



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

DRY SLUDGE REMOVAL-JEFFERSON WATER TREATMENT PLANT

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 an annual contract to provide dry sludge removal and disposal services for the Utilities 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.

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on March 1, 2010; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on March 2, 2010.**

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

Bid: **Dry Sludge Removal-Jefferson Water Plant
FY10-036**

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



**City of Laredo
Purchasing Division**

Notice to Bidders

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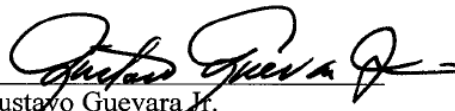
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:

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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.

WITNESS MY HAND AND SEAL, THIS 4th DAY OF FEBRUARY 2010.


Gustavo Guevara Jr.
City Secretary

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: _____

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.

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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.

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

There are two types of contracts awarded for materials, equipment or services.

- (a) ACTUAL QUANTITIES CONTRACT: Quantities specified are actual amounts and are based on the best available information. The purpose of this contract is to establish prices for the amounts and kind of

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commodities indicated. The quantity indicated is the quantity the City wants to purchase, but the actual amount purchased is subject to change orders which may increase or decrease the commodities purchased by 25% more or less.

- (b) **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 Statutes.
- (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.
- (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

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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

When required and specified in the City of Laredo construction bid specifications and in the event that the base bid exceeds \$25,000, the primary contract vendor will be required to furnish a satisfactory Performance Bond in the amount of 100% of the total contract price, and a satisfactory Payment Bond in such amount, both duly executed by such bidder as principal. The successful bidder will be required to provide Performance and Payment bonds issued by an insurance company complying with the minimum State requirements and is licensed in the State of Texas, and has a Best's Key Rating as follows:

Construction Contract	Rating
\$100,000 to \$250,000	None
\$250,001 to \$1,000,000	B

The payment and performance bonds should not be purchased prior to; or are a requirement to submit a bid, however the primary contract vendor awarded a construction contract must purchase and submit such bonds prior to performing any contract work.

In the event that the base bid amount is less than \$25,000.00, the payment bond and/or the performance bond will not be required if the successful bidder waives payment for the work until completion of the work and final acceptance by the City. This provision applies only if the successful bidder agrees to be paid in one payment upon completion and acceptance of the project by the City of Laredo.

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.

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

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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.

Formal Invitation for Bids
Dry Sludge Removal-Jefferson Water Treatment Plant

16.0 Scope:

The City of Laredo is herein soliciting bids for an annual contract to provide service to load and transport approximately 10,000 cubic yard of dry sludge from the Jefferson Water Treatment Plant to the City of Laredo landfill. The landfill is located two miles east of intersection of State Highway 359 and Loop 20. The landfill is 800 feet north of Highway 359. The term of this contract is for a one-year period with the right to renew the contract annually for three, one-year terms (based on the initial bid submitted). Any contract extension must be mutually agreeable to the City of Laredo and the successful Contractor.

16.1 Bidders should read the specifications carefully and inspect the site prior to submitting any proposal. Bidders should also examine the local conditions, investigate the difficulties to be encountered, determine the accessibility of the work and all attending circumstances affecting the cost of doing the work.

17.0 Contractor Duties: The successful bidder shall furnish all the equipment and appurtenances to perform the service.

17.1 Location:

Jefferson Water Treatment Plant
2519 Jefferson Street
Laredo, Texas 78040

17.2 Disposal

The contractor shall transport all sludge to the City of Laredo Landfill within 90 days of commencing of contract. The landfill tipping fee will be paid by the City of Laredo.

17.2.1 The contractor shall log in and out at the scale house as part of the landfill record-keeping requirements.

17.2.2 The contractor shall also complete a Municipal Sludge Manifest for each load and a paint filter test shall be completed daily. The paint filter test results shall be submitted to the Jefferson Water Treatment Plant personnel on a daily basis.

17.3 Applicable Specifications

The contractor shall at all times observe and comply with all Federal and State Laws which, in any manner, affect the operation and provision of this service. The contractor shall have all necessary permits including hauling permit from the City, licenses and fees, and give all notices necessary and incidental to the operation of this service. All fees imposed on the contractor or imposed by a Federal, State, or local governmental agency shall be paid when due.

17.4 Questions regarding the City of Laredo's request for bids shall be submitted before February 18, 2010 in writing to:

Enrique Aldape III, Administrative Assistant II
City of Laredo Purchasing Division
5512 Thomas Ave
Laredo, TX 78041
Email: ealdape@ci.laredo.tx.us
Fax: 956-790-1805

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17.5 Department point of contact is as follows: Utilities-Tony Moreno (956) 795-2620

18.0 General Requirements

- 18.1 Successful bidder will be required to comply with City Of Laredo Waste transporter Rules and Regulations set forth by the Utilities Department Water Pollution Control.
- 18.2 Successful bidder shall be required to provide the necessary manpower to drive, park, and load the end dump trucks as required by Jefferson Water Treatment Plant personnel.
- 18.3 Loading of sludge into dump trucks will be provided by the successful bidder. Bidder will be required to plan and coordinate the loading tasks with Jefferson Water Plant personnel.
- 18.4 Materials needed to load (plastic liner), transport, and dispose of the sludge hauled, is the sole responsibility of the bidder.
- 18.5 Loading of trucks will take place between 7:00 AM and 5:00 PM. Monday-Friday. When required, special sludge loading tasks modification will be required in order to satisfy unscheduled accumulated sludge hauling.
- 18.6 Successful bidder will be required to use a city approved sludge transporter manifest form for every load. Copy of manifest forms shall be submitted to the Jefferson Water Treatment Plant Office on a daily basis.
- 18.7 All transported loads will have to comply with Texas Department of Transportation rules and regulations in relation to weight limits.
- 18.8 Successful bidder must follow safety rules and policies when accessing and on the plant's facility grounds.
- 18.9 Quantities listed are approximate quantities and the City of Laredo may increase or decrease the number of loads as it deems necessary. The City of Laredo reserves the right to increase the quantities by an additional 3,000 cubic yards upon mutual agreement between the City of Laredo and the successful bidder.

19.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which are attached and made part of these specifications. This contract will be **awarded to the lowest responsible bidder** or the bidder who provides the best value for the city, and whose bid price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code.

ANNUAL SUPPLY 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.

20.0 Term

The term of this contract shall be for a one (1) year period with an option to extend the contract for three additional one year periods upon mutual consent by the City of Laredo and the contract vendor. The City of Laredo reserves the right to cancel contract with a thirty (30) day written notice for non-compliance of contract obligations.

21.0 Unit Price

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.

22.0 Fuel Surcharge Adjustment

Subject to the availability and receipt of funds by the City of Laredo, the City of Laredo may offer the contractor a temporary monthly fuel surcharge adjustment to offset temporary inflationary increases in the cost of fuel. If the price of fuel increases by 7% or more from a benchmark price of \$2.45/gallon during the course of the contract period, the City of Laredo will examine and reserve the right to agree to a fuel surcharge. Any temporary monthly fuel surcharge adjustment the City of Laredo may offer in its sole discretion shall be reviewed monthly by the City of Laredo and offered only when the conditions listed in this paragraph have been met and the average cost of diesel exceeds the \$2.45 cost per gallon ceiling price determined by the City of Laredo.

23.0 Invoicing

Fuel surcharges and landfill tipping fees shall be entered as separate line items on the invoice.

24.0 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.

- 24.1 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.
- 24.2 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.
- 24.3 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.
- 24.4 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.

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- 24.5 The Contractor shall not commence work until he/she has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the contractor allow any Subcontractor to commence work on his/her Sub-contract until the Insurance required of the Subcontractor has been so obtained and approved.
- 24.6 Subcontractor's Public Liability and property Damage Insurance: The Contractor shall either (1) require each of his/her Subcontractor to procure and shall maintain during the life of his/her Subcontractor, Subcontractor's Public Liability and property Damage Insurance and Vehicle Liability Insurance.

25.0 Bid Price Schedule

Description	Estimated Quantity	Unit Cost/Cubic Yard	Total Cost
Dry Plant Sludge	10,000 cubic yards	\$	\$

Note: Unit Cost/Load includes all cost in regards to the loading and transporting of sludge.

- 25.1 List of references including the name, address, and phone number of the person closely associated with the firm's prior project performance.

- 25.2 List of equipment which will be used to comply with this contract obligation.

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26.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on March 1, 2010; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on March 2, 2010.**

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

**Bid: Dry Sludge Removal-Jefferson Water Treatment Plant
FY10-036**

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

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

Required Submittals:

- 1. Bidder information sheet (Page 3)**
- 2. Conflict of Interest Disclosure**
- 3. Bid Sheet (Page 12)**

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.

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.

Signature of person doing business with the governmental entity

Date