



## **FY21-036 US Tourism Agency of Record**

### **Laredo Convention and Visitors Bureau – US Tourism Agency of Record**

Issue Date: 1/29/2021

Questions Deadline: 2/3/2021 11:00 AM (CT)

Response Deadline: 2/18/2021 05:00 PM (CT)

City of Laredo Purchasing

### **Contact Information**

Contact: Selina Villarreal  
Address: City of Laredo Convention & Visitors Bureau  
101 Salinas Ave.  
Laredo, TX 78040  
Phone: (956) 7941717

Email: [svillarrea@ci.laredo.tx.us](mailto:svillarrea@ci.laredo.tx.us)

## Event Information

Number: FY21-036 US Tourism Agency of Record  
Title: Laredo Convention and Visitors Bureau – US Tourism Agency of Record  
Type: Request For Proposal  
Issue Date: 1/29/2021  
Question Deadline: 2/3/2021 11:00 AM (CT)  
Response Deadline: 2/18/2021 05:00 PM (CT)  
Notes:

Notice is hereby given that The Laredo Convention and Visitors Bureau is currently soliciting Requests for Proposals (RFPs), subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for a US Tourism Advertising Agency of Record from agencies with extensive experience working with destination marketing organizations and/or the hospitality industry to provide tourism promotion and marketing services. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website: <https://cityoflaredo.ionwave.net/CurrentSourcingEvents.aspx>. Proposals can be hand delivered to City Secretary Office, 1110 Houston St., 3<sup>rd</sup>. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on February 18, 2021 and all submitted proposals received will be opened and publicly acknowledged at 11:00 A.M. on February 19, 2021.

**Due to current COVID-19 crisis\* Respondents are strongly encouraged to submit their proposals electronically through the use of Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered. If for any reason you need to hand-deliver please see instructions at <https://www.cityoflaredo.com/> clicking on BID DROP-OFF PROCEDURES.**

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 78040  
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](mailto:jjolly@ci.laredo.tx.us)

## Bid Attachments

[manual\\_bid\\_dropoff\\_procedures.pdf](#)

Manual Drop off procedure

[Download](#)

## Non-Collusive\_Affidavit\_Form.pdf

[Download](#)

Non-Collusive Affidavit Form

## Form\_1295-\_Certificate\_of\_Interested\_Parties.pdf

[Download](#)

Certificate of Interested Parties

## CIQ\_Form.pdf

[Download](#)

Conflict of Interest Form

## fy21-036 ntb.pdf

[Download](#)

Notice to Bidders

## Requested Attachments

### Non-Collusive Affidavit Form

*(Attachment required)*

This form must be notarized and submitted with your response.

### Certificate of Interested Parties

Form 1295 is to be submitted upon award of bid

### Conflict of Interest Form

*(Attachment required)*

Vendor needs to address if there is a conflict of interest, CIQ form has to be submitted with your response.

### Proposal

*(Attachment required)*

A proposal must be submitted based on the Submission requirements

## Bid Attributes

### 1 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. (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 HAND DELIVERED 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 and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, 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](mailto: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](mailto: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. 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 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](mailto: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)

## 2 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 subject to review and approval from the City of Laredo Risk Manager.**

(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)*

### 3 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)*



#### 4 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)

**5 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".

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

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*(Required: Maximum 1000 characters allowed)*

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

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*(Required: Maximum 1000 characters allowed)*

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

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*(Required: Maximum 4000 characters allowed)*

**9 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.

**10 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?

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*(Required: Maximum 4000 characters allowed)*

**1**  
**1** **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?

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*(Required: Maximum 4000 characters allowed)*

**1**  
**2** **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**  
**3** **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](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**  
**4** **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**  
**5** **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)*

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

**17 This is a**  
 New Submission    Correction    Update to previous submission  
*(Required: Check only one)*

**18 Question 1. Name of person submitting this disclosure form**  
Please include First Name, Middle Initial, Last Name and Suffix (if applicable)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**19 Question 2. Contract Information**  
Please include the following: a)Contract or Project Name b)Originating Department  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 4000 characters allowed)*

**20 Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 4000 characters allowed)*

**21 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.**  
 Not Applicable    It applies to my business  
*(Required: Check only one)*

**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**

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.

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*(Optional: Maximum 4000 characters allowed)*

**2**  
**3** **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**  
**4** **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.

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*(Optional: Maximum 4000 characters allowed)*

**2**  
**5** **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**  
**6** **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.

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*(Optional: Maximum 4000 characters allowed)*

**27 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)*

**28 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)*

**29 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.

**30 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)*

**31 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  
2** **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  
3** **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  
4** **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  
5** **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  
6** **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**

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1

Notice is hereby given that The Laredo Convention and Visitors Bureau is currently soliciting Requests for Proposals (RFPs), subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for a US Tourism Advertising Agency of Record from agencies with extensive experience working with destination marketing organizations and/or the hospitality industry to provide tourism promotion and marketing services. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website: <https://cityoflaredo.ionwave.net/CurrentSourcingEvents.aspx>. Proposals can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on February 18, 2021 and all submitted proposals received will be opened and publicly acknowledged at 11:00 A.M. on February 19, 2021.

2

## REQUEST FOR PROPOSAL

Laredo Convention and Visitors Bureau – US Tourism Agency of Record

### **BACKGROUND**

The City of Laredo, Texas is located deep in the heart of South Texas at mile marker 1 of Interstate Highway 35. Laredo borders Nuevo Laredo, Tamaulipas, Mexico and has a budding population of 250,000. The Laredo Convention and Visitors Bureau is the destination marketing organization for the City of Laredo.

### **PROJECT OVERVIEW**

The Laredo CVB seeks a full service advertising/marketing firm to strengthen continuing marketing, advertising and promotional efforts of the current US tourism campaign.

The overall goal of this project is to continue brand awareness, market Laredo as a top destination to visit in Texas, increase over-night stays in Laredo, drive traffic to the LCVB website, increase social media interactions, manage existing media buys, plan and execute a multi-media plan including but not limited to television, digital, social media, traditional media, special promotional efforts, spearhead public relations efforts, provide a crisis management plan and produce clear reporting measures of success.

### **GENERAL SCOPE**

The Laredo Convention and Visitors Bureau is currently soliciting Requests for Proposals (RFPs) for a US Tourism Advertising Agency of Record from agencies with extensive experience working with destination marketing organizations and/or the hospitality industry to provide tourism promotion and marketing services. The qualified agency will create, develop and execute multi-media services that will result in increased tourism business, overnight stays at local lodging venues and overall produce a positive economic impact to the City of Laredo.

#### \*Creative

- o Provide all creative development and production of advertising, marketing and promotional concepts.
- o Develop copy for all print collateral, digital media placements and traditional advertising outlets
- o The firm will be responsible for production of collateral materials, promotional displays, radio/television scripts, brochures, maps and visitor guide.

#### \*Public Relations

- o Proactively identify opportunities for media coverage and schedule interviews to generate



positive press coverage of Laredo.

- o Develop messaging, draft news releases, monitor and report on story pitches and activities.
- o Propose and implement approved media events (PR blitz, calls, pitches) to promote Laredo.
- o Prepare a crisis communications plan. Identify and monitor crisis situations that may impact the tourism industry, the implementation of the strategic marketing plan, or the effectiveness, cost-efficiency, or desirability of ongoing advertising and marketing efforts.

#### \*Branding

- o Continue to utilize the current U.S. tourism campaign to showcase the city's assets and amenities. Build on brand awareness to generate visibility by telling our story, highlighting experiences in Laredo to entice overnight stays.

#### \*Marketing

- o Develop, implement, and maintain a comprehensive, annual strategic marketing plan which shall include a proposed budget with a complete schedule of all planned advertising, media, marketing activities, promotions and recommendations for all target markets.
- o Manage the current print/electronic/digital/billboard media buys and negotiate media rates for future buys. Execution includes placement, optimization and cancellations. The selected firm will implement and track all efforts.
- o Develop and design marketing campaigns to help build brand awareness within the United States to our target markets including but not limited to: Leisure, Historical, Culinary, Sports, Meetings, Group Tours, Port Laredo, Special Events, etc.
- o Effectively incorporate the branding and messaging, story pitch development of the campaigns to position Laredo as an ideal destination.

#### \*Digital Marketing Services

- o Plan and implement search engine optimization (SEO) strategies. Manage paid ads to increase website traffic and increase digital exposure. Monitor campaigns and provide analytics and return on investments (ROI).
- o Work with in-house marketing team to develop a content calendar and content copy for monthly e-newsletters, bi-weekly blog posts, and any other digital forms of communication deemed necessary.
- o Identify and recommend travel influencers that align with the Visit Laredo brand. The firm will be responsible for negotiating influencer rates, planning itinerary, securing accommodations, obtaining any necessary permissions needed by travel partners and providing an overall report to measure ROI.
- o Recommend digital services that could be beneficial to the Visit Laredo brand.

#### \* Videography/Photography

- o Provide creative direction for videography and photography services. Build up archives to continue to promote Laredo. Work with LCVB staff in developing RFP's for videographers and photographers.

o Provide full production services for video and photography sessions. The firm will be responsible for developing storyboards, securing locations, talent, scripts, hair/make-up styling, filming, recording and editing.

\*Podcast

o Host, produce, edit and publish The Hola Laredo Podcast. Each monthly episode is a maximum of 45 minutes per episode.

\*Reporting

o Provide a monthly media summary report of all media placements at the end of each month.

o Provide a monthly report on public relations efforts.

o Provide quarterly detailed reports that include analytics for online placements and provide results on traditional media placements.

o Coordinate and host a weekly project status meeting with LCVB staff.

\*Budget

o Pricing a la carte for all additional services including but not limited to:

- PRINT ADS: full page, half page, quarter page, 1/6 page, 1/3 page, etc...

- DIGITAL ADS: 300x250, 728x90, 960x90, 300x600, etc...

- DIGITAL CONTENT: e-newsletter and blog posts

- BILLBOARDS: static and digital

- PRINT COLLATERAL:

Rack cards – leisure, shopping, dining, meetings, sports, historical, downtown shops, etc...

Maps – walking tours, sports tournaments, etc...

Tradeshow stands – backdrops, stands, banners, etc...

Fold out brochures – leisure, historical, etc...

Postcards – leisure, special events, etc...

Visitor Guide

- CONTENT GENERATION/DEVELOPMENT

- DIGITAL MARKETING SERVICES

- MEDIA MANAGEMENT

- PODCAST SERVICES

- PUBLIC RELATIONS

- APP DEVELOPMENT AND DESIGN

- VIDEOGRAPHY/PHOTOGRAPHY

Creative direction services only

Full service production

\*Miscellaneous

- o Other services may include working with LCVB staff as needed in collaboration on projects such as creating a destination video and providing creative input and support for other projects including giveaways.

**SUBMISSION REQUIREMENTS**

·Title Page

·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.

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

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

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

·Memberships – Texas Travel Alliance, Destinations International and Texas Association of Convention and Visitors Bureau.

·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 the Laredo CVB in making decisions on how to market in the future.

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

·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.

·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. Selected firm must have a minimum of five years’ experience in tourism marketing.

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

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

**EVALUATION & SELECTION PROCESS**

The Laredo CVB will review the responses received. The LCVB management team will make the decision as to which firm, if any, it deems to be the most qualified for the awarding of a contract. Depending on the number of qualified submissions received, the top three firms will be selected to make a presentation to the LCVB

management team. Submitted qualifications will be reviewed and selected based on, but no 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 and tourism marketing, familiarity with DMOs, evidence of past performance, and related issues.	20
Scope of work – An assessment of the quality of proposed strategies, creativity, detail of 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 Visit Laredo brand and product – Assessment of your understanding of our destination and how you integrated this knowledge into the proposal.	10
Cost effectiveness– Assessment of the services provided in relation to the fees charged and overall value of the project to deem if pricing is reasonable and appropriate.	20
<b>TOTAL POINTS</b>	<b>100</b>

**CONTRACT PERIOD**

The term of the current contract will be for (5) months beginning June 1, 2021 thru October 31, 2021, with an option to renew for two (2) one (1) year periods.

**SPECIAL CONDITIONS**

The Laredo CVB is not liable for costs incurred by respondents prior to execution of 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 the Laredo Convention and Visitors Bureau, with 30-days prior written notice to the awarded firm. Such termination may be made with or without cause.

**TIMELINE**

January 29, 2021 RFP Invitation (RFP sent out)

February 18, 2021 @ 5:00pm RFP Collection (Proposals are due by this date and time. Late proposals will not be accepted.)

February 19, 2021 @ 11:00am RFP Opening (The Proposals received will be opened and publicly acknowledged by this date and time.)

February 22-March 11, 2021      The Laredo CVB will review all qualified proposals received, contact firms for in-person interviews.)

March 12, 2021                      The Laredo CVB will finalize decision on awarding contract.

All firms who respond in accordance with the guidelines will be evaluated to determine if their proposal meets requirements.

Ultimately, the Laredo CVB reserves the right to reject any and all 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 in the City of Laredo. Proposals are solicited for furnishing qualifications and imply no obligation on the Laredo CVB. The LCVB 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 the Laredo CVB.

*(Response required)*

Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

Additional notes  
*(Attach separate sheet)*

## Supplier Information

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Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## Supplier Notes

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

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature*