

***CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
REQUEST FOR PROPOSALS***

**BUS EXTERIOR AND INTERIOR ADVERTISING SERVICES
LAREDO TRANSIT MANAGEMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed proposal, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding of a three-year contract for providing Bus Wrap Exterior and Interior advertising services for the Laredo Transit Management.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand delivered Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on July 8, 2024; and all proposals received will be publicly acknowledges at 10:00 A.M. at the Office of the City Secretary on July 9, 2024.**

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

**Proposal: Bus Exterior and Interior Advertising Services– Laredo Transit Management
FY24-065**

Proposals can be downloaded and submitted through Cit-E-Bid:

<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

**City of Laredo – City Secretary
C/O Mario I. Maldonado, Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

**CITY OF LAREDO
PURCHASING DIVISION**



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions for awarding a three-year Bus Exterior and Interior advertising contract for the Laredo Transit Management. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through <https://cityoflaredo.ionwave.net/Login.aspx> Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on July 8, 2024, and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on July 9, 2024.**

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

**Proposal: Bus Exterior and Interior Advertising Services – Laredo Transit Management
FY24-065**

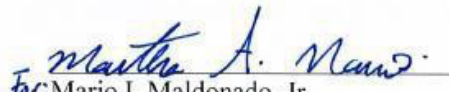
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WITNESS MY HAND AND SEAL, ON THIS 13th DAY OF JUNE 2024.


for: Mario I. Maldonado, Jr.
City Secretary

Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered a 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 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 the Cit-E-Bid system.
- (b) Unit prices shall be shown and where there is an error in the 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 the City of Laredo no less than seventy-two hours before 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 include the date and hour of the Proposal opening and the material or services. The 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:
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 Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered.

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- (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 proposals 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 the 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. The 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, the vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. The 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 the Questions & Responses section on the Cit-E-Bid system no later than seven (7) days before the scheduled date for opening to: CITY OF LAREDO INTERIM PURCHASING AGENT

Enrique Aldape III,
5512 Thomas Avenue,
Laredo, Texas 78041
eadape@ci.laredo.tx.us

Any vendor submitting questions shall refer 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 the Cit-E-Bid system under the 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, the 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 before the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgment, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or

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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 proposal solicitation process must be submitted in writing by certified mail to:
CITY OF LAREDO INTERIM PURCHASING AGENT

Enrique Aldape III
5512 Thomas Avenue
Laredo, Texas 78041
eadape@ci.laredo.tx.us

Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide a 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 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 the 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)** and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code.

Definition of the lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability are deemed acceptable, and who has offered the most advantageous pricing or cost-benefit, based on the criteria stipulated in the bid documents."

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 the 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 limitations. 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 the proposal. The place of delivery shall be outlined 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:

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- (1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in the 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 the list, then list prices must appear on the proposal schedule.

All invoices shall be mailed to:

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.

12.0 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 a 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 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 a 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 place 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, the Contractor shall specifically endorse applicable insurance policies as follows:

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

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 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. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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 proposal 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 proposal 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.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

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The City of Laredo requires the following forms to be completed as a part of this proposal 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 Proposal Only****

13.5 **CONFLICT OF INTEREST FORMS (Attached)**

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.

13.6 **TEXAS ETHICS COMMISSION (Form 1295, Attached)**

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: 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.

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 will result in the cancellation of the contract.

14.0 **DISQUALIFICATION & DEBARMENT CERTIFICATION**

By submitting this 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 the company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

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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.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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Bus Exterior and Interior Advertising Services
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15.0 Scope of Work

The City of Laredo is soliciting proposals, subject to the Terms and conditions of this invitation for bids and other contract provisions, for awarding a three (3) year contract to provide Bus Wrap and Interior advertising services to the Laredo Transit Management bus system in accordance with the authorized inventory. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

15.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, June 28, 2024 at 2:00 p.m.

16.0 Point of Contact

For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Oscar Gomez	(956) 795-2288	ogomez@ci.laredo.tx.us

17.0 General Requirements for Exterior and Interior Bus Advertising

17.1 The Contractor shall have exclusive rights to place El Metro approved advertising upon El Metro's fleet of buses, currently 50, which are subject to change at any time. Contract will not include nor is applicable to any trolleys or any EL LIFT vehicles.

17.2 Space availability for advertising on the El Metro fleet may change during the period of this agreement for reasons including, but not limited to, the acquisition of new vehicles, the retiring of old vehicles, new bus designs or configurations which do not allow for advertising capability.

17.3 El Metro shall be required to notify Bus-Ads within three (3) working days of any in operable, damaged, and/or wrecked buses that is rendered in operable or that are not available or unable to be used for the advertising purposes contemplated by this agreement. El Metro shall be required to provide Bus Ads a bi-monthly report detailing by bus number and route, any damaged or in operable buses that would prevent the advertising purposes of this agreement.

17.4 Bus Ads staff employees, shall be allowed a reasonable opportunity from time to time to inspect the entire bus fleet for damages or repairs that may affect the advertising capability of one or more buses pursuant to the terms and conditions contained in this agreement.

17.5 All interior artwork proofs for fifty (50) interior cards (25 x 10 measurements) must be approved by the El Metro prior to printing ads. Advertiser authorized and instructs Bus Ads to display good and workmanlike manner to maintain for the terms set forth.

17.5 This RFP may be canceled at any time any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City of Laredo.

18.0 Contractor Requirements

18.1 The Contractor shall install all ads on buses and shall employ its best efforts to develop and make sales of advertising space and shall operate a fully staffed business office within the El Metro service area, including:

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- 18.2 Contractor shall employ its best efforts to actively and aggressively, market the advertising space made available by El Metro. This includes the use of full color brochures, contact with direct and agency accounts within the area and the solicitation of national accounts.
- 18.3 Contractor shall receive and process any and all applications and inquiries to let and rent the advertising space made available by El Metro.
- 18.4 The Contractor shall comply with generally accepted industry principles with respect to good taste and all applicable laws and regulations, including but not limited to truth in advertising, copyrights and trademarks. Additionally, the Contractor shall remove unapproved, damaged or defaced vinyl's within 48 hours of notice given by El Metro.
- 18.5 Contractor shall remove all dated advertising materials within ten (10) calendar days from the expiration date. Dated materials refer to advertising materials that are relevant to a specific time or relevant to an event, that has been completed or is obsolete.
- 18.6 Contractor shall install and remove exterior ads on buses between the hours of 8:00 p.m. to 4:00 a.m., Monday through Saturday or anytime on Sunday or upon mutually agreed time approved in writing by Bus Ads and El Metro. Date and time confirmation by email, shall be permitted during the primary and or renewal option periods of this agreement.
- 18.7 Contractor upon execution of this agreement shall provide an updated and current listing of all Bus Ad Company staff employees and emergency phone numbers.
- 18.8 Contractor upon execution of this agreement shall provide an updated and current listing of all independent Contractors, installers, and Art Graphic designers used by the Contractor, to El Metro. Contractor shall notify El Metro in writing whenever changes occur and contractor shall provide El Metro with an updated listing to El Metro, within 5 working days of upon request for an updated listing. Contractor shall only allow Bus Ad Company, staff employees and/or appointed independent contractors, installers, or art graphic designers, to communicate on behalf of contractor with El Metro, enter El Metro facilities for installation, removing, measuring and/or to appraise bus or advertising sign damages or problems. Bus Ads, will immediately notify, El Metro in writing, of any staff employees, independent contractors, installers, and/or Art Graphic designers services that are discontinued.
- 18.9 El Metro will provide Bus Ads with personnel to communicate with concerning problems that arise during the length of this contract. If personnel changes, El Metro will provide contractor with new personnel contacts.
- 18.10 Contractor must have a minimum of 2-year experience in the advertising business.

19.0 Contractor Responsibilities and Duties

- 19.1 Contractor shall receive and process any and all applications and inquiries to let and rent its advertising space made available by El Metro.
- 19.2 Prior to entering a contract with an Advertiser, Contractor shall submit the contract and an accurate description of the Advertiser and creative advertising proposed to be placed upon space provided by El Metro for approval. If El Metro approves a contract which extends beyond the end of term of the contract with the Contractor, then the contract with the Contractor shall be extended automatically until the end of the advertising contract with Advertiser only for the purpose of completing agreement with Advertiser and for the

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purposes of returning the bus to its original state before the advertisement was placed upon it. No Contractor extension can exceed six (6) months beyond the end date of Contractor's contract. Upon submission of an advertising contract and/or artwork to the City, by Bus Ads, El Metro agrees to approve or reject the submitted contract and/or artwork within a turnaround time of not more than Two (2) working days from date of submission by Bus Ads to the designated person at El Metro.

- 19.3 Upon execution of a contract with an Advertiser, Contract shall promptly deliver to the City all contracts and related documents pertaining to the renting of advertising space by the Contractor with an Advertiser.
- 19.4 The Contractor shall assume full responsibility for the billing of all rental payments, fees and charges due from advertiser. Contract shall utilize a billing system that will allow it to provide El Metro with accurate information and reports on Advertiser billing as requested.
- 19.5 The contractor shall not be responsible for delays or loss by reason of strike, lockouts, acts of God to include hurricane, excessive wind, governmental actions, or any other act or thing beyond its control.

20.0 Specific Requirements

20.1 Location for Bus Advertisement

Advertising on buses will be permitted on the rear, front, the exterior, and the left and right sides, and on a portion of interior of buses as per Exhibit A thru E. Prior to the initial installation of vinyl advertisements, El Metro will approve the exact location for placement of an advertisement, on non-permanent adhesive vinyl material, on each type of bus in the El Metro fleet with the exclusion of the Trolleys and El Left vehicles. These locations will become the standard locations for placement of ads on buses within each sub-fleet through the terms of the agreement.

20.2 Materials and Appearance of Advertisement

El Metro requires that all exterior advertising installed as part of the proposal be of the non-permanent adhesive vinyl type, "direct application". The Contractor shall assure that all exterior advertisements are manufactured, installed, and removed in accordance with current industry standards. Additionally, each ad (1) shall be from wrinkles, blisters, or similar defects, (2) shall be "squared to the vehicle contour lines, and (3) shall present a sharp and clear appearance (4) shall not be placed in frames nor will buses be painted with advertising. Bus Ads compliance with this requirement shall be done to the best of Bus Ads ability on a reasonable basis and in conformance with the terms and conditions contained herein.

20.3 Dimensions of Advertisement

In no case shall the dimension of any exterior advertising material exceed the allotted space dimensions of each given bus, with full wraps being the only exception. Additionally, Contract shall not allow any one exterior ad to remain adhered to any vehicle in excess of eighteen (18) months unless written approval from El Metro.

20.4 Continuous Advertisement

Once a vinyl is applied to the side of a vehicle, a vinyl advertisement in good repair of the same size must always be displayed in the same location. No "layering" of vinyl advertisements is permitted (i.e., the previous vinyl must be removed before application of a new vinyl). Layering shall be allowed for snipe placement.

20.4.1 Snipe is defined as a predetermined addition to an ad for seasonal and/or special event purposes.

20.5 Restoration of Bus

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Upon removal of vinyl advertisement, Contractor, at Contractor's sole expense will be responsible for the cost of restoring the exterior surface of the bus covered by the vinyl advertisements to the condition of the surrounding exterior surface of the bus. The adhesive used to apply the vinyl type advertisement shall not cause damage to the El Metro vehicles, their paint schemes or exterior surface. The contract will be notified of any such damage and El Metro will not proceed with repair for 72 hours after notification to the Contractor to enable the Contract time to inspect the damage if so desired. The Contractor shall be required to reimburse El Metro for the full dollar cost to repair any damage El Metro vehicles and/or property resulting from application or removal of the vinyl advertisement of any other activities of the Contractor. Bus Ads will be allowed to restore bus to original condition.

20.6 No Route Specific Advertisements

Under no circumstances should advertisement be route specific however, Bus Ads can recommend a route for a particular ad and/or advertiser and El Metro, although not obligated or required, will attempt to the best of their ability to comply with this request for a recommended bus route for a particular ad and/or advertiser. However, it is expressly agreed and understood that Contractor shall not represent to actual and/or potential advertisers that advertising will be placed on a specific El Metro bus route and or route(s).

20.7 Self Promotion

The Contractor and El Metro will mutually agree to a limit on the number of buses to use for contractor's self-promotion.

20.8 Maintenance of Advertisements

The Contractor shall be solely responsible to keep and maintain all the vinyls placed on El Metro buses in good condition, and will bear the full cost of any and all maintenance and repair of the vinyls. In the event the Contractor fails to satisfy the requirements, El Metro may elect to repair, alter, or remove the vinyl and charge the contractor all labor and material costs for all such work. The Contractor agrees to pay El Metro the full cost of performing such work provided El Metro gives the Contractor verbal notice followed by written email notice, of the intent to repair, alter or remove the vinyl advertisement prior to actually undertaking such activity. Bus Ads will be allowed to restore bus to original condition within 72 hours.

20.9 Placement of Advertisements

No vinyl will be allowed to interfere with any safety devices, lights, signals, or distinctive logos on El Metro vehicles. This includes any other equipment installed on vehicle which are for the normal use and which may require regular preventive maintenance I.E. fuel doors, vents, etc. Logos safety devices, lights, signals, can be displaced as per mutual agreement by Bus Ads and El Metro. Bus Ads will always abide by State, Local and National Law when considering any displacement.

20.9.1 Logo Displacement. Bus Ads upon receipt of prior written consent by El Metro shall be permitted to displace an El Metro logo placement, and Bus Ads shall be permitted to substitute and replace the El Metro logo upon a mutually agreed location to allow for maximum advertising revenue generation under this agreement in accordance with the attached diagram, so long as any displacement or substitution conforms with any State Local and/or National Laws, ordinances, rules and/or regulations.) Permitted Logo displacement includes all El Metro sign age, bus numbers, route numbers, caution, and/or warning signs etc. (continue to abide by fed laws in order to maximize revenue).

20.9.2 Vinyl can be placed over body molding per mutual agreement between El Metro and Bus Ads and in a way that will maximize revenue for both El Metro and Bus Ads. Vinyl applied over body panel seams shall be cut and tucked into those seams. Bus Ads will not interrupt any doors or services hatches with vinyl.

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20.9.3 Vinyls smaller than an allocated area shall be centered in the allocated area.

20.9.4 On full bus wraps the El Metro logo must appear in a location that is visible. On smaller vinyls if El Metro logo is displaced in an area mutually agreed to by Bus Ads and El Metro.

20.10 Non-Profits

The Contractor shall offer a non-profit rate which shall be a discount of the going rate. This rate shall only apply to agencies or organizations that are duly licensed as a non-profit public educational or charitable organization. All costs shall be borne by the non-profit, public educational, or charitable organization. Advertising by non-profits shall not exceed 5% of the total number of buses available for advertising.

20.11 Other City Departments

The sale of advertising space to other City Departments shall be at the non-profit rate. All costs shall be borne by the other City Department.

20.12 Types of Advertising to be Used

Contractor may have the option of offering potential advertisers any of the following Exterior Ads on El Metro buses: full wrapped buses, king sizes, queen sizes, front and when the model and configuration of bus allows tails.

21.0 Defaced or Damaged Advertising

21.1 The contractor shall develop and implement a fully staffed maintenance, cleaning, repair or replacement program to ensure that all advertisements installed on El Metro buses are in good condition at all times. Contract should also make any other repairs as necessary to vinyls that are damaged or defaced (except graffiti removal on advertisements which shall be the responsibility of El Metro). During graffiti cleanup El Metro and/or the City of Laredo will not be responsible for any damage or discoloration to the vinyl advertising.

22.0 Approval of Advertising Material

22.1 El Metro reserves that right to approve all advertising material, exhibit material announcements, or any other display and their manner of presentation. All advertising material at any time placed on El Metro vehicles by the contractor shall be acceptable to El Metro, no libelous, slanderous, or obscene advertising will be accepted by the contractor for display in the El Metro service area.

22.2 Contractor shall not exhibit any advertisement material, announcements, or any other display for goods and services on El Metro vehicles which to the knowledge of the contractor are any of the following:

22.2.1 False, misleading or deceptive.

22.2.2 Clearly defamatory or likely to hold up to scorn or ridicule a person or group of persons.

22.2.3 Obscene, vulgar, or profane language and/or pictures that are pornographic as deemed by El Metro and further defined by all applicable laws including any City Ordinances.

22.2.4 In advocacy of imminent lawlessness or violent action.

22.2.5 Promoting alcohol or tobacco products.

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- 22.2.6 Promoting any establishment that main business is selling or promoting sex products, videos, books, etc. This would include any adult bookstore, video store, or “gentleman’s club”, bar, topless or nude entertainment facility.
- 22.2.7 Any and all political campaign ads, messages, etc. regardless of party or group, including all local, state, and national political campaigns.
- 22.2.8 All materials must adhere to U.S. copyright laws.
- 22.2.9 Copy and/or art which portrays violent acts or graphic violence, including the depiction of bodies, body parts and fetuses that are in states of mutilation, dismemberment, disfigurement and/or decomposition, will not be permitted.
- 22.2.10 Advertisements promoting contests must comply with all applicable laws and regulations. The contest sponsor must indemnify El Metro against any claim or legal action involving any contest advertisement placed in the El Metro system.
- 22.2.11 If an advertisement contains a testimonial, the sponsor shall provide to El Metro documentation that person making the testimonial has authorized its use in the advertisement. The sponsor must indemnify El Metro against any legal action by any person quoted or referred to in any testimonial advertisement placed in the El Metro system. Such indemnity shall be in form and substance acceptable to El Metro.
- 22.2.12 Advertisers shall take special care to avoid illustrations or references that encourage persons to refrain from using safety precautions normally used in any activity.
- 22.2.13 Advertising offering premium or gifts must not misstate their value.
- 22.2.14 Use of El Metro graphics or representations in advertising is subject to written approval by El Metro.
- 22.2.15 No implied or declared endorsement of any product or service by El Metro is permitted.
- 22.2.16 Any advertising that promotes gaming or gambling that is not sanctioned by the State of Texas.
- 22.3 Reasonable proof and clarification can be required by El Metro for any advertisement, exhibit material, announcement, or any other display prior to approval by El Metro.
- 22.4 El Metro reserves the right to reject or remove any advertising that it deems not be in full compliance with these policies.
- 22.5 Contractor will immediately remove upon notification any advertisement display, sign, or poster which is deemed objectionable as described in subsection 20.2 (R.F.P) at the cost of the contractor. In the event that the material is not removed within a 48-hour period, El Metro personnel may remove the material at the sole cost of the contractor. El Metro or its authorized representative shall not be held responsible for any damages as the result of removing any advertisement display. El Metro shall not be held responsible for any removal or the consequences thereof.

