



**CITY OF LAREDO  
FINANCE DEPARTMENT  
PURCHASING DIVISION  
FORMAL INVITATION FOR BIDS--**

**GRASS SEEDS, FERTILIZER AND MULCH  
Notice to Bidders**

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contract for the purchase of grass seeds, fertilizer and mulch to be used by Parks and Leisure Services Department.

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](http://www.cityoflaredo.com).

Bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup>. floor, Laredo, Texas 78040 until **5:00 P.M on March 15, 2010; and all bids received will be opened and read publicly at 3:30 PM at the Office of the City Secretary on March 16, 2010.**

Bids are to be submitted in a sealed envelope clearly marked:

**BID: Grass Seeds, Fertilizer and Mulch – Parks and Leisure Services Department  
FY10-040**

Bids are to be mailed:  
**City of Laredo – City Secretary  
C/O Gustavo Guevara Jr.  
City Hall – Third Floor  
PO Box 579  
Laredo, Texas 78042-0579**

Hand Delivered:  
**City of Laredo – City Secretary  
C/O Gustavo Guevara Jr.  
City Hall – Third Floor  
1110 Houston  
Laredo, Texas 78040**

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

CITY OF LAREDO  
PURCHASING DIVISION

**Bidder Information:**

**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".

Firm Name: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
of person authorized to sign bid

Print Name \_\_\_\_\_  
of person authorized to sign bid

Title: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Bidders Principal/Corporate Place of Business Address: \_\_\_\_\_

Indicated Status of Business:

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Other: \_\_\_\_\_

If other state business status: \_\_\_\_\_

State how long under its present business name: \_\_\_\_\_

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*

**CITY OF LAREDO  
PURCHASING DIVISION**

**TERMS AND CONDITIONS OF INVITATIONS FOR BIDS**

**GENERAL CONDITIONS**

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders 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 requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder 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) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

**1. PREPARATION OF BIDS**

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

**2. DESCRIPTION OF SUPPLIES**

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

**3. SUBMISSION OF BIDS**

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.
- (c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.
- (d) 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 bidder's expense.
- (e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

**4. REJECTION OF BIDS**

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require to assure compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

**CITY OF LAREDO  
PURCHASING DIVISION**

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**5. WITHDRAWAL OF BIDS**

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

**6. LATE BIDS OR MODIFICATIONS**

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

**7. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS**

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent  
5512 Thomas Ave.  
Laredo, Texas 78041.

**8.0 BIDDER DISCOUNTS**

- (a) Percent discounts within a certain period of time can be considered in making the award. 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 SUPPLY CONTRACTS: 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.

The City's obligation for performance of an annual supply 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.

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

**10. AWARD OF CONTRACT**

- (a) The contract will be awarded to the lowest responsible bidder whose price and other factors have been considered in accordance to the provisions of the State of Texas – Procurement Statues.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

**CITY OF LAREDO  
PURCHASING DIVISION**

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- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless other wise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
  - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
  - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply to the specifications.
  - 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

**11.0 INSURANCE REQUIREMENTS**

When required and specified in the City of Laredo bid specifications, 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 during the term of this contract.

- (a) Commercial General Liability in the name of the contractor in minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage which coverage shall include products/completed operation (\$1,000,000 products completed/operations aggregate) written on an occurrence form. Contractual liability must be maintained covering the Contractors obligation contained in the contract.
- (b) Workers' Compensation Insurance, at statutory requirements limits, including Employers' Liability coverage in a minimum limits of \$1,000,000 each occurrence each accident and \$1,000,000 disease each-occurrence and \$1,000,000 each disease aggregate.
- (c) Commercial Auto Liability insurance at minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.
- (d) The City of Laredo shall be named as an additional insured with respect to General and Auto Liability. A waiver of subrogation in favor of the City of Laredo shall be contained in the workers' compensation and all liability policies. 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. All insurance policies shall be endorsed to the effect that the City of Laredo will receive at least sixty-(60) days notice prior to cancellation or non-renewal of insurance. 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. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. All liability policies shall contain no cross liability exclusion or insured versus insured restrictions.

**12.0 CONSTRUCTION CONTRACTS: PAYMENT / PERFORMANCE BONDS**

**Not applicable to this contract.**

**13. PAYMENT & INVOICING**

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.  
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

**CITY OF LAREDO  
PURCHASING DIVISION**

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**14. NON-COLLUSIVE AFFIDAVIT**

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

**15. EL METRO TRANSIT SYSTEM AND LAREDO MUNICIPAL HOUSING CORPORATION**

City contract pricing will also apply for all purchases made on behalf of Laredo Metro Inc. (El Metro) and Laredo Municipal Housing Corporation.

CITY OF LAREDO  
PURCHASING DIVISION

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**Formal Invitation for Bids  
Grass Seeds, Fertilizer and Mulch**

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**15.0 Scope:**

The City of Laredo, is herein soliciting bids from interested parties for a yearly contract based on price schedules to purchase grass seeds, fertilizer and mulch. The City of Laredo reserves the right to reject any and all bids, as well as the right to determine the bid most advantageous to the City.

**16.0 GENERAL CONDITION:**

- 16.1 All items are to be delivered to the location specified in the purchase order. The City will assign a staff member to be responsible for accepting the orders. Vendors will be required to unload merchandise. This staff person will count the pieces delivered and sign the delivery receipt. All invoices must be mailed or delivered to the Accounts Payable Office – City Hall, 1110 Houston Street, P O Box 210, Laredo, Texas 78042-0210. City crews may also pickup orders at contract vendor's facility.
- 16.2 All invoices for the City of Laredo have a 30-day term from receipt of order. All invoices must show purchase order. Invoices should be clearly written as to stock, manufacturer, catalog, part number and pricing. Discounts will be accepted as part of this bid.
- 16.3 All bid prices must be quoted FOB Laredo, Texas. All prices quoted in this document must be firm for one year base on price schedules. This contract may be extended for an additional year upon period upon mutual consent of both parties.
- 16.4 The quantities expressed in the bid schedule are estimates only. The estimates are to give the vendor an idea in preparing this bid. The actual quantities may vary depending on the type of project (s) being undertaken by city crews. The purpose of this contract is to establish prices for the commodities needed, should the City need to purchase these commodities. 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.

**CITY OF LAREDO  
PURCHASING DIVISION**

**17.0 MINIMUM SPECIFICATIONS AND PRICING:**

<b>SECTION I</b>				
<b>Item</b>	<b>Description</b>	<b>Est. Qty.</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1	Rye Seeds 0% weed, 50 lbs. sack per annual	<b>300 sacks</b>	\$	\$
2	Bermuda seeds hulled, 50 lbs. sack	<b>500 sacks</b>	\$	\$
3	Fertilizer Weed & Feed Water Soluble, 19 lb. sack, 13-9-9	<b>150 sacks</b>	\$	\$
4	Fertilizer 21-7-14 (10 weeks) slow release, 50 lbs. sack RIGIS	<b>75 sacks</b>	\$	\$
5	Fertilizer 12-12-12, Water Soluble, 50 lbs. Sack	<b>100 sacks</b>	\$	\$
			<b>Total Section I \$</b>	
<b>SECTION II</b>				
6	Paper blocks for mulching Pro-Mat, 50 lbs. sack	<b>25 sacks</b>	\$	\$
			<b>Total Section II \$</b>	

**18.0 AWARD OF BID:**

This contract will be awarded **by section** to the lowest responsible bidder or the bidder who provides the best value for the city, and whose bid price and others factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

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 needed, should the City need to purchase these commodities. 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.

**Required Submittals:**

- 1. Bidder information sheet (Page 2)**
- 2. Pricing Section page 8**
- 3. Conflict of Interest Disclosure**

## City of Laredo

### Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **The Board of Commissioners of the Laredo Housing Authority**
9. **The Executive Director of the Laredo Housing Authority**

If additional information is needed please contact Francisco Meza, Purchasing Agent at 956-790-1825

CITY OF LAREDO  
PURCHASING DIVISION

**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.**

**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.**

\_\_\_\_\_  
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.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date