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**FOR**  
**CONSTRUCTION, LEASE & MAINTENANCE OF LED BILLBOARD**  
**FOR**  
**REYNOSA-PHARR INTERNATIONAL PORT OF ENTRY**

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## REQUEST FOR PROPOSALS

The City of Pharr will receive sealed proposals addressed to **Juan G. Guerra, City Manager**, and submitted to the City Clerk's office located on the 4<sup>th</sup> Floor, 118 S. Cage Blvd., Pharr, Texas 78577 until **2:00 p.m. on Thursday, December 8, 2016** for the **Construction, Lease, and Maintenance of LED Billboard for Reynosa-Pharr International Port of Entry**. All submitted RFP's will be gathered and taken to the City Council Conference Room, 2nd Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and returned to the bidder unopened. City of Pharr normal business days are Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. and shall be closed on recognized holidays.

### CONSTRUCTION, LEASE, & MAINTENANCE OF LED BILLBOARD FOR REYNOSA- PHARR INTERNATIONAL PORT OF ENTRY

#### RFP No. 1617-70-510-0015

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUESTS FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Pharr webpage address: [www.pharr-tx.gov](http://www.pharr-tx.gov) . (Respondents must check the website often for any addendums that may be issued), or may obtain copies of the same by contacting the office of: LUIS BAZAN, BRIDGE DIRECTOR, LOCATED AT 9900 S. CAGE BLVD., PHARR, TEXAS 78577 by calling (956) 402-4660 or by emailing your request to the following email address: [luis.bazan@pharr-tx.gov](mailto:luis.bazan@pharr-tx.gov) .

If you have any questions or require additional information regarding this RFP, please contact Luis Bazan, Bridge Director at (956) 402-4660.

Hand Delivered RFP'S: City of Pharr  
ATTN: Juan G. Guerra (4th Floor)  
118 S. Cage Blvd. (4<sup>th</sup> Floor)  
Pharr, Texas 78577

If using Land Courier (i.e. Fed EX. UPS): City of Pharr  
ATTN: Juan G. Guerra  
118 S. Cage Blvd. (4th Floor)  
Pharr, Texas 78577

If Mailing Proposals: City of Pharr  
ATTN: Juan G. Guerra  
118 S. Cage Blvd. (4th Floor)  
Pharr, Texas 78577

Brief Description: It is the intent of the City of Pharr to lease space, three hundred and sixty square feet (360 ft.<sup>2</sup>) for sole purpose of constructing, operating (inclusive of software /equipment) and contracting advertising for an outdoor billboard [Light Emitting Diode Sign (LED)].

It shall be mandatory that a Respondent's Bond from a reliable surety company licensed to operate in the State of Texas or certified cashier's check, payable without recourse to the City of Pharr, for the amount of \$3,000 shall accompany the bid as a guaranty that, if awarded the contract, the bidder will enter into a contract with the City of Pharr.

The City of Pharr reserves the right to refuse and reject any or all responses and to waive any or all formalities or technicalities and to accept the Proposal to be the best and most advantageous to the City, and hold the responses for a period of sixty (60) days without taking action.

Envelopes must be clearly marked:

**Project No. 1617-70-510-0015**

**RFP – CONSTRUCTION, LEASE, & MAINTENANCE OF LED BILLBOARD  
FOR REYNOSA- PHARR INTERNATIONAL PORT OF ENTRY**

## CITY OF PHARR

### INSTRUCTIONS TO RESPONDENTS

**DEVIATION FROM SPECIFICATION** Please read your specifications thoroughly and be sure that the **LED BILLBOARD** offered complies with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated on the item specification. If no exceptions are noted, and you are the successful respondent, it will be required that the **LED BILLBOARD** be provided as specified.

#### **PURPOSE**

(1) The purpose of these specifications/requirements and Proposal Documents is to execute a Lease Contract for:

#### **CONSTRUCTION, LEASE, & MAINTENANCE OF LED BILLBOARD FOR REYNOSA-PHARR INTERNATIONAL PORT OF ENTRY**

#### **INTENT**

(2) The **LED BILLBOARD** to be furnished under this proposal shall be new and unused current state of the art. All specifications/requirements shown are minimum. There is no intention to disqualify any respondent who can meet these specifications.

#### **SUBMITTAL OF PROPOSAL**

(3) Proposals will be submitted in sealed envelopes as referenced on the attached solicitation. **FOUR (4) complete sets** of the response **One (1) ORIGINAL** marked "**ORIGINAL**" and **THREE (3) COPIES** marked "**COPY 1**", "**COPY 2**", "**COPY 3**", **etc.** of their response, complete with all supporting documentation. RFPs submitted by facsimile (fax) shall **NOT** be accepted. Submittal of a proposal in response to this solicitation for proposals constitutes an offer by the Respondent and if accepted by the City constitutes a contract. Proposals which do not comply with these specifications/requirements may be rejected at the option of the City. Proposals must be filed with the City of Pharr, before opening day and hour. No late proposals will be accepted. They will be returned to Respondent unopened (if properly identified).

**Hand-deliver Proposals:** 118 S. Cage Blvd., 4<sup>th</sup> Floor, Pharr, Texas 78577

**If using Land Courier (i.e., FedEx, UPS):** 118 S. Cage Blvd., 4<sup>th</sup> Floor, Pharr, Texas 78577

**Mail Proposals:** 118 S. Cage Blvd., 4<sup>th</sup> Floor, Pharr, Texas 78577

## **INSTRUCTIONS TO RESPONDENTS Continued:**

### **PREPARATION OF PROPOSAL**

(4) Proposals **MUST** give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your proposal. Person signing proposal must show title or **AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT**. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the proposal. Partnership and Individual Respondent/Bidder shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

### **ALTERATIONS/AMENDMENTS TO PROPOSAL**

(5) Proposals **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No proposal may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Pharr.

### **SALES TAX**

(6) **STATE SALES TAX MUST NOT BE INCLUDED IN PROPOSAL.**

### **SUBSTITUTIONS**

(7) No substitutions or cancellations permitted without written approval of City of Pharr.

### **NO PROPOSAL RESPONSE**

(8) If unable to submit a proposal, respondent should return inquiry giving reasons.

### **EXCEPTIONS**

(9) Any additions, deletions, or variations from the following specifications/requirements must be noted. Any parts not specifically mentioned which are necessary for the **LED BILLBOARD** to be complete and ready for use or which are normally furnished as standard parts shall be furnished by the successful respondent and shall confirm in strength, quality, and workmanship to the accepted standards of the industry.

### **LIST OF EXCEPTIONS**

(10) The respondent shall attach to his/her proposal sheet a list of any exceptions to the specifications if unable to do so, on specification/requirements sheet.

## **INSTRUCTIONS TO RESPONDENTS Continued:**

### **DELIVERY**

(11) Number of days required to deliver/install **LED BILLBOARD** after receiving order must be stated in the proposal Failure to so state will obligate respondent to complete delivery within Twelve weeks.

### **DELAY IN DELIVERY**

(12) When delay can be foreseen, Respondent shall give prior notice to City of Pharr. Respondent must keep City of Pharr advised at all times of status of order. Default in promised delivery/installation (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Pharr to purchase such **LED BILLBOARD** elsewhere and charge increase in cost and handling to defaulting respondent.

(12A) Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful respondent.

### **QUOTE DELIVERED PRICING**

(13) Quote F.O.B. Pharr, TX. If not quoting, show guaranteed exact cost to deliver. Proposals in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Proposals subject to unlimited price increase will not be considered.

### **VALID PROPOSAL TIME FRAME**

(14) The City may hold proposals sixty (60) days after proposal opening without taking action. Respondents shall be required to hold their proposals firm for the same period of time.

### **RIGHT TO REJECT/AWARD**

(15) The City of Pharr reserves the right to refuse and reject any or all proposals, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Pharr.

### **COMPARABLE ITEM(S)**

(16) Unless otherwise specified, any catalog or manufacturer's reference or brand name(s) used in describing the **LED BILLBOARD** is merely descriptive, and not restrictive, and is used only to indicate type and style of **LED BILLBOARD** desired. If a respondent quotes on an **LED BILLBOARD** other than the one specified, which he/she considers comparable, the make and model of said **LED BILLBOARD** must be specified in the solicitation documents and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the **LED BILLBOARD** as called for in the specifications/requirements.

## **INSTRUCTIONS TO RESPONDENTS Continued:**

### **INDEMNIFICATION CLAUSE**

(17) The respondent hereby agrees to protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any ways incident to, in connection with or arising directly or indirectly out of this contract. Respondent agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the respondent. In addition, the respondent shall protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action relating to, for, or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Department, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used. Respondent also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against respondent or the City or to enlarge in any way the respondent's liability but is intended solely to provide for indemnification of the City from liability from damages or injuries to third persons or property arising from respondent's performance hereunder.

### **ADDENDA AND MODIFICATIONS**

(18) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Department. At the request of the respondent, or in the event the Purchasing Department deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing Department. Such addendum and/or notice of addendum will be mailed by certified mail (return receipt requested), e-mailed, hand delivered and/or faxed, to all respondents receiving the original RFP and will become part of the RFP package having the same binding effect as provisions of the original RFP. It shall be the respondent(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Pharr and as such are made part of the original RFP documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements. Addendums are available online at [www.pharr-tx.gov](http://www.pharr-tx.gov) No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be

## **INSTRUCTIONS TO RESPONDENTS Continued:**

submitted in writing and must be received by the City of Pharr Purchasing Department no later than five (5) days prior to the RFP closing date. The City does not assume responsibility for the receipt of any addendum sent to respondents.

### **SYNONYM**

(19) Where in this proposal package **LED BILLBOARD** and/or **SERVICES** is used, its meaning shall refer to the **RFP – CONSTRUCTION, LEASE, & MAINTENANCE OF LED BILLBOARD FOR REYNOSA-PHARR INTERNATIONAL PORT OF ENTRY** as specified.

### **ASSIGNMENT**

(20) Neither the respondents' contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Pharr.

### **INTERPRETATIONS**

(21) Any questions concerning the solicitation and/or specifications/requirements with regards to this request for proposals shall be directed to the designated individuals as outlined in the Request for Proposals. Such interpretations, which may affect the eventual outcome of this request for proposals, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Pharr in accordance with paragraph entitled "Addenda."

### **GEOGRAPHICAL LOCATION**

(22) The geographical location(s) of respondent's facilities referenced Parts and Service will be a factor in the evaluation and award of contract.

### **WARRANTY**

(23) Warranty: Specify terms and conditions. Respondents are asked to submit written documentation referenced manufacturer warranty along with their proposal(s). Manufacturer's warranty offered will be a factor in the evaluation and award of contract.

### **STATUTORY REQUIREMENTS**

(24) It shall be the responsibility of the successful Respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

**INSTRUCTIONS TO RESPONDENTS Continued:**

**RESPONDENT’S EMPLOYEES**

(25) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Purchase/Installation Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

**EVALUATION**

(26) Number of days and/or weeks stated on proposal form for delivery/installation will be a factor in the evaluation and award of contract.

**RIGHT TO WAIVE**

(27) City of Pharr reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Pharr.

**COOPERATIVE PRICING**

(28) Respondents are advised that in addition to responding to our “local” solicitation for bids/proposals with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, H-GAC, TPASS, TX DOT, US Communities and/or any other State of Texas recognized and approved cooperative which has complied with the solicitation requirements for the State of Texas. If proposing other than or in addition to “dealer” pricing, kindly duplicate the proposal forms for each proposal being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

**TIME ALLOWED FOR ACTION TAKEN**

(29) The City of Pharr may hold proposals sixty (60) days after the opening of proposals without taking action. Respondents are required to hold their proposals firm for same period of time.

**PREPARATION OF PROPOSAL**

(30) The City of Pharr shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a proposal or for any work performed prior to execution of contract.

## **INSTRUCTIONS TO RESPONDENTS Continued:**

### **CONFIDENTIAL INFORMATION**

(31) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

### **VERBAL THREATS**

(32) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

### **MATHEMATICAL ERRORS**

(33) In the event that mathematical errors exist in any proposal, unit prices/rates -v- totals, unit prices/rates will govern.

### **PAST PERFORMANCE**

(34) Respondent's past performance shall be taken into consideration in the evaluation and award of "Purchase/Installation Contract".

### **JURISDICTION**

(35) Purchase/Installation Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

### **VENUE**

(36) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

## **INSTRUCTIONS TO RESPONDENTS Continued:**

### **CONFLICT OF INTEREST**

(37) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Pharr not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

(38) In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

**INSTRUCTIONS TO RESPONDENTS Continued:**

**BUDGET APPROVAL**

(39) For purposes of this project, award will be contingent on approval of budget.

**METHOD OF AWARD**

(40) Respondents are advised that the City of Pharr reserves the right to award this Purchase/Installation Contract to the respondent that provided the City of Pharr with the best and most advantageous proposal.

**FACTORS & WEIGHTS TO BE CONSIDERED TO DETERMINE BEST AND MOST ADVANTAGEOUS ARE AS NOTED ON THE SPECIFICATIONS/REQUIREMENTS, SECTION 5.2 INSTRUCTIONS AND BID TERMS.**

**FAILURE TO DELIVER**

(41) RESPONDENTS ARE ADVISED THAT FAILURE TO DELIVER/INSTALL ITEMS/SERVICES WITHIN TIME FRAME(S) ALLOWED (after receipt of order by fax, mail or by telephone order), SHALL BE GROUNDS FOR TERMINATION OF CONTRACT. In the case of termination, written notice shall be given to the successful vendor and complete contract shall be severed.

**OMISSIONS**

(42) At the time of the deadline for the RFPs, each respondent will be presumed to have read and to be thoroughly familiar with the requirements of the RFP. The failure or omission of any respondent to examine any form(s), instrument(s) and/or contract document(s) shall in no way relieve the respondent from any obligation in respect to their RFP submitted.

**EQUAL EMPLOYMENT OPPORTUNITY**

(43) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

**LITIGATION**

(44) Be advised that any Respondent that is involved in any litigation with the City of Pharr will not be considered for award of this contract.

## **INSTRUCTIONS TO RESPONDENTS Continued:**

### **DISCLAIMER**

(45) While all precautions have been taken to ensure that files on this page will not interfere with or cause damage to your system or its existing data, City of Pharr accepts no responsibility for damages that may be caused by these files and makes no other warranty or representation, neither expressed nor implied, with respect to these files. These files are provided “as is” and you, the user, assume the entire risk when you use them.

### **LIMITATION OF LIABILITY**

(46) Vendors that use the services available through this webpage agree that the City of Pharr shall not be liable for any loss of profits, loss of time, interruption of business, or indirect, special, incidental, or consequential damages of any kind whether under this agreement or otherwise due to your use of this system.

### **INSURANCE REQUIREMENTS**

(47) Bidders are advised that the successful bidder, as well as, any subcontractor(s) shall be required to carry and show proof of General Liability, Automobile Liability and Workers Compensation Insurance for the duration of this contract. The Certificate of Insurance should be made to the City of Pharr and should reference the operation. All certificates must be received prior to commencement of service/work. All Certificates of insurance shall be approved by the Risk Manager and/or his/her designated representative **prior** to the commencement of any work.

In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The City must be notified at least thirty (30) days prior to any material change in and/or cancellation and/or non- renewals of such policies.

The term “City” shall include The City of Pharr and their employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement.

The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage.

During the term of the Contract, the successful contractor/respondent/selected firm shall acquire and maintain, for the duration of the contract period the following insurances:

## INSTRUCTIONS TO RESPONDENTS Continued:

- A. **Comprehensive Commercial General Liability:** The Contractor/Respondent/Selected Firm shall provide minimum limits of \$250,000 each occurrence, \$500,000 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, personal and advertising injury, and contractual liability. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the “City of Pharr” as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an “occurrence” form.

Blanket “XCU” – Explosion, Collapse & Underground Independent Contractors Care, Custody and Control Contractual Liability. No endorsements excluding these coverages are allowed.

Additional Insured Requirement: To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, the City of Pharr shall be included as additional insured under the CGL policy, using ISO Additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations.

- B. **Business Automobile Liability:** The Contractor/Respondent/Selected Firm shall maintain limits of no less than \$250,000 combined single limit per occurrence for bodily injury and property damage, and \$500,000 annual aggregate. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the “City of Pharr” as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an “occurrence” form. Applicable as long as no fragile or perishable products are transported; otherwise, Cargo Insurance is required. Additional Insured Requirement: To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, the City of Pharr shall be included as additional insured under the CGL policy, using ISO Additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations

- C. **Builder’s Risk/Fire & Extended Coverage, If Applicable:** The Contractor shall insure the building or other work included in this contract on an all- risk (special causes of loss) policy, with an insurance company or companies acceptable to the Owner. The amount of the insurance at all times to be at least equal to the amount paid on account of work and material and plus the value of the work or materials furnished or delivered but not yet paid for by the Owner. Builder’s Risk Policies shall cover loss of materials by theft, vandalism, malicious mischief or other loss whether materials are incorporated in the work or not.

## **INSTRUCTIONS TO RESPONDENTS Continued:**

**C. Builder's Risk/Fire & Extended Coverage, If Applicable Continued:** The policies shall be in the names of the City and the Contractor, as their interests may appear, and certificates of insurance shall be delivered to the Owner before monthly partial payments are made. The policy shall provide for the inclusion of names of all other contractors, subcontractors and other employed on the premises as ensured and shall stipulate that the insurance companies shall have no right to subrogation against any contractors, subcontractors or other parties employed on the premises for any work building alterations, construction or erection to the described property.

**D. Workers' Compensation:** The contractor/respondent/selected firm shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Texas. Employer's Liability insurance shall be provided in amounts not less than \$500,000 per accident for bodily injury by accident; \$500,000 policy limit by disease; and \$500,000 per employee for bodily injury by disease." In addition, a Waiver of Subrogation Endorsement shall be provided by the contractor naming the City of Pharr in said policy for Worker's Compensation Insurance. Contractor/Respondent/Selected Firm shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

**CITY OF PHARR SPECIFICATIONS/REQUIREMENTS FOR  
CONSTRUCTION, LEASE, & MAINTENANCE OF LED BILLBOARD  
FOR REYNOSA- PHARR INTERNATIONAL PORT OF ENTRY**

1. **Invitation** The City of Pharr, Texas is seeking proposals from persons/firms interested in leasing a space (three hundred and sixty square feet (360ft<sup>2</sup>)) for sole purpose of constructing, operating (inclusive of software /equipment) and contracting advertising for an outdoor billboard [Light Emitting Diode Sign (LED)]. City reserves the right to reject any respondent which, in the City's opinion, does not have adequate qualifications. The City reserves the right to reject any or all proposals and to advertise for new proposals without cause. The City reserves the right to waive minor irregularities and formalities, and to negotiate with any party relative to its proposal before acceptance.
  
2. **Term of Agreement** The selected respondent(s) shall be granted a five (5) year concession agreement. Upon expiration of the initial five (5) year agreement, if no defaults have accrued the City of Pharr will extend the contract term for fifteen (15) additional years in five (5) year increments, upon the terms and conditions then offered by the City. (To include a monthly lease rate of \$1,000/mo. and the payment, to the City of Pharr, of eleven percent (10%) of gross receipts.
  
