

**CITY OF MISSION
SOLICITATION, OFFER AND AWARD FORM**

**SOLICITATION INFORMATION
REQUEST FOR BIDS (RFB)**

1. BID NO.: 17-014-11-14
2. ISSUE DATE: October 31, 2016
3. FOR INFORMATION CONTACT: (No collect calls)
NAME: Crissy Cantu, Buyer
TELEPHONE: (956) 580-8667 **FAX:** (956) 580-8798
E-MAIL: ccantu@missiontexas.us

4. BRIEF DESCRIPTION:
**North and South Water Plants Laboratory Analysis
for Cryptosporidium & E-Coli**

5. PRE-BID/PROPOSAL CONFERENCE:
***** There WILL NOT be a conference. *****
LOCATION:
DATE:
TIME:

6. ADVERTISING DATES:
 1st Week of Advertisement Date: __10__/_31__/_16__
 2nd Week of Advertisement Date: __11__/_7__/_16__

6. SUBMIT OFFER TO:
Mailing/Hand/Commercial Courier Delivery
**City of Mission
 Purchasing Department
 1201 E. 8th Street R101
 Mission, TX 78572
 Bid # 17-014-11-14**

7. OFFER SUBMISSION DUE DATE AND TIME:
DATE: November 14 , 2016
TIME: 2:00 PM CST

7. No Facsimiles or late arrivals will be accepted. Any bids received after offer submission due date and time will not be opened and will be returned. City of Mission Purchasing Department time stamp clock will be the governing time for acceptability of bids. Overnight mail must also be properly labeled on the outside of the express envelope or package in reference to RFB.

8. SUBMIT WITH OFFER: Original offer and 2 photocopies including documents and attachments so indicated on Page 2 of this form.

9. Offers submitted in response to an RFB will be opened publicly by The City of Mission Purchasing Department, immediately after the submission due date and time. Offers submitted in response to an RFP will NOT be publicly opened.

10. FIRM OFFER PERIOD: Offers submitted shall remain firm for a period of 60 calendar days from the final due date for bids.

11. NOTE: For Invitation for Bids, "offer" and "offeror" mean "bid" and "bidder".

**OFFER
(To be completed by Offeror)**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within the period specified in Block 10, above, to furnish any or all items, or provide the service(s), upon which prices are offered in the Schedule at the price set opposite each item or service, and to deliver the item(s) and or perform the service(s) at the designated location(s) within the time specified.

13. BIDDERS NAME, ADDRESS: (Type or Print)

TELEPHONE: **E-MAIL:**
CELL PHONE: **FAX:**

14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN THE OFFER: (Type or Print)

15. BIDDERS SIGNATURE & DATE:

**AWARD
(To be completed by City of Mission)**

16. TOTAL AMOUNT OF AWARD:

17. PURCHASING AGENT SIGNATURE & DATE OF AWARD:

Name: _____ Signature: _____ Date: ___/___/___

SOLICITATION INDEX

20. CONTENTS: (DOCUMENTS WITH A YES ARE TO BE SUBMITTED WITH OFFER)

	NAME	FORM DESCRIPTION	SUBMIT WITH OFFER?
●	Cover Sheet	Solicitation, Offer and Award Form (Complete in its entirety to include Sign and Date)	YES
●	Instructions to Bidders	General Terms & Conditions	YES
		Insurance Certificate	NO
●	Non-Collusive Bidding Certificate	Vendor Acknowledgement Form	YES
●	Pricing Schedule	Signed and Completed	YES
●	Addenda Checklist	Confirmation Receipt of Addendum(s)	YES
●	Bidder's General Questionnaire	General Questions (Supporting Documentations)	YES
●	Specifications/Scope of Service	Description of North and South Water Laboratory Analysis for Cryptosporidium & E-Coli	NO

21. ACKNOWLEDGMENT OF ADDENDUMS:		ADDENDUMS #	DATE	ADDENDUMS #	DATE
Offeror acknowledges receipt of the following addendum(s) to the solicitation:					
(Identify addendum number and date of each.)					

*****Firm name and authorized signature must appear on each page that calls For this information. Failure to do so may disqualify your Bid *****

CITY OF MISSION
INSTRUCTIONS TO BIDDER – GENERAL TERMS AND CONDITIONS
BID NAME/NO.: NORTH AND SOUTH WATER PLANTS LABORATORY ANALYSIS FOR
CRYPTOSPORIDIUM & E-COLI /RFB: 17-014-11-14

Please read your specifications thoroughly and be sure that the offered complies with all requirements. The successful bidder, will be required that “North and South Water Plants Laboratory Analysis for Cryptosporidium & E-Coli” be provided as specified.

- (1) Sealed bids will be received for “North and South Water Plants Laboratory Analysis for Cryptosporidium & E-Coli” in accordance with the specifications attached hereto.
- (2) The Water Laboratory Analysis under this Request for Bids shall be in accordance to the specifications. All specifications shown are minimum requirements. There is no intention to disqualify any bidder who exceeds these specifications.
- (3) One (1) original and two (2) copies of RFB must be enclosed in a sealed envelope with vendor’s name and return address clearly typed/printed on upper left hand corner and proper notation clearly type/printed on the lower left hand corner **“Request for Bids” – “North and South Water Plants Laboratory Analysis for Cryptosporidium & E-Coli” – Bid #17-014-11-14** and delivered to City of Mission Purchasing Department, 1201 East 8th Street, Mission, Texas 78572 on or before 2:00 p.m., **Monday, November 14, 2016**. No Facsimiles or late arrivals will be accepted. Any RFB received after that time will not be opened and will be returned. Overnight mail must also be properly labeled on the outside of the express envelope or package in reference to RFB.
- (4) Bids must give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT**. Firm name and authorized signature must appear on each page that calls for this information.
- (5) Bids cannot be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Mission.
- (6) **STATE SALES TAX MUST NOT BE INCLUDED IN BID.**
- (7) No substitutions or cancellations permitted without written approval of the City of Mission.
- (8) Any parts not specifically mentioned which are necessary for the work to be complete and for use or which are normally furnished as standard equipment shall be furnished by the successful bidder and shall confirm in strength, quality, and workmanship to the accepted standard of the industry.
- (9) When delay can be foreseen, bidder shall give prior notice to the City of Mission. Bidder must keep City of Mission advised at all times of status of order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City of Mission to purchase such delivery of “North and South Water Plants Laboratory Analysis for Cryptosporidium & E-Coli” off contract. Change increase in cost and handling to defaulting for “North and South Water Plants Laboratory Analysis for Cryptosporidium & E-Coli” will be the sole responsibility of the contractor.
 - (A) Acceptable reasons for delayed delivery(ies) are as follows; Act of God (floods, tornadoes, hurricanes, etc.), acts of government, fire strikes, war.
- (10) Quote F.O.B Mission, Texas and show exact cost to deliver. Bid amount should include all laboratory apparatus, sampling containers, and equipment necessary for the collection of each sample.

(11) Evaluation and Basis for Award

One Contract Award is anticipated under this solicitation. Multiple contract awards shall not be made.

(12) The Bidder agrees to indemnify and save harmless the City, the Purchasing Director and any assistants from all suits and actