



FY22-019

**Communication & Marketing Services for Port Laredo-
International Bridge Department**

Issue Date: 11/15/2021

Questions Deadline: 11/29/2021 05:00 PM (CT)

Response Deadline: 12/8/2021 05:00 PM (CT)

City of Laredo Purchasing

Contact Information

Contact: Alma L. Cruz

Address: Marketing Manager

11601 FM1472

Laredo, TX 78045

Phone: (956) 764-8877

Email: acruz1@ci.laredo.tx.us

Event Information

Number: FY22-019
Title: Communication & Marketing Services for Port Laredo-International Bridge
Department
Type: Request For Proposal
Issue Date: 11/15/2021
Question Deadline: 11/29/2021 05:00 PM (CT)
Response Deadline: 12/8/2021 05:00 PM (CT)
Notes: Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.
The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Ship To Information

Contact: Jose A. Valdez, Jr.
Address: City Secretary
City Hall
3rd floor
1110 Houston St
3rd floor
Laredo, TX 78043
Phone: (956) 791-7312

Billing Information

Contact: Jorge Jolly
Address: Accounts Payable
City Hall
2nd
PO Box 210
Laredo, TX 78042
Phone: (956) 791-7326
Email: jjolly@ci.laredo.tx.us

Bid Attachments

FY22-019 Communication & Marketing Services 11.15.21.pdf

Request for Proposal FY22-019 Scope of Work

[Download](#)

Conflict of Interest Questionnaire-Revised 1-1-2021.pdf

Conflict of Interest Questionnaire (CIQ)

[Download](#)

Non-Collusive Affidavit Form.pdf

Non-Collusive Affidavit Form

[Download](#)

Form 1295- Certificate of Interested Parties.pdf

Form 1295

[Download](#)

FY22-019-NTB.pdf

Notice to Bidders

[Download](#)

Requested Attachments

Proposal

(Attachment required)

Proposal shall be submitted as part of this RFP.

Conflict of Interest Questionnaire

(Attachment required)

Form must be submitted as part of your proposal.

Non-Collusive Affidavit Form

(Attachment required)

Form must be notarized and submitted as part of your proposal

Certificate of Interested Parties (Form 1295)

Must be submitted upon award of RFP.

Bid Attributes

1 Award by Best Value

Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

I agree

(Required: Check if applicable)

2 Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening.

Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041

mpescador@ci.laredo.tx.us Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if

dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.

Definition of best value criteria as per The Institute for Public Procurement is:

"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

I Agree to the Terms and Conditions

(Required: Check if applicable)

3 Insurance Terms and Conditions

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

I agree my insurance meets minimum requirements

(Required: Check if applicable)

4 Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

I certify to the terms and conditions

(Required: Check if applicable)

5 Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm> 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. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

I have read and understand this section

(Required: Check if applicable)

6 Questionnaire Description
"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

7 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

(Required: Maximum 1000 characters allowed)

8 State how long under has the business been in its present business name

(Required: Maximum 1000 characters allowed)

9 If applicable, list all other names under which the Business identified above operated in the last five years

(Required: Maximum 4000 characters allowed)

10 State if the Company is a certified minority business enterprise
The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

11 Questions Part 1
1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

(Required: Maximum 4000 characters allowed)

1
2 **Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

(Required: Maximum 4000 characters allowed)

1
3 **State if the Company is a certified minority business enterprise**

- Historically Underutilized Business (HUB) Small Disadvantaged Business Enterprise (SCBC)
 Disadvantaged Business Enterprise (DBE) Other
 This company is not a certified minority business

(Required: Check only one)

1
4 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

1
5 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1
6 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

- Yes No

(Required: Check only one)

1 7	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
----------------	--

1 8	This is a <input type="checkbox"/> New Submission <input type="checkbox"/> Correction <input type="checkbox"/> Update to previous submission <i>(Required: Check only one)</i>
----------------	---

1 9	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <hr/> <hr/> <hr/> <i>(Required: Maximum 1000 characters allowed)</i>
----------------	---

2 0	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department <hr/> <hr/> <hr/> <hr/> <hr/> <i>(Required: Maximum 4000 characters allowed)</i>
----------------	---

2 1	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <hr/> <hr/> <hr/> <hr/> <hr/> <i>(Required: Maximum 4000 characters allowed)</i>
----------------	--

2 2	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. <input type="checkbox"/> Not Applicable <input type="checkbox"/> It applies to my business <i>(Required: Check only one)</i>
----------------	--

**2
3** **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

(Optional: Maximum 4000 characters allowed)

**2
4** **Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable It applies to my business

(Required: Check only one)

**2
5** **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

(Optional: Maximum 4000 characters allowed)

**2
6** **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable It applies to my business

(Required: Check only one)

**2
7** **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

(Optional: Maximum 4000 characters allowed)

28 Question 7. Disclosure of political contributions

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable It applies to my business

(Required: Check only one)

29 Question 7. Disclosure of political contributions

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

(Optional: Maximum 4000 characters allowed)

30 Updates on contributions required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

31 Question 8. Disclosure of Conflict of Interest

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am aware of conflict of interest I am not aware of any conflict of interest

(Required: Check only one)

32 8. Disclosure of Conflict of Interest

If you selected I am aware of conflict of interest is question 8, please list them in this section.

(Optional: Maximum 4000 characters allowed)

3
3

Question 9. Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

I have read and understand this section
(Required: Check if applicable)

3
4

Question 10. No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section
(Required: Check if applicable)

3
5

Question 11. Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

I have acknowledge that I have been advised
(Required: Check if applicable)

3
6

Question 11. Oath

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

(Required: Maximum 4000 characters allowed)

3
7

Question 12. Oath

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

I swear or affirm information is correct
(Required: Check if applicable)

Bid Lines

1

Notice is hereby given that the City of Laredo (hereinafter called "City") is soliciting formal request for Proposals (RFP), subject to the Terms and Conditions, for Communication and Marketing Services for the City of Laredo International Bridge Department.

1. BACKGROUND

Port Laredo is the busiest land port of entry in North America and the third busiest overall air, sea, or land port in the United States. Port Laredo, which includes four international vehicular bridges, a rail bridge, and Laredo

International Airport, facilitates more than \$200 billion in trade annually. Mexico is Port Laredo's biggest trade partner by far, and autos and auto parts form more than 50% of the port's trade. Currently, about 15,000 to 18,000 trucks cross daily. The City of Laredo's strategically advantageous location – on the Rio Grande – in South Texas is just 2 hours from manufacturing powerhouses like Monterrey and San Antonio on Interstate 35, one of the busiest trade corridors in the US. Laredo's metro population is 267,000. Logistics and trade form one-third of all jobs in Laredo.

2. INTRODUCTION

Port Laredo is a public agency of the City of Laredo, whose primary responsibility is to market and coordinate the development of the City's Bridge, Railroad, Airport, and Tourism Economy.

Port Laredo is specifically responsible for **(a)** coordinating port development, focusing on private and public investments; **(b)** working with the Department of Economic Development and State, local, and private entities to maximize the ports' economic potential; **(c)** supporting and enhancing the overall development of commerce and industries.

Through this solicitation, Port Laredo is seeking communications and marketing selected firms to submit Proposals based on the proposed scope of services.

3. STATEWIDE, NATIONAL & INTERNATIONAL COMMUNICATION & MARKETING SERVICES

To assist Port Laredo in developing and implementing new strategies for economic development and supply chain solutions, the selected vendor will be expected to **(a)** provide Communications and Marketing support, and related consulting services that will maintain and enhance Port Laredo's position as the leading land port in North America and **(b)** identify and engage the appropriate target market/s of the City of Laredo industry.

3.1 Type of Contract

The resulting contract will be a fixed-fee contract, with payments to be made upon completion of individual projects. The term of the contract will be a minimum of one (1) year with Port Laredo's sole option to extend for two (2) additional one (1) year periods. All pricing schedules quoted in response to this RFP, however, must remain in effect for one (1) year at a minimum and may, at the election of the selected firm, be guaranteed for three (3) years to Port Laredo.

3.2 Special Conditions

The selected firm is expected to have strong strategic communications, media relations, public relations, government relations, creative, marketing, and social media skills with demonstrated experience and a track record of success.

4. SCOPE OF SERVICES

Port Laredo is seeking the selected firm to provide appropriate Statewide, National, and International Communication & Marketing Services. While it is the preference of Port Laredo to select a single communications and marketing firm to provide the full scope of services, listed below, the selected firm(s) may respond to any OR all of the below-listed services (collectively referred to as "Services" or "Contract Services") within their expertise. Contract Services will include, but may not be limited to:

4.1 Public Communications Services

4.1.1 Work with Port Laredo to prepare strategic messaging for strategic and priority markets.

4.1.2 Seek positive and beneficial news coverage for Port Laredo in strategic national and local publications, websites, digital and social platforms, TV, trade publications, and radio in English and Spanish in the US and Mexico.

4.1.3 Develop messaging, draft news releases, monitor and report on story pitches and activities, Social

media posts, photos, and videos.

4.1.4 Maintain contact with news and media outlets, reporters, and editors of importance to Port Laredo. Identify POSITIVE AND PRODUCTIVE contact with local and regional media outlets, SOCIAL MEDIA INFLUENCERS, reporters, editors, and others of importance to Port Laredo. Identify and prioritize media to coincide with Port Laredo's business goals.

4.1.5 Draft and distribute commentary and op-ed pieces, as directed by Port Laredo;

4.1.6 Develop content for a variety of printed and digital materials, including but not limited to;

I. Ports' logos, taglines, or another key branding;

II. Advertisements (digital and print);

III. Folders;

IV. Brochures;

V. Newsletters/e-newsletters;

VI. Presentation slide decks;

VII. Reports;

VIII. Policy papers;

IX. One-pagers;

X. Fact sheets;

XI. Event invitations;

XII. Trade/exhibition booths;

XIII. Other material as needed;

4.1.7 Provide media relations counsel, including;

4.1.8 Local, regional, national, and international industry press;

4.1.9 Monitoring new media, and;

4.1.9.1 Engaging media to assist in shaping coverage;

4.1.9.2 Plan and execute a successful digital media strategy on behalf of Port Laredo, as appropriate;

4.1.9.3 Plan and implement all elements of a successful business public relations plan;

4.1.10 Advise on the most cost-effective approach to advertising.

4.2 Creative Services

4.2.1 Provide all creative development and production of advertising, marketing, and promotional concepts.

4.2.2 Develop creative concepts to support cross-channel marketing efforts including traditional, digital, social, and experiential activations.

4.2.3 Develop copy for all print collateral, digital media placements, and traditional advertising outlets

4.2.4 Provide design services for any branding-related, digital, or printed collateral materials, including, but not limited to those items listed in Section 4.1.6.

4.3 Digital Social Media Services:

Digital media strategy must correlate with and work hand-in-hand with all other efforts especially Port Laredo's website.

4.3.1 Development and execution of Port Laredo' digital media strategy

4.3.2 Maintain and grow the Port's social media presence;

(i) Facebook, LinkedIn, etc.;

(ii) Incorporate public relations and e-newsletter content into social media.

4.4 Artwork

4.4.1 Develop all versions of artwork required in the media plan to complete a successful campaign implementation and its results.

4.4.2 Designs include print publications, digital ads, billboards (both digital and static), e-newsletters, blogs, website, social media posts, online giveaway posts, trade show stands, trade show backdrops, rack cards, postcards, window decals, brochures, maps, etc.

4.4.3 Develop materials for internal communication for Port Laredo such as corporate profiles, internal campaigns, POP materials, or anything related requested by Port Laredo.

4.5 Videography/Photography

Photographers and /or videographers may specialize in any single endeavor or both areas. For example, you may choose to provide Port Laredo with video and not images. Or, you may have the capacity to shoot, edit and produce both still images and video. Agencies and individuals may participate in responding to this RFP. The selected vendors will:

4.5.1 Produce high-quality content that aligns with Port Laredo's visuals, voice, and overall brand. Photography services must be able to capture high-resolution (300 dpi) images. Services must also be able to edit and deliver high-resolution images in digital format.

4.5.2 Videography services must be done on a once-year frequency. This will include taking footage in Strategic Areas such as Bridges, Railroad, and Airport that captures the movement and dynamic of Port Laredo to enhance its importance.

4.5.3 Understand the importance of being unobtrusive and professional at all times while on assignment.

4.5.4 Secure content creation release forms, model releases, and obtain licenses or permits as needed.

4.5.5 Edit and deliver high-resolution digital content within seven days of the event, and preferably have the capacity for a same-day turnaround on occasion.

4.5.6 Provide proof of adequate insurance coverage spanning all work-related activities undertaken in a given contract.

4.5.7 Provide creative direction for videography and photography services.

4.6 Meetings

The selected firm(s) shall plan to have at least one (1) representative attend a scheduled public meeting if requested by Port Laredo.

4.7 Miscellaneous

Other services may include working with Port Laredo staff as needed in collaboration on projects such as creative input and support for other projects.

5. FORMAT AND REQUIRED ELEMENTS IN PROPOSAL

All Proposals must include the following elements and formatting prescribed below.

5.1 Title Page

5.2 Form of Organization and Company Profile – Identify whether the firm is a partnership, corporation, or sole proprietorship, and the name of the principals, officers, and directors. Years in operation. Also, provide an overview of the company and describe professional services offered.

5.3 Key Personnel –Provide professional resumes from key personnel to be assigned to account and their responsibilities.

5.4 Statement of Qualifications – Provide a narrative of the individual/firm’s relevant experience and expertise to provide services in the area of trade advertising and marketing, demonstrating an understanding of the trade market and challenges specific to Laredo, Texas.

5.5 Published Hourly Rates – Should there be any services required outside of the agreed-to scope and compensation.

5.6 Media Planning – Describe your media planning/buying expertise. Describe your approach to media strategy, planning, and buying.

5.7 Research & Analytics – What are the analytic tools or services you use, and what type of information will you be reporting? Define how your analytics can be converted into insights, and how insights will help guide Port Laredo in making decisions on how to market in the future.