3. **Services Required**
  - The selected respondent shall be responsible for preparation of contract documents inclusive of lease agreement; specifications for the construction of billboard, inclusive of mechanical, electrical, plumbing and structural plans and signed and sealed by licensed Texas Professional Engineers (**SEE SAMPLE DRAWINGS – EXHIBIT A – DRAWINGS FOR LED DISPLAY**); any necessary software, electrical equipment, upgrades to existing appurtenances as directed by the Building Official or as directed by Engineer.
  
  - The City shall have access to advertise for city, bridge, economic development corporation, chamber of commerce, bridge/international trade related business, etc. The percentage of use for the city will equal percent of sales from advertising, example eleven (10%) percent.
  
  - The City shall reserve the right to deny access to advertisers in direct competitive natured advertising, specifically for other ports of entries (e.g. land ports, seaports and airports), and any other bridge related business, such as industrial parks and international business.
  
  - The City shall be able to use the LED Billboard for special announcements, particularly during an emergency.

**SPECIFICATIONS/REQUIREMENTS FOR CONSTRUCTION, LEASE, &  
MAINTENANCE OF LED BILLBOARD FOR PHARR-REYNOSA  
INTERNATIONAL PORT OF ENTRY Continued:**

- The design phase of this project must be completed within 6 months from the date of the issuance of Notice to Proceed.
- Lessee shall maintain LED Billboard in fully functional working condition.
- Lessee shall be able to conduct business with Mexico using the Mexican accounting standards.
- Lessee shall pay Lessor a rental fee of \$1,000 per month. In addition to this rental fee Lessee shall pay Lessor eleven (10%) percent from sales from advertising.

**3. Services Required Continued:**

- Lessee(s) shall comply with applicable federal, state, and local laws, regulations, ordinances and rules governing the use and operation of Led Billboard for Reynosa-Pharr International Port Of Entry. Respondent(s) shall keep accurate records and books of account in accordance with Generally Accepted Accounting Principles (GAAP Basis) in order to submit monthly statements to the City.
- Within thirty (30) calendar days after the execution of the agreement to be awarded, the selected respondent(s) shall submit two (2) complete sets of plans and specifications for the construction and completion of **LED Billboard** to be completed along with a detailed construction completion schedule to Bridge Director. No work shall be initiated by the selected respondent(s) until said plans and specifications have been approved in writing for the leased contracted area by the Bridge Director. If said plans and specifications do not meet the approval of the Bridge Director, the selected respondent shall have twenty-one (21) calendar days thereafter to submit revised plans and specifications to the Bridge Director which will go through an additional review and approval process.
- Respondent(s) are advised that any Contractor(s) and/or Sub-Contractor(s) that shall perform any construction and/or remodeling work shall be required to comply with Insurance requirements as outlined in the Instructions to Respondents paragraph titled “**Insurance Requirements**”.
- Successful respondent(s) shall comply with and obtain all appropriate permits for the construction phase, and comply with all appropriate codes, regulations, and ordinances of the City of Pharr and the State of Texas.

**SPECIFICATIONS/REQUIREMENTS FOR CONSTRUCTION, LEASE, &  
MAINTENANCE OF LED BILLBOARD FOR PHARR-REYNOSA  
INTERNATIONAL PORT OF ENTRY Continued:**

**4. Display Requirements**

- The display areas shall be capable of displaying alphanumeric text, three-dimensional graphics, animations, multiple font styles and traveling text, including photos and videos in a wide spectrum of colors.
- Messages must be legible 24 hours per day and in most normally encountered weather conditions as well as during dawn and dusk hours when sunlight is shining directly on the display face or when the sun is directly behind (silhouetting) the display.
- All components must be UL rated.
- The display shall display a full range of alphanumeric text and support the storage and use of a minimum of five (5) English alphanumeric character fonts as well as foreign language character and the ability for other fonts to be downloaded and saved.

**5. Sign Specifications**

The proposal shall provide a double-sided LED message display that complies with the following specifications:

- Full Color Range RGB LED message display, minimum 281 trillion colors, minimum 10,000 nits, minimum 20 mm. Proposal shall specify capabilities.
- Internal display component hardware (nuts, bolts, screws, standoffs, rivets, fasteners, etc.) shall be fabricated from stainless steel, aluminum nylon, or other durable corrosion- resistant materials suitable for the signage application.
- The approximate measurements are: height 78-1/2"; width 158"; depth 6-1/2".
- Surface materials in the LED active area such as metal, plastic, or other face materials must be designed for low sunlight reflectivity.
- All wiring must be housed inside wire ways. Wire ways should be mounted so that water cannot get into wires resulting in shorts. Wiring shall comply with all federal (national), state, and local codes.
- The display shall be protected from electrical spikes, transient voltage and surges.

**SPECIFICATIONS/REQUIREMENTS FOR CONSTRUCTION, LEASE, &  
MAINTENANCE OF LED BILLBOARD FOR PHARR-REYNOSA  
INTERNATIONAL PORT OF ENTRY Continued:**

- The sign shall be thermostatically controlled and be equipped with a cooling system and rain-tight vents. It shall be ventilated properly and not allow overheating. Intake and exhaust vents associated with the cooling system shall restrict water from entering the enclosure. The current sign has experienced repeated overheating which has caused computer and panel failure.
- The equipment shall be built to withstand exposure to extreme heat, cold, moisture (including humidity), wind, and corrosion and shall be able to operate in ambient temperatures typically ranging from 0 to 110 Degrees Fahrenheit. All components shall remain operational during these conditions.

**6. Proposal Evaluation** All properly completed proposals will be reviewed by a selection committee which shall make a recommendation to the City of Pharr on the successful respondent(s) subsequent to the evaluation process. The committee will be comprised of Elected Officials, as well as IT, Bridge and Finance Departments.

The following criteria shall be considered by the selection committee when evaluating proposals. No one criterion or combination of criteria will be controlling in the selection process, although innovation, concept, store appearance/presentation and layout will play a large part in the decision-making process.

The City will select the proposal that, in the City's sole judgment, is deemed most advantageous for the public and the City, and its determination shall be final. The City reserves the right to reject any or all proposals and to negotiate for the modification of any proposal with its selected respondent.

Selection shall be based on the best judgment of the selection committee in seeking the best and highest quality services utilizing the following criteria as a guide:

**6A. Proposal Evaluation Continued:**

- Experience - respondent's ability to provide shall provide [design, construct, operate and maintain] a LED outdoor billboard [Light Emitting Diode Sign (LED)]. (10 Points)
- Financial Ability - respondent has the ability to provide financing to build, operate and manage a high quality LED outdoor billboard [Light Emitting Diode Sign (LED)]. (20 Points)

**SPECIFICATIONS/REQUIREMENTS FOR CONSTRUCTION, LEASE, &  
MAINTENANCE OF LED BILLBOARD FOR PHARR-REYNOSA  
INTERNATIONAL PORT OF ENTRY Continued:**

- Innovation, Concepts and Presentation - overall marketing concept, including the variety and types of advertisements as well as presentation and merchandising. (20 Points)
  - Marketing Strategy and Management Plan - demonstrated ability of respondent to market and promote the LED outdoor billboard advertisement. Knowledge of the local area and demonstrated ability to operate a similar operation in the Rio Grande Valley and conduct business in Mexico. (20 Points)
  - Proposed layout, design and décor. (10 Points)
- 7. Presentation of Plans and Proposal** The City may invite those respondents who meet the proposal requirements described herein, and who submit proposals considered to be the best concepts and to give a presentation of its proposal to the City.
- 8. Evidence of Qualifications** Respondent must present evidence that it is qualified and has the necessary facilities, equipment, experience and financial resources to fulfill the requirements of the specifications/requirements. In order to provide the City with this information, the selected respondent must submit, with its proposal Documents, the information required in the attached Qualification forms.
- 9. Filing Proposal Documents** Respondent must submit four (4) complete sets of the response. One (1) ORIGINAL marked “ORIGINAL” and THREE (3) COPIES marked “COPY 1”, “COPY 2”, “COPY 3”. **Each copy shall be complete with all supporting documentation.** Proposals must be submitted before **Thursday, December 8, 2016 at 2:00 p.m. (Central Standard Time)** in a sealed envelope clearly marked on the outside as follows: **Project No. 1617-70-510-0015 RFP – LED BILLBOARD**
- 10. Proposal Bond/Guarantee** All respondents are required to submit a proposal bond/guarantee in the amount of Ten Thousand Dollars (\$3,000). Such guarantee shall be payable without condition to the City of Pharr. The proposal bond/guarantee may be in the form of a Proposal Bond issued from a reliable surety company licensed to operate in the State of Texas or certified cashier's check, payable without recourse to the City of Pharr. The proposal bond/guarantee may be held by the City for a period no longer than (90) days after proposal opening until an agreement is executed. The successful respondent shall enter into an agreement with the City within (30) calendar days after award by the Pharr City Commission, or shall forfeit the Ten Thousand Dollar (\$3,000) Proposal Bond/Guarantee as liquidated damages. The Pharr City Commission may grant additional time to execute an agreement if warranted. The agreement will be binding upon execution.

**SPECIFICATIONS/REQUIREMENTS FOR CONSTRUCTION, LEASE, &  
MAINTENANCE OF LED BILLBOARD FOR PHARR-REYNOSA  
INTERNATIONAL PORT OF ENTRY Continued:**

**11.Successful Respondent's Refusal to Enter into Agreement** Failure of any selected respondent to enter into a concessionaire agreement with the City within thirty (30) calendar days after official notification of award of contract shall cause the Ten Thousand Dollar (\$3,000) Proposal Bond/Guarantee to be forfeited as liquidated damages. In the event of the default of the successful respondent(s) refusal to enter into an agreement, the City reserves the right to accept the proposal of any other respondent and make an award of contract to such respondent, or to negotiate for the modification of any proposal with the newly selected respondent.

**12.Financial Consideration to the City** A monthly lease rate of \$1,000 per month shall be paid to the City monthly for the duration of the initial contract term of five (5) years and the lessee an additional amount of eleven percent (10%) of gross receipts, to the City of Pharr.

**13.No Proposal from Defaulted Operator** Proposals will not be accepted from any respondent that is in arrears or is in default to the City upon any debt or contract, or that is or was a defaulter as surety or otherwise, upon any obligation to the City, or has failed to perform faithfully any previous contract with the City, or has refused to enter into an agreement with the City after having been awarded same.

**14.Conflict in Language** In the event of any discrepancy between this information to respondents and the agreement, the terms of the agreement shall prevail.

*Responses to the written comments shall be distributed to all interested parties in the form of an addendum to the proposal document.*

**PROPOSAL FORM CONSTRUCTION, LEASE, & MAINTENANCE OF LED BILLBOARD FOR REYNOSA-PHARR INTERNATIONAL PORT OF ENTRY**

**PROJECT NO. 1617-70-510-0015 - RFP – LED BILLBOARD**

**PROPOSAL DEADLINE: Thursday, December 8, 2016 AT 2:00 P.M.**

The undersigned proposes to enter into a five (5) year agreement with two (2) additional five (5) year extensions with the City of Pharr for the use of space and the installation, operation, and maintenance of **CONSTRUCTION, LEASE, & MAINTENANCE OF LED BILLBOARD FOR REYNOSA-PHARR INTERNATIONAL PORT OF ENTRY** as outlined in the Request for Proposals (RFP).

The monthly lease paid to the City shall be: \$1,000/mo. and an additional eleven percent (10%) of gross receipts.

Should the undersigned become the successful respondent of the concession the undersigned will negotiate in good faith and execute an agreement as outlined in the RFP, and deliver same to City of Pharr within thirty (30) calendar days after receipt of the agreement for execution.

Respectfully submitted this the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

AUTHORIZED SIGNOR SIGNATURE:

\_\_\_\_\_

TYPE/PRINT AUTHORIZED SIGNOR NAME:

\_\_\_\_\_

TITLE AUTHORIZED SIGNOR:

\_\_\_\_\_

LEGAL COMPANY NAME:

\_\_\_\_\_

COMPANY ADDRESS:

\_\_\_\_\_

CITY/STATE/ZIP:

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TELEPHONE NUMBER:

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E-MAIL ADDRESS:

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**QUALIFICATION AND BUSINESS INFORMATION QUESTIONNAIRE  
CONSTRUCTION, LEASE, & MAINTENANCE OF LED BILLBOARD  
FOR REYNOSA-PHARR INTERNATIONAL PORT OF ENTRY**

It is the intent of the City of Pharr that Respondents possess certain experience and qualifications to insure a quality **CONSTRUCTION, LEASE, & MAINTENANCE OF LED BILLBOARD FOR REYNOSA-PHARR INTERNATIONAL PORT OF ENTRY**. Statements contained herein must be complete and accurate. Omission, inaccuracy, or misstatements may be cause for rejection of a proposal.

Respondent shall have engaged in the management and operation of a **CONSTRUCTION, LEASE, & MAINTENANCE OF LED BILLBOARD FOR REYNOSA-PHARR INTERNATIONAL PORT OF ENTRY** for at least two (2) years immediately preceding submission of a proposal.

**I. Name of Respondent**

Name of firm (Legal Company Name)

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Agreement:

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Principal office address:

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Telephone & Fax number:

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Form of business entity: (check one)

\_\_\_\_\_ Corporation

\_\_\_\_\_ Partnership

\_\_\_\_\_ Individual

\_\_\_\_\_ Joint Venture

**II. Corporation Statement** If a corporation, complete the following:

When incorporated \_\_\_\_\_ Where incorporated \_\_\_\_\_

**QUALIFICATION AND BUSINESS INFORMATION QUESTIONNAIRE FOR  
CONSTRUCTION, LEASE, & MAINTENANCE OF LED BILLBOARD FOR  
REYNOSA-PHARR INTERNATIONAL PORT OF ENTRY Continued:**

Is the corporation authorized to do business in Texas? (check one)

\_\_\_\_\_ Yes \_\_\_\_\_ No If yes, as of what date \_\_\_\_\_

The corporation is held: (check one): \_\_\_\_\_ Publicly \_\_\_\_\_ Privately

Furnish the name and title of each officer, director, or principal shareholders owning 10% or more of the corporation's issued stock:

**PRINCIPAL BUSINESS**

**NAME \_\_\_\_\_ TITLE \_\_\_\_\_ AFFILIATION  
OTHER THAN RESPONDENT'S DIRECTORSHIP**

**DIRECTORS:**

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**OFFICERS:**

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**PRINCIPAL SHAREHOLDERS:**

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Please attach a complete copy of the Articles of Incorporation.

**QUALIFICATION AND BUSINESS INFORMATION QUESTIONNAIRE FOR CONSTRUCTION, LEASE, & MAINTENANCE OF LED BILLBOARD FOR REYNOSA-PHARR INTERNATIONAL PORT OF ENTRY Continued:**

**III. PARTNERSHIP STATEMENT**

1. If a partnership, complete the following:

Date of organization: \_\_\_\_\_ General \_\_\_\_\_ or Limited \_\_\_\_\_ Partnership

Partnership Agreement recorded? \_\_\_\_\_ Yes \_\_\_\_\_ No

\_\_\_\_\_

Date                      Book                      Page                      County

Has the partnership done business in Texas? \_\_\_\_\_ Yes \_\_\_\_\_ No

Name, address, and partnership share of each general partner:

<b>NAME</b>	<b>ADDRESS</b>	<b>% SHARE</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please attach a complete copy of the Partnership Agreement.

**IV. Joint Venture Statement** If a joint venture, answer the following:

Date of organization: \_\_\_\_\_ Joint venture recorded \_\_\_\_\_ Yes \_\_\_\_\_ No

\_\_\_\_\_

Date                      Book                      Page                      County

Has the Joint Venture done business in Texas? \_\_\_\_\_ Yes \_\_\_\_\_ No

**QUALIFICATION AND BUSINESS INFORMATION QUESTIONNAIRE FOR CONSTRUCTION, LEASE, & MAINTENANCE OF LED BILLBOARD FOR REYNOSA-PHARR INTERNATIONAL PORT OF ENTRY Continued:**

Name and address of each Joint Venture member and percent of ownership of each:

<b>NAME</b>	<b>ADDRESS</b>	<b>% OF OWNERSHIP</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attach a complete copy of the Joint Venture Agreement.

**V. Financial Information**

**A. Financial Statements**

Submit an Annual Financial Statement for the last two qualifying years of handling an automobile rental business, prepared by a Certified Public Accountant, in accordance with generally accepted accounting principles (GAAP), reflecting your past and current financial condition.

**B. Surety Information**

Have you ever had a bond or surety canceled or forfeited? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, state name of bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

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**C. Refusal of Awarded Proposal**

Have any persons listed under the corporation, partnership, and joint venture statements ever been awarded a concession agreement and refused to enter into same?

\_\_\_\_\_ Yes \_\_\_\_\_ No

**QUALIFICATION AND BUSINESS INFORMATION QUESTIONNAIRE FOR CONSTRUCTION, LEASE, & MAINTENANCE OF LED BILLBOARD FOR REYNOSA-PHARR INTERNATIONAL PORT OF ENTRY Continued:**

If yes, explain.

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**D. Bankruptcy Information**

Have any persons listed under the corporation, partnership, and joint venture statements ever been declared bankrupt or entered into a Creditor's Composition Agreement?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, state date, court jurisdiction, amount of liabilities, and amount of assets as applicable.

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**VI. Financial References**

2. List at least three (3) persons or firms with whom you have conducted significant financial transactions during the past three (3) years. If firms are used, give the name of the department and/or person who may be contacted. Respondents are to attach a letter from each of the firms/persons listed below, which speaks specifically to your financial ability to undertake the operation and investment contemplated in this proposal.

**Reference No. 1**

Name:

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Firm:

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Title:

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**QUALIFICATION AND BUSINESS INFORMATION QUESTIONNAIRE FOR  
CONSTRUCTION, LEASE, & MAINTENANCE OF LED BILLBOARD FOR  
REYNOSA-PHARR INTERNATIONAL PORT OF ENTRY Continued:**

Address:

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Email address:

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Phone:

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**Reference No. 2**

Name:

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Firm:

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Title:

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Address:

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Email address:

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Phone:

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**QUALIFICATION AND BUSINESS INFORMATION QUESTIONNAIRE FOR  
CONSTRUCTION, LEASE, & MAINTENANCE OF LED BILLBOARD FOR  
REYNOSA-PHARR INTERNATIONAL PORT OF ENTRY Continued:**

**Reference No. 3**

Name:

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Firm:

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Title:

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Address:

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Email address:

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Phone:

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**IX. Other Required Information**

A. Years that respondent is, or has been involved in, that relates to its inability to enter into a Concessionaire Agreement within other locations. Insurance claims litigation is not included in this request.

B. If your company is a Disadvantaged Business Enterprise (DBE), as defined in 49 CFR Part 23, provide documentation of certification as a DBE. If you are not a DBE, but intend to become certified, provide a narrative detailing your qualifications for obtaining certification.

Provide a letter from your legal counsel setting forth any litigation within the last ten (10) years