23.0 Assessment for Non-Compliance

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- 23.1 For any breach of the requirements of this agreement by contractor and/or upon contractor's failure to satisfy the conditions set forth herein, after contractor has been notified in writing of such breach and after being given a reasonable 30 day opportunity to cure any breach of the requirements of this agreement and Contractor's failure to satisfy the conditions set forth, El Metro will impose an assessment of \$100 per day per bus or incident, or breach that is not cured within the cure period.

24.0 Office/Maintenance Location

- 24.1 Contract shall provide a fully staffed business office within the El Metro operating area during the term of the contract and any extension thereof.
- 24.2 On any and all approved on-site installations or repairs to advertising of El Metro fleet are approved and made, Contractor will be responsible for providing and storing all necessary parts, equipment, materials, and/or tools associated with the performance of this contract at Contractor's off-site facility. Contractor shall not store any parts, equipment, materials, and/or tools on El Metro property. Contractor shall make every effort as to minimize the disruption of El Metro's personnel or operations i.e. perform the work so as to eliminate noise, obstruction, hazardous conditions, or other disturbances. During the performance of work, Contractor shall bear full responsibility for the protection and safety of the public, and any El Metro personnel, equipment, and facility. Any damage arising from the Contractor's sole expense.
- 24.3 Contractor shall provide El Metro with an emergency phone number in the event an emergency situation shall arise. Contractor will respond to an emergency situation within 48 hours of the request.

25.0 Contractor's Work on El Metro Property

- 25.1 Contractor shall check-in before entering and checkout upon leaving El Metro property with the proper guard and/or on-duty maintenance supervisor.
- 25.2 Contractor shall provide reflective safety vests and company identification badges for its employees to be worn at all time while on El Metro property.
- 25.3 Contractor shall operate clearly identifiable vehicles for purpose for entering El Metro property. All vehicles used to install or remove the advertisement from El Metro buses must display a business sign on the outside on the outside of each front door, both left and right sides with the name of the company authorized to perform work on advertising on El Metro buses. Signs may be of the magnetized type. No private vehicles will be allowed on El Metro properties, unless displaying the proper signage.
- 25.4 Contractor shall perform work on El Metro buses at El Metro's reasonable discretion. Usually when El Metro vehicles are not in revenue service, nights or on weekends. Contractor shall not interfere with El Metro operations when installing, removing, or maintaining ads.
- 25.5 Contractor will provide all necessary parts, equipment, materials and/or tools required to perform required work and will not store any parts, equipment, materials, and/or tools on El Metro property.
- 25.6 El Metro shall make every attempt to provide sufficient room between bus rows so as to allow for installation or removal of ads while buses are parked, at each applicable site. Indoor workspace may not always be available on El Metro premises.
- 25.7 El Metro and Contractor shall agree on how best to resolve any problems arising regarding the location of buses at each applicable site. Contractor shall make every effort as to minimize the disruption of El Metro's

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personnel or operations i.e. perform the work as to eliminate unnecessary noise, obstruction, hazardous conditions, or other disturbances. During the performance of work, Contractor shall bear full responsibility for the protection and safety of the public, and any El Metro personnel, equipment, and facility.

25.8 Contractor shall keep designated on-site work area in an organized and safe manner.

26.0 Conduct of Contractor's Employees

26.1 Contractor shall insure that its officers, agents, or employees while on or using El Metro premises or equipment will conduct themselves in a safe and proper manner. In the event that a complaint is made by El Metro personnel, the Contract will take correct measures as deemed necessary. If the Contractor does not take any action, El Metro may deem the Contract in breach of its obligations under the Agreement. Contractor further agrees to ensure that its employees or representative will not deface or damage El Metro property or deposit or scatter any rubbish, debris, waste, litter, or other material about El Metro property or premises.

26.2 Contractor will agree to assume full liability and responsibility for actions on the part of its employees and shall pay for the clean up required to restore the property to its condition prior to entry by the Contractor.

27.0 Warranty

27.1 The Contractor assumes all responsibilities for all of the materials and services, provided, whether those materials and services are provided by the Contractor, purchased readymade or provide by a subcontractor.

27.2 The contractor warrants that all products and/or process used in production, installation, maintenance, repair and removal of all exterior advertisements during the term of the Contract shall not damage the exterior finished surface of El Metro vehicles. In the event that damage occurs, the Contract shall reimburse El Metro for its actual costs of repairs including: labor, parts and materials plus a 25% administration overhead fee. Prior to undertaking the repairs, El Metro will provide 72 hour's notice in writing to enable the Contractor time to inspect the damage if s desired.

29.0 Evaluation Process

An evaluation committee will review all proposals utilizing the evaluation criteria noted below. A final recommendation will be submitted to City Council for future consideration by the full body. In evaluating the responses, the following predetermined criteria shall be considered:

29.1 References (10 Points) – Documentation Shall be uploaded on Cit-E-Bid

29.1.1 List of in-state references including the name, address and phone numbers of the persons closely associated with prior services.

29.2 Professional ability/qualifications of the firm/team and their financial capacity and capability to satisfactorily perform the required services. (30 Points) - Documentation Shall be uploaded on Cit-E-Bid

29.2.1 Demonstrated prior experience in providing similar serveries.

29.2.2 Submit a detailed work plan describing how you intend to provide the services outlined in Section 20.

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29.3 Past performances an experience by firm/team with similar work **(20 Points) - Documentation Shall be uploaded on Cit-E-Bid**

29.3.1 Submit a portfolio of advertising displays that will be used in this contract.

29.4 Detailed Work Plan. **(20 Points) – Documentation Shall be uploaded on Cit-E-Bid**

29.4.1 Setting goals and objectives.

29.4.2 Establishing team responsibilities.

29.4.3 Setting timelines.

29.4.4 Establishing a budget.

29.5 Compensation Plan. **(20 Points) – Documentation Shall be uploaded on Cit-E-Bid – Appendix A**

29.5.1 Specify a percentage of gross advertising revenue and a minimum monthly guarantee for each year of the base term of the Agreement and for each option year of the Agreement.

29.5.2 The agency (LTM) is requesting proposals with not less than 50% minimum annual revenue share of annual advertising sales.

Total Points

100

29.6 Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

30.0 Selection Process

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. Failure to Complete and Provide Any of These Proposal Requirements May Result in the Respondent's Proposal Being Deemed Non-Responsive and Therefore Disqualified from Consideration.

In determining the **best value** for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

The following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Section	Criteria	Total Points
I	References 29.1	10
II	Professional Ability/Qualifications 29.2	30
III	Past Performance and Experience 29.3	20
IV	Detailed Work Plan 29.4	20
V	Compensation Plan 29.5	20

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	Total	100
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Percentage Rating for point Method

%	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
10	Very Poor to Unsatisfactory	
20	Very Poor	Meets elements of some criteria minimally.
30	Poor to Very Poor	
40	Poor	Meets some criteria at minimum acceptable level.
50	Average to Poor	
60	Average	Adequately meets most criteria.
70	Good to Average	
80	Good	Exceeds minimum criteria.
90	Very Good	Provides benefits to the entity in addition to all required criteria.
100	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Section	Criteria	Max Points	Weighted %	Points Weight x
I	References 29.1	10	50%	5.0
II	Professional Ability/Qualifications 29.2	30	40%	12.0
III	Past Performance and Experience 29.3	20	60%	12.0
IV	Detailed Work Plan 29.4	20	50%	10.0
V	Compensation Plan 29.5	20	70%	14.0
Total Score				54.00

31.0 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."

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and 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.

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31.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the [Texas Ethics Commission](#) website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

32.0 Term of Contract

The term of this contract shall be for a period of three (3) years beginning as of the date of its execution. The contract may be extended for one (1), additional two (2) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another one-year period.

32.0 This contract shall be the responsibility of an administered by the vendor and the Laredo Transit Management.

33.0 Price Adjustment***

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to ealdape@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

34.0 Termination of Contract

This contract shall be for an initial period of three years from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party:

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Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

35.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Company Information Questionnaire

Conflict of Interest Questionnaire

Non-Collusive Affidavit

Discretionary Contract Disclosure

Certificate of Interested Parties (Form 1295)

Appendix A – Revenue Outline Form

FY24-065 Bus Exterior and Interior Advertising Services and Transit Management

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36.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

"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 ".

Name of Offeror (Business) **Hachar Bus Ads: Hachar Learning Center**

Signature Robert Hachar Date 6.30.2024

of person authorized to sign bid

Print Name **Robert D. Hachar**

of person authorized to sign bid

Title: **President**

Business Address: **4100 San Bernardo Avenue Suite E7**

City, State, Zip Code: **Laredo, Texas 78041**

Telephone Number: **956.791.0140** Fax Number: **956.615.0031**

Contact Person Email Address: **roberthachar@laredoad.com**

Federal Tax ID Number: **74-2857159**

Bidders Principal/Corporate Place of Business Address: **4100 San Bernardo Ave Ste E7**

Indicated Status of Business:

Corporation ☒ Partnership ☐ Sole Proprietorship ☐ Other: ☐

If other state business status: ☐

State how long under its present business name: **20 Years**

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

Hachar Learning Center DBA: Hachar Bus Ads

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Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / **No**

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / **No**

Is any litigation pending against the Business? Yes / **No**

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / **No**
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / **No**

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / **No**

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / **No**

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 in default? Yes / **No**

Is the Business in arrears in any contract or debt? Yes / **No**

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / **No**

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / **No**

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes **No**

Disadvantaged Business Enterprise (DBE): Yes **No**

Small Disadvantaged Business Enterprise (SDBC) Yes **No**

Other: Please specify _____

This company is not a certified minority business: ☒

The above minority 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

37.0 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 Enrique Aldape,
Acting Purchasing Agent at 956-794-1733

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

- 1 Name of vendor who has a business relationship with local governmental entity.
Hachar Bus Ads Inc.

- 2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

- 3 Name of local government officer about whom the information is being disclosed.
N/A

Name of Officer

- 4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

- 5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

- 6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

6-16-2024
Date

CITY OF LAREDO
PURCHASING DIVISION

☐ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Robert D Hachar

Robert Hachar

06/16/2024

Name

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

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.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.
Hachar Bus Ads Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Robert Hachar text here
Signature of person doing business with the governmental entity

6.16.2024

Date

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Robert David Hachar / Bus Ads of Laredo

Being first duly sworn, deposes and says:

That he/she is Owner / Officer

(a Partner of officer of the firm of, etc.)

FY24-065 Bus Exterior and Interior Advertising Servicesedo Transit Management

The party making the foregoing SOQ or bid, that such SOQ 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 SOQ or bid are true.



Signature of:

Bidder, if the Bidder is an individual

Partner, if the Bidder is a Partnership

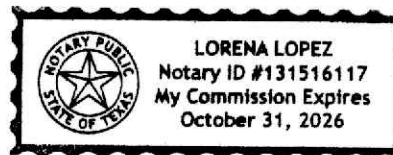
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 17th day of June 2024


Notary Public

My commission expires:

October 31, 2026



He

39.0 Discretionary Contracts Disclosure



City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.

*This is a ☒ New Submission or ☐ Correction or ☐ Update to previous submission.

***1. Name of person submitting this disclosure form.**

<u>Robert</u>	<u>D</u>	<u>Hachar</u>	<u>MR.</u>
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): RFP FY24-065
Bus Exterior and Interior Advertising

b) Originating Department(s): Laredo Transit Management
City of Laredo Purchasing
1110 Houston St 3rd Floor , Laredo Texas 78043

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

<u>Robert D. Hachar</u>	<u>Robert Hachar</u>		
Name (Print)	Signature	Name (Print)	Signature
<u></u>	<u></u>	<u></u>	<u></u>
Name (Print)	Signature	Name (Print)	Signature
<u></u>	<u></u>	<u></u>	<u></u>
Name (Print)	Signature	Name (Print)	Signature
<u></u>	<u></u>	<u></u>	<u></u>
Name (Print)	Signature	Name (Print)	Signature

***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. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☒ Name of partner, parent, or subsidiary business entity(ies): Hachar Bus Ads Inc.
Hachar Learning Center DBA. Hachar Bus Ads Inc.

**CITY OF LAREDO
PURCHASING DIVISION**

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

☐ Not applicable. No subcontractors will be retained for this contract.

☒ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors: _____

Hachar Bus Ads, Inc. _____

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

☒ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***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 or 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 retained 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. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

☐ List of contributors: _____

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 contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***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? **N/A**

**CITY OF LAREDO
PURCHASING DIVISION**

☒ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest: _____

***Acknowledgements**

☒ **Hachar Bus Ads
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.

☒ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting 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-contract 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 will 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.

***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 of the City Secretary.

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***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.

Robert D. Hachar

Name (Print)

Robert Hachar

Signature

President

Title

Hachar Bus Ads Inc., Hachar Learning Center

Company or DBA

06/16/2024

Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

40.0 Certificate of Interested Parties (Form 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>.

Implementation of House Bill 1295

40.1 Certificate of Interested Parties (Form 1295):

Hachar Bus Ads, Inc.

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.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

40.2 Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

[HB 1295](#)

Certificate of Interested Parties ([Form 1295](#))

New Chapter 46, Ethics Commission Rules:

[46.1. Application](#)

[46.3. Definitions](#)

[46.5. Disclosure of Interested Parties Form](#)

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES			FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Hachar Bus Ads, Inc				
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Laredo Texas				
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract. FY24-065 Bus Exterior and Interior Advertising Services Laredo Transit Management				
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		
		Controlling	Intermediary	
Robert D Hachar	Laredo Texas, United States	X		
5 Check only if there is NO Interested Party. <input type="checkbox"/>				
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.				
<div style="margin-bottom: 5px;"><i>Robert Hachar</i></div> <div>_____</div> <div>Signature of authorized agent of contracting business entity</div>				
AFFIX NOTARY STAMP / SEAL ABOVE				
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.				
_____ Signature of officer administering oath		_____ Printed name of officer administering oath		_____ Title of officer administering oath
ADD ADDITIONAL PAGES AS NECESSARY				

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2015

*******Form does not need to be notarized*******

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Hachar Bus Ads, Inc.
Laredo, TX United States

Certificate Number:
2024-1176023

Date Filed:
06/16/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Laredo Texas

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY24-065
Bus Exterior and Interior Advertising Services Laredo Transit Management

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hachar, Robert	Laredo, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is ROBERT DAVID HACHAR, and my date of birth is 7-05-1958.

My address is 2201 LANE LAREDO TX 78040 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in LAREDO TEXAS WEBB County, State of TEXAS, on the 16th day of June, 2024.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

**CITY OF LAREDO
PURCHASING DIVISION**

41.0 Vendors Instructions:

Hand delivered Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on July 8, 2024; and all proposals received will be publicly acknowledges at 10:00 A.M. at the Office of the City Secretary on July 9, 2024.**

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

**RFP: Bus Exterior and Interior Advertising Services – Laredo Transit Management
FY24-065**

Proposals can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario I. Maldonado, Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

APPENDIX A – REVENUE OUTLINE FORM (R-S)

PRICING SHEET BUS WRAPS & INTERIOR CARDS

Each year of the agreement, the contractor shall be bound by the following minimum annual guarantee amounts per contract year based upon the list of buses in section 17.1:

Contract Year	Minimum Annual Guarantee	Minimum Revenue Share %
July 1, 2024 through June 30, 2025	\$125,000	50%
July 1, 2025 through June 30, 2026	\$125,000	50%
July 1, 2026 through June 30, 2027	\$125,000	50%
Optional Year 4- July 1, 2027 through June 30, 2028	To be negotiated prior to contract renewal	50%
Optional Year 5- July 1, 2028 through June 30, 2029	To be negotiated prior to contract renewal	50%

The agency (LTM) is requesting proposals with not less than 50% minimum annual revenue share of annual advertising sales.

On the 10th working day of each month the advertising company shall pay Laredo Transit Management the requested minimum 50% (or an agreed upon minimum revenue percentage) or the minimum annual guaranteed payment, whichever is greater.

Laredo Transit Management reserves the right to increase or decrease the number of vehicles listed on section 17.1 during the term of the contract. LMT shall notify the selected company in the event the fleet should increase or decrease by 50% and if necessary, the minimum annual guarantee will be reviewed and possibly adjusted proportionately by mutual agreement of the parties.

Robert Hachar

Robert D. Hachar

Authorized Official of Firm

President

Title of Authorized Official

6.18.2024

Date

EXHIBIT A



EXHIBIT B



EXHIBIT C

FY24-065 Bus Exterior and Interior Advertising ServicesLaredo Transit Management



EXHIBIT D



EXHIBIT E

