim of

proposal error (including supporting evidence) imposes no duty or liability by LRGVDC to discover any other error or mistake, and the sole liability for any proposal error or mistake rests with the contractor.

Public Disclosure:

All information contained in the proposal may be subject to public inspection.

PROPOSAL EVALUATION PROCESS

LRGVDC will establish a committee who will assess and evaluate the proposals based on the contractor's approach and understanding of the scope of work and the potential value to LRGVDC.

Evaluation Criteria: Proposals will be reviewed for compliance with the requirements of the ITB. Those proposals which are incomplete or those which fail to address the elements identified in Section 2.3 will be rejected. Proposals will also be scored on the clarity and completeness of their submittals.

Evaluation Conference:

To aid in the evaluation process, after proposal opening, LRGVDC may require individual contractors to appear at a date, time and place determined by LRGVDC for the purpose of asking and answering questions to determine if interested entities have a full and complete understanding of the nature and scope of project. In no manner shall such action be construed as negotiations or an indication of LRGVDC's intention to award.

LRGVDC/Valley Metro may choose to require BEST AND FINAL OFFERS regarding this ITB. The contractor whose proposal is in the best interest of Valley Metro will be recommended to the Executive Director of the LRGVDC for acceptance. LRGVDC may negotiate with any or all contractors to arrive at a contract for the performance of the work. LRGVDC reserves the right to select the contractor based on the initial proposals submitted.

Proposals will not be publicly opened and will be kept strictly confidential until Contract is awarded.

SINGLE PROPOSAL PROCESS

If only a single proposal is received, LRGVDC may require the contractor to provide verification of cost/price reasonableness, which may include but is not limited to: a cost analysis or a price comparison between the proposed price and that of similar items, materials, supplies, and/or services to confirm that the proposal submitted price is fair and reasonable. If requested, the contractor shall provide the cost analysis or price comparison within seven (7) calendar days of the date request. LRGVDC reserves the right to reject or accept the proposal submitted on the basis of verification of price reasonableness.

AWARD

LRGVDC shall evaluate all proposals submitted and determine which proposal submittal is in the best interest of the agency. Valley Metro, at its sole discretion, reserves the right to accept or reject any and/or all proposals submitted and to waive minor informalities and irregularities to serve the best interest of the LRGVDC and Valley Metro. These services are intended to be awarded as one package. LRGVDC may enter into a contract with the successful Qualifier within ninety (90) calendar days of the closing date or may extend this time frame or exercise the right to reject all proposals.

SECTION III: PROPOSING CONDITIONS

3.1 PROPOSAL SUBMISSION

Interested parties should submit one (1) original, three (3) copies, and one electronic file version in MS Word or Adobe PDF formatting on a USB flash drive of their proposal, including all forms and required documentation which are due by 3:00PM (CST), April 18, 2019 to: Lower Rio Grande Valley Development Council, Building D, 301 W. Railroad, Weslaco, TX 78596. Proposals must be sealed and marked with the words “**TIRES FOR VALLEY METRO TRANSIT FLEET**”. Faxed or emailed proposals will not be accepted.

3.2 STATUS OF INFORMATION

The LRGVDC shall not be bound by oral or written information released prior to the issuance of the bid. All inquiries regarding this application must be submitted in writing via email to lrgvdc@lrgvdc.org.

Offerors are advised that from the date this bid is issued until the award of the contract, NO contact with personnel and/or Governing Body related to this solicitation is permitted, except as authorized such as email inquiries or scheduled pre-bid conference.

3.3 QUALIFYING CONDITIONS

The work shall be executed under the direction and supervision of Valley Metro Director and his/her properly authorized agents on whose inspection all work shall be accepted or condemned. Valley Metro Director shall have the full power to reject or condemn any materials furnished or work performed under the Contract which does not conform to the terms and conditions set forth in the Invitation to Bid.

All bidder(s) must conform to the final approved specifications. The product furnished must be of first quality, and the workmanship must be the best obtainable in the various trades. The design of the equipment which the manufacturer proposes to furnish must be such as to produce components of substantial, safe, durable construction in all aspects.

All equipment and components shall be in complete compliance with all requirements of the laws of the State of Texas and federal regulations. Should the federal government reinstitute wage price regulations which are applicable to the sale of this equipment pursuant to this bid, bidder/contractor shall comply with the provisions of such laws and regulations that may be adopted.

The Contractor shall warrant to LRGVDC, its successors, and assignees that the title to the material, supplies, and/or equipment covered by the Contract, when delivered to Valley Metro or its successors or assignees, shall be free from all liens and encumbrances.

LRGVDC shall assume risk of loss of the equipment on delivery to Valley Metro, 510 S. Pleasantview, Weslaco, Texas. Prior to this delivery or release, the Contractor shall have the risk of loss of the equipment, including any damages sustained during shipment.

All supplies or workmanship shall be subject to inspection and test by Valley Metro to the extent practicable and in, any event prior to acceptance by Valley Metro. In case of defective material, workmanship, or nonconformity to this Contract, Valley Metro shall have the right either to reject them or require their corrections.

This Contract shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the Scope of Work or compensation shall be mutually agreed upon between LRGVDC and the Contactor as outlined below.

LRGVDC Executive Director may at any time, by a written order and without notice to the sureties, make changes within the general scope of the final Contract as related to this bid document in the list of work described in these specifications. Increases or decreases in compensation shall be allowed for such changes in work according to the method defined in the Terms of Payment Section. Any claim by the successful bidder for adjustment under this clause must be asserted within 30 days of the date of receipt by the successful bidder of the notification of change, provided, however, that if LRGVDC Executive Director decides that the facts justify such action, LRGVDC may receive and act upon any such claim asserted at any time prior to final payment under the Contract.

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the subsequent Contract or the Contractor's right, title, or interest in or to the same or any part thereof without previous consent in writing of LRGVDC Executive Director endorsed thereon or attached thereto. If Contractor should find it necessary to assign the contract to another party or entity, the assignment must be completed upon and by mutual agreement by Contractor and the LRGVDC. Contractor must understand new, assigned party's billing and payment processes, and may need to do a reasonable credit check.

LRGVDC will pay to the Contractor, at the times and in the manner herein provided, the price(s) set forth in the Contract for the work furnished pursuant to the contract documents, and the Contractor agrees to accept said sum(s) as full and final payment for all labor, materials, supplies, equipment, transportation, overhead, profit, taxes, duties, and charges of any nature incurred by Contractor in performing its obligations under the Contract or arising there from.

Bid prices quoted are to be quoted on an FOB destination basis at Valley Metro's Maintenance Facility. Therefore, bid prices shall include all freight charges. Upon completion of work specified in the Contract, the Contractor shall submit an original invoice detailing the quantity and material supplied.

Availability of Funds

LRGVDC has adequate funds to meet its obligations under this Agreement during the current fiscal year and intends to maintain this Agreement for the full period set forth. LRGVDC has no reason to believe that lack of funding will render it unable to fulfill the financial commitment due under the terms of this Agreement. It shall be understood that the availability of funds depends upon varied sources, including governmental funding. If LRGVDC, at any time, fails to have adequate funds to provide all or a portion of the service described in this Agreement, the obligations under this Agreement are suspended on the date the vendor is notified of such occurrence. The suspended obligations will become binding and enforceable from the date adequate funds are appropriated, regardless of the funding source.

This Contract shall be governed by the laws of the State of Texas, and any action brought in regard hereto shall be brought in Hidalgo County, Texas. Should any legal action, litigation, or arbitration become necessary, the non-prevailing party shall pay any and all fees.

LRGVDC's officers, employees, agents, or any family members of same shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

The Contractor shall be deemed an independent contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors, and the employees thereof shall not in any manner be

deemed to be employees of LRGVDC.

As such, the employees of the Contractor, its contractors, and subcontractors, shall not be subject to any withholding for tax, social security, or other purposes, nor shall such Contractor, subcontractor, or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers' or unemployment compensation or the like from LRGVDC.

The proposal shall state whether the offeror is a corporation or co-partnership, and, if a corporation, under the laws of what state and have the corporate seal affixed. If a co-partnership, the full name or names of all interested parties.

The successful offeror shall submit a certificate of incorporation in the state of Texas or proof of authorization to do business in the State of Texas.

The Contractor shall procure and maintain insurance for the duration of the contract. Entities that self-insure must maintain this insurance for the duration of the contract.

The Contractor shall indemnify and hold the LRGVDC harmless.

The Contractor shall pay any and all Federal, State, County, or City taxes which may be applicable herein.

Either party shall not be liable for any failure of or delay in the performance of an agreement that results from this opportunity for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to, acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

3.4 Taxes

As a municipal corporation, LRGVDC is exempt from federal excise taxes. Federal Exemption Certificates will be furnished if so requested.

Unless otherwise provided in the contract documents, the Contractor shall pay all sales, use, and similar taxes which are legally enacted at the time bids are received and shall secure and pay for all permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the work.

3.5 Indemnification

The Contractor shall indemnify, keep, and save harmless LRGVDC, its agents, officials, and employees, against all suits or claims that may be based on any injury to persons, including Contractor's employees, or damages to property that may occur in the course of the performance of the Contract by the Contractor, whether or not it shall be claimed that the injury or damage was caused by the negligence of LRGVDC, its officers, employees, or agents. Contractor shall, at its own expense, defend any and all such claims, including, but not limited to, payment of all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against LRGVDC in any such action, the Contractor shall, at its own expense, satisfy, and discharge the same.

If the injured claimant is one (1) of Contractor's employees, Contractor agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW. This indemnification clause has been mutually negotiated by Contractor and LRGVDC.

3.6 Duty to Inform

If at any time during the performance of this Contract, or at any time in the future, Contractor becomes aware of actual or potential problems, fault, or defect in the project, any nonconformance with any contract document or federal, state, or local law, rule, or regulation or has any objection to any decision or order made by LRGVDC, Contractor shall give prompt written notice thereof to LRGVDC. Any delay in or failure on the part of LRGVDC to provide a written response to Contractor shall neither constitute agreement with or acquiescence to Contractor's statement or claim, nor constitute a waiver of any of LRGVDC's rights.

3.7 Notices

All notices required to be given under the contract shall be in writing and may be delivered personally or by regular, registered, or certified mail to LRGVDC's Project Manager as specified in the Contract.

3.8 Defective or Damaged Work and Damages

If any work is delivered incomplete or contains any defective or damaged parts, said parts shall be removed and new parts shall be furnished. The new parts furnished, including transportation charges for the same, plus the labor for the removal of said parts, shall be free of all costs to LRGVDC. If LRGVDC finds it necessary to perform any work on any equipment which should have been done by the Contractor within the intent of these specifications, the Contractor agrees to reimburse LRGVDC all costs incident thereto, including materials, labor, and overhead.

If the Contractor shall fail to comply promptly with any order by LRGVDC to repair, replace, or correct damaged or defective work, then LRGVDC Executive Director shall, upon written notice to the Contractor, have the authority to deduct the cost thereof from any compensation due or become due to the Contractor.

All loss or damage arising from any unforeseen obstructions or difficulties, either natural or artificial, which may be encountered in the prosecution of the work or the furnishing of the supplies, materials, or equipment, or from any action of the elements prior to the final acceptance of the work or the supply of materials or equipment or from any act or omission not authorized by the Contract or by the Contractor or any agent or person employed by the Contractor, shall be sustained by the Contractor.

Acceptance of any equipment or components shall not release the Contractor from liability for faulty workmanship or materials appearing, even after the final payment has been made. LRGVDC reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship, which do not conform to the specifications. However, LRGVDC is under no duty to make such inspection and if no such inspection is made, the Contractor shall not be relieved of any obligation to furnish materials and workmanship strictly in accordance with specifications.

3.9 Warranty of Work

The Contractor warrants to LRGVDC that all materials and equipment furnished under this Contract will be of the highest quality and new unless otherwise specified by LRGVDC, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. Contractor shall adhere to manufacturer's warranty for products offered under this proposal, which defines the criteria for warranty eligibility and the claims or replacement procedures for the product(s) covered. The LRGVDC, for all materials and/or equipment provided under this proposal, shall have the full benefit of Contractor's standard warranty for such materials and/or equipment. Contractor will attach copies of all

warranties associated with products offered under this proposal to this bid.

The work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum period of three (3) years after final payment by LRGVDC and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to LRGVDC.

3.10 Penalty for Failure to Complete Contract

In case of failure on the part of the Contractor to complete the Contract, the Contract may be terminated, and in such event (1) LRGVDC shall complete such Contract without further liability to the Contractor for compensation for any labor, supplies, or materials furnished by the Contractor under said Contract; or (2) LRGVDC shall direct the Contractor to remove any equipment delivered by the Contractor and refund to LRGVDC any amounts paid by LRGVDC to the Contractor, and LRGVDC shall have no further liability to the Contractor. In any case, either by reletting or otherwise, the Contractor and its surety bondsman shall be liable to LRGVDC for all loss or damage which it may suffer on account of the Contractor's failure to complete the Contract within such time.

3.11 Excusable Delays

Except with respect to defaults of subcontractors, the Contractor shall not be considered in default by reason of any failure to perform in accordance with the Contract if such failure arises out of causes beyond the control and without the fault of negligence of the Contractor. Such causes may include, but are not restricted to:

- Acts of God or of the public enemy;
- Acts of the government in its sovereign or contractual capacity;
- Fire beyond the reasonable control of the contractor;
- Floods;
- Epidemics;
- Quarantine restrictions;
- Strikes or other labor disruptions, except for the first five (5) working days of any strike or labor disruption;
- Freight embargoes;
- Extraordinary conditions of weather for the area and time of year, Extraordinary conditions of weather shall not be deemed Extraordinary if they fall within two (2) standard deviations from the mean of data recoded by the U.S. Weather Bureau for the Portland Metropolitan area over the last 20. Impacts of ongoing weather conditions shall be updated weekly the Contractor and provided to the project manager.

In every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor(s), and if such default arises from causes beyond the control of both the Contractor and the subcontractor(s) and without the fault of negligence of either of them, the Contractor shall not be in default by reason of any failure to perform, unless the supplies or services to be furnished by the subcontractor(s) were reasonably obtainable from other sources on similar terms and in sufficient time to permit the Contractor to meet the contract requirements.

Should the Contractor fail to perform because of cause(s) described in this paragraph, LRGVDC shall make a mutually acceptable revision in the Project Schedule.

3.12 Termination of Contract

3.12.1 Termination of Convenience

LRGVDC may terminate this Contract, in whole or in part, at any time by written notice to the Contractor with

at least 10 days written notice. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit to LRGVDC its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to LRGVDC, the Contractor will account for the same and dispose of it in the manner LRGVDC directs.

3.12.2 Termination for Default

In the event the Contractor is, or has been, in violation of the terms of this Contract, including the Bid Documents, Specifications, and Contract, LRGVDC reserves the right, upon written notice of 10 days to the Contractor, to cancel, terminate, or suspend this Contract in whole or in part.

Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in the Contract.

Any failure to make progress which significantly endangers performance of the Project within a reasonable time shall be deemed to be a violation of the terms of this Contract.

If it is later determined by LRGVDC that the Contractor had an excusable reason for not performing, such a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, LRGVDC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

3.13 Breaches and Dispute Resolution

3.13.1 Disputes

Disputes arising in the performance of this Contract, including, but not limited to, the Indemnification provision, which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of LRGVDC, unless the Consultant initiates the following internal appeal process. This LRGVDC decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to LRGVDC. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. If this appeal process fails then either party may pursue its remedies as set forth in Remedies below.

3.13.2 Performance During Dispute

Unless otherwise directed by LRGVDC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

3.13.3 Claims for Damages

Should either party to the Contract suffers injury or damage to person or property because of any act or omission of the party or of any of its employees, agents, or others for whose acts s/he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

3.13.4 Remedies

All claims, counterclaims, disputes, and other matters in question between LRGVDC and the Consultant arising

out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which LRGVDC is located.

3.13.5 Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by LRGVDC or Consultant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

3.14 Claims

It is an express condition of the Contractor's right to make a claim or to receive any recovery or relief under or in connection with the contract, that the Contractor submit a written notice of Intent to Claim to LRGVDC in accordance with the provisions of this section. Failure to comply with the provisions hereof shall constitute a waiver by the Contractor of any right, equitable or otherwise, to bring any such claim against LRGVDC.

A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, and extension of time or other relief with respect to the terms of the Contract. Claims shall be made in writing. The responsibility to substantiate Claims shall rest with the party making the claim.

3.14.1 Notice of Intent to Claim

The Contractor shall submit written notice to LRGVDC of such claim within ten (10) days after the date when Contractor first knew or reasonably should have known, of the event or condition giving rise to the apparent claim. If the event or occurrence is claimed to be an act of omission of LRGVDC, notice shall be given prior to the commencing of the portion of the work to which such alleged act or omission relates. The written Notice of Intent to Claim shall set forth:

1. The reasons for which the Contractor believes additional compensation will or may be due;
2. The nature of the costs involved;
3. The Contractor's plan or action for mitigating such costs; and
4. If ascertainable the amount of the potential claim.

3.14.2 Written Claim

Following written notice of Claim, Claims shall be made in writing within 21 calendar days after occurrence of the event giving rise to such Claim or within 21 calendar days after the claimant first reasonably should have known of the condition giving rise to the Claim whichever is later. A written Claim from the Contractor shall provide, at a minimum, the following details:

1. The date and a detailed description of the event giving rise to the Claim;
2. A detailed statement of the nature of all impacts to the Contractor, and all others, if any, affected by the Claim event;
3. A detailed breakdown and calculation of the amount of the adjustment in Contract Sum, if any, sought by the Contractor for itself and for others, if any, together with substantiation and backup for all costs;
4. A detailed breakdown and calculation of the amount of the adjustment to Contract Time, if any, sought by the Contractor, together with Critical Path Method schedule analysis showing claimed impact on the project

completion date asserted by the Contractor;

5. A detailed analysis and substantiation for other relief, if any, sought with respect to the terms of the Contract; and

6. A statement of all provisions of the Contract Documents upon which the Claim is based.

The Contractor's failure to submit any claim in writing within the relevant time and in the manner prescribed shall waive any relief that might otherwise be due with respect to such claim.

3.14.3 Performance During Claim

Pending final resolution of a Claim, the Contractor shall proceed diligently with performance of the Contract. LRGVDC will continue to make proper payments for work items that are undisputed and in accordance with the Contract.

3.14.4 Claim Audits

All Claims filed against LRGVDC shall be subject to audit at any time following the filing of the Claim. Failure of the Contractor, or subcontractors of any tier, to maintain and retain sufficient records to allow LRGVDC to verify all or a portion of the Claim or to permit LRGVDC access to the books and records of the Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

In support of LRGVDC audit of any claim, the Contractor shall upon request, promptly, and in any event no later than the date provided by LRGVDC, make available documents that include, but are not limited to:

- Daily time sheets and supervisor's daily reports;
- Collective bargaining agreements;
- Insurance, welfare, and benefits records unless prohibited by law, company, or corporate policy
- Payroll registers;
- Earning records;
- Payroll tax forms;
- Material invoices, requisitions, and delivery confirmations;
- Material cost distribution worksheets;
- Equipment records (list of company equipment, rates, etc.);
- Vendors', rental agencies', Subcontractors and agents' invoices;
- Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
- Subcontractors and agents' payment certificates;
- Cancelled checks;
- Job cost reports, including monthly totals;
- Job payroll ledger;
- Cash disbursements journal;
- Financial statements for all years reflecting the operations on the project;
- Depreciation records on all company equipment;
- All documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each claim; and
- Worksheets, software and all other documents used by the Contractor to prepare its bid and the Claim(s).

The audit may be performed by employees of LRGVDC or a representative. The Contractor, its Subcontractors, shall provide adequate facilities acceptable to LRGVDC for the audit during normal business hours. The Contractor, and all Subcontractors, shall make a good faith effort to cooperate with LRGVDC's auditors.

3.14.5 Review and Resolution of Claims

LRGVDC shall be entitled to reasonable time, in no case more than 45 days, after it receives the claim in writing and accompanied by proper supporting documents and evidence, in which to investigate, review, and evaluate such claim. When LRGVDC has completed its investigation, review, and evaluation, it will advise the Contractor of the relief, if any, to which it was found the Contractor to be entitled. Should the Contractor not be satisfied with LRGVDC's findings, may request, in writing, mediation within 14 calendar days after being so advised thereof. If the parties have not reached agreement through mediation within 30 days the parties may seek other alternative dispute resolution process.

The quantities listed on the proposal form are for comparing proposals only. The actual quantities are used during the contract period may vary higher or lower. Payment by the LRGVDC to the successful offeror shall be made based on the actual quantities of authorized work performed under each item and only at that item's unit proposal price.

The LRGVDC shall not be liable for any costs incurred by offerors in the preparation of proposals or for any work performed in connection therewith.

The successful offeror's attention is called to the fact that materials not actually incorporated into the work will not be exempt for the payment of sales tax. This will apply to such things as:

- a. Machinery and equipment, including rentals or repair parts.
- b. Supplies, tools, miscellaneous equipment, and/or materials.
- c. Any other items purchased or rented by the contractor for his use in performing the contract and not incorporated into the realty.

The LRGVDC reserves the right to postpone or cancel the bid and to reject any or all proposals.

LRGVDC DBE and Equal Opportunity Employment requirements will apply to this contract.

Vendor agrees to comply with all the terms and conditions contained in this document and the ITB.

Vendor guarantees product will meet or exceed the written specifications identified in the ITB.

Vendor agrees to protect the LRGVDC from claims involving infringement of patents or copyrights

Please refer requests for additional information or clarification of the specifications by email. Send request to lrgvdc@lrgvdc.org.

Taxes: The LRGVDC purchases are not subject to taxation. Tax exemption certificates will be available upon request.

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.

Electronic Transmission of Bids: The LRGVDC Procurement Department will **NOT** accept telegraphic or electronically transmitted (Email) bids.

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.

Restrictive Specifications: It is the responsibility of the prospective bidder to review the entire Invitation to Bid (ITB) 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 in the Procurement Department not less than seventy-two (72) hours prior to the time set for bid opening.

The LRGVDC, will not award a contract, if after bid evaluation, it is determined to not be in the best interest of the LRGVDC.

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.**

Incomplete bids will be considered as non-responsive and not considered.

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.

Assignment of Contract: Transfer of assignment of contract is prohibited.

Addendums: Should an addition or correction become necessary after an ITB is issued, an addendum relating the necessary information will be mailed to all bidders on record with the LRGVDC as having received a copy of the initial ITB. Bidders are required to acknowledge the addendum by returning the addendum with the bid.

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 Invitation to Bid 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.

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 ITB 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.

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.

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.

1. 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.

2. **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.**
3. Bidders must certify that **all** equipment is made from new components and that no refurbished and/or used components have been included.
4. Vendor must accept Purchase Orders.
5. **Payment:** Please allow 30 days **after** the receipt of the merchandise and invoice for payment
6. 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.

3.15 NON-COLLUSIVE PROPOSING CERTIFICATE

All offerors must complete the Non-Collusion certification included submitted as part of the proposal. Any offers submitted without the fully executed Non-Collusion Certifications will be rejected.

If in any case the offeror cannot make the foregoing certification, the offeror shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reason therefore as it's acknowledged that the bidder may offer the products hereunder to third party customers on an arm-length basis, at the same prices being submitted in the bid, and such customers may or may not be additional bidders to this contract.

The offeror whose proposal is accepted shall, after written notice by the designated agency staff member enter into a contract and furnish an insurance certificate complying with the provisions of insurance specification. The notice shall be served personally or by the mailing thereof in a postpaid wrapper addressed to the offeror at the address given in the proposal. This contract must be approved by the LRGVDC.

The contract shall be governed and construed under the laws of the State of Texas. Venue for any and all disputes under the contract shall be in Hidalgo County, Texas. Any and all settlement discussions,

examinations before trial, depositions and or any other proceedings related to any disputes under the contract shall also be held in Hidalgo County, Texas.

3.16 ADDENDA

Any addenda issued during the time of proposing must be included in the proposal, and in enacting the contract, they shall become a part thereof.

The LRGVDC will issue responses to inquiries and any other corrections or amendments it deems necessary, in written addenda issued prior to the proposal deadline.

Offerors should not rely on any representations, statements or explanations other than those made in this bid or in a formal addendum.

The offeror should verify with the designated contact person, prior to submitting a proposal, that all addenda have been received. Offerors are required to acknowledge the number of addenda received as part of their proposals.

3.17 CONFIDENTIAL/PROPRIETARY INFORMATION

Offerors should specifically identify those portions of the proposal to be confidential, proprietary information or trade secrets and provide justification why such material, upon request, should not be disclosed.

3.18 ORAL PRESENTATIONS AND INTERVIEWS

The LRGVDC may require offerors to give oral or visual presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.

3.19 DISCUSSIONS/NEGOTIATIONS/BEST AND FINAL OFFERS

Basis of award is to the lowest responsible bidder, as per LRGVDC Procurement Policy.

3.20 OFFERORS ACCEPTANCE OF CONTRACT PROVISIONS

By submitting a proposal indicated to the LRGVDC the offeror accepts the standard contract provisions that will become part of the final contract.

3.21 CONTRACT AWARD

Any proposed contract award shall be subject to all required approvals. Contract award shall be subject to the following conditions, where applicable:

- a. Americans with Disabilities Act
- b. Cameron, Hidalgo and Willacy Living Wage Ordinance.

3.22 CONTINUATION CONTRACTS

The following provisions apply to continuing contracts awarded as the result of this solicitation:

The contract is subject to modification or cancellation if adequate funds are not appropriated to the LRGVDC to support the continuation of performance in any fiscal year succeeding the first but not to exceed three (3) years;

The contract is subject to modification or cancellation if the contractor's performance is not satisfactory; and the Contract Coordinator will notify the contractor as soon as it is practicable that the funds are not available for the continuation of the contract term for each succeeding year.

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. Any clauses not related to this opportunity, such as those pertaining to construction projects, may be omitted.

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 FTA 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

**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. Sub-contractor References**
- J. No Participation Forms**
- K. Disbarment Certification**
- L. E-Verify**
- M. Non-Collusion Certificate**
- N. Conflict of Interest Affidavit**
- O. Addenda**

A. PROPOSAL ACKNOWLEDGEMENT
“TIRES FOR VALLEY METRO TRANSIT FLEET”

ISSUE DATE: MARCH 31, 2019

PROPOSAL DEADLINE: APRIL 18, 2019 @ 3PM

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

ADDRESS OF PRINCIPAL OFFICE:

Street:	
City:	
State:	
Zip	

PRINCIPAL OFFICERS: (If publicly held corporation, a listing of principal shareholders owning 10% or more of corporation's common stock)

NAME	ADDRESS	TITLE
------	---------	-------

PRINCIPAL STOCKHOLDERS:

NAME	ADDRESS	TITLE
------	---------	-------

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

TIRES FOR VALLEY METRO TRANSIT 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
TIRES FOR VALLEY METRO TRANSIT 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
TIRES FOR VALLEY METRO TRANSIT 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**

**ITB - TIRES FOR VALLEY METRO 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
ITB - TIRES FOR VALLEY METRO TRANSIT FLEET

By signing below the contractor accepts terms and conditions listed in ITB 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

ITB - TIRES FOR VALLEY METRO TRANSIT FLEET

BID FORM

Date _____

The undersigned hereby certifies that the locations and construction details of work outlined in the Plans and Specifications have been personally examined for:

ITB – TIRES FOR VALLEY METRO TRANSIT FLEET

and has read and thoroughly understands the plans and specifications and contract governing the work included in this improvement and the method by which payment will be made for said work and hereby proposes to undertake and complete the work included in this improvement in accordance with said plans, specifications and contract and at the following schedule of rates and prices. The undersigned Bidder declares that their bid is made with the full knowledge of the kind, quality and quantity of product to be furnished, and their said bid is stated on the attached proposal page. In addition the undersigned understands that any condition stated, clarification made to the above, or information submitted on or with this form, other than requested, will render the Bid unresponsive.

Valley Metro reserves the right to adjust the scope of this work to match available funds.

NOTE:

- Pricing should include all applicable fees.
- Show prices in legible figures (not words) written in ink or typed.
- Where conflict occurs unit price shall prevail.
- Your bid will be considered irregular and will be rejected if:
 - The unit price is left blank and a price per unit cannot be determined by equally dividing into the total price so as to result in a whole number.
 - Your bid shall be considered nonresponsive and therefore, void if:
Figures are illegible; and Minimum bid requirements are not met (when applicable).

- CONTINUED ON NEXT PAGE -

Bidders may add sheets each size of tire requested in this ITB.

Tire Size	Approximate Quantity	Items with Unit Price Bid	Unit Price	Total Price
		Transit Tires	\$	\$
			Total	\$

Brand of Tire
Bid:

OPTIONAL SERVICES

Item Number	Approximate Quantity	Items with Unit Price Bid	Unit Price	Total Price
		Disposal and Destruction of Removed Tires	\$	\$
			Total	\$

Item Number	Approximate Quantity	Items with Unit Price Bid	Unit Price	Total Price
		Mounting and Balancing of Tires	\$	\$
			Total	\$

LRGVDC FORM (F)

CERTIFICATION REGARDING LOBBYING

ITB - TIRES FOR VALLEY METRO TRANSIT 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 subcontracts, 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

ITB - TIRES FOR VALLEY METRO TRANSIT 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

ITB - TIRES FOR VALLEY METRO TRANSIT 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)

**SUBCONTRACTOR REFERENCES
ITB - TIRES FOR VALLEY METRO TRANSIT FLEET**

Please list at least three subcontractor references whom you have worked with in the last year, such as radio stations, ad installers, printers, or other vendors that may be contracted regarding your business practices and payment for services.

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 (J)
NO PARTICIPATION RESPONSE FORM
ITB - TIRES FOR VALLEY METRO TRANSIT
FLEET

When submitting a "No Proposal" mail this completed form to LRGVDC, 301W. Railroad, Weslaco TX,
78596

Project Title: Advertising Sales and Service for Valley Metro Fleet

- Cannot comply with specifications
- Cannot meet delivery requirement
- Does not regularly manufacture or sell the type of commodity involved
- Other (please specify): _____

Explanation of reason(s) checked: _____

Check one of the following:

- We do desire to be retained on the mailing list for future procurements of this product.
- We do not desire to be retained on the mailing list for future procurements of this product.

Please state below the firm's Name, Address and Telephone Number:

Name: _____ Phone: _____

Address: _____

Signature: _____ Date: _____

Type or Print Name and Title

LRGVDC FORM (K)

DISBARMENT CERTIFICATION

ITB - TIRES FOR VALLEY METRO TRANSIT 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 (L)

E-VERIFY

ITB - TIRES FOR VALLEY METRO TRANSIT 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: _____

**LRGVDC FORM (M)
NON-COLLUSION AFFIDAVIT**

STATE OF TEXAS §

§

COUNTY OF

HIDALGO §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Title 2 - Section 15.01, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

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.

LRGVDC FORM (N)
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.

LRGVDC FORM (O)
ADDENDA

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

Date Received:

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