5.8 Proposal – Outline strategic and creative goals and objectives for project implementation.

5.9 Project List – List relevant clients/projects with whom the firm or key members of the firm have taken the leadership role. Quantify projects/campaigns that have delivered desired results.

5.10 References – List contact name, client name, address, telephone number, e-mail, and brief project description of work performed for clients who are familiar with your work. Please provide a minimum of three current customer references and one former customer reference. The selected firm must have a minimum of five years’ experience in trade marketing.

5.11 Samples – Provide samples of work developed by your creative team in each of the following mediums: print, collateral, digital advertisements. This information should include stated objectives, target audience, strategy, and results for each medium.

5.12 Additional Information – Provide any additional information related to your firm’s qualifications and services provided that the Port of Laredo staff should consider in the selection process.

6. EVALUATION CRITERIA

Port Laredo will form a committee to evaluate the Proposals by the Evaluation Criteria concerning information about the Proposer(s) company information, Qualifications and Capacity for the Services, Project References, and Compensation, set forth below. The Proposer shall provide in its Proposal all information necessary to address the below Evaluation Criteria. The Proposer will be evaluated based on its qualifications and experience in providing the services outlined. Depending on the number of qualified submissions received, the top three firms will be selected to make a presentation to the Port Laredo committee. Submitted qualifications will be reviewed and selected based on, but not limited to, the following:

EVALUATION CRITERIA	MAX POINTS
Experience and expertise – An assessment of such items as the history of your company, your experience as it relates to the requirements of this RFP, evidence of past performance, and related issues.	20
Scope of work – An assessment of the quality of proposed strategies, creativity, detail of the plan, ROI measurement systems, and related items.	20
Strength of team – An assessment of the qualifications, experience, and creativity of your management team, staff, subcontractors, and related items.	10
Quality of References – An assessment of past performances and related items.	20
Familiarity with the City of Laredo and our trade – Assessment of your understanding of our Port and how you integrated this knowledge into the proposal.	15
Cost-effectiveness– assessment of the services provided about the fees charged and overall value of the project to deem if pricing is reasonable and appropriate.	15
TOTAL POINTS	100

7. CONTRACT PERIOD

The term of the current contract will be for 12 months from the time a purchase order is secured, with an option to extend the contract for two (2) one (1) year renewals.

8. SPECIAL CONDITIONS

Port Laredo is not liable for costs incurred by respondents before the execution of the contract. All costs incurred as a result of this RFP request, including travel and personnel costs, are the sole responsibility of the respondent.

The contract may be terminated at any time by Port Laredo, with 30-days prior written notice to the awarded firm. Such termination may be made with or without cause.

9. TENTATIVE TIMELINE

November 15, 2021, RFP Invitation (RFP sent out)

December 08, 2021, @ 5:00 pm RFP Collection (Proposals are due by this date and time. Late proposals will not be accepted.)

December 09, 2021, @ 9:00 am RFP Opening (The Proposals received will be opened and publicly acknowledged by this date and time.)

December 16, 2021, Port Laredo will review and evaluate all qualified proposals received, (contact

firms for interviews.)

December 30, 2021, Port Laredo will finalize a decision on selecting a top-ranking firm and take motion to City Council for approval in January 2022.

10. SUBMITTAL PROCEDURES

Proposals can be submitted electronically or hand delivered by 5:00 p.m. (CST) on December 08, 2021

Hand-delivered proposals are to be submitted in a sealed envelope marked:

(RFP FY22-019 – Communication and Marketing Services for Bridge Department – Port Laredo)

Submit original bid and 5 copies to the address below by **5:00 PM on December 08, 2021**.

Proposals are to be submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx or	Hand Delivered: City of Laredo – City Secretary C/O José A. Valdez, Jr. City Hall – Third Floor 1110 Houston Laredo, Texas 78040
--	---

11. AWARD BY BEST VALUE

The proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and whose proposed price and other factors have been considered in accordance with the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

All firms that respond to the guidelines will be evaluated to determine if their proposal meets requirements.

Questions relating to this RFP should be submitted electronically to the Laredo Bridge Department Marketing Manager, Alma Cruz, at acruz1@ci.laredo.tx.us.

Ultimately, Port Laredo reserves the right to reject any proposals, to accept them in whole or part, to waive any informality in the proposals received, to accept proposals separately, or combine proposals as it shall deem to be in the best interest of the City of Laredo. Proposals are solicited for furnishing qualifications and imply no obligation on Port Laredo. Port Laredo reserves the right to negotiate a contract, in the best interest of Laredo, Texas.

If selected, all creative produced during the contract period shall become the property of Port Laredo.

Item Notes: **Vendor shall include in the proposal a detail breakdown of the costs associated with the required scope of work.**

Additional notes
(Attach separate sheet)

Supplier Notes:

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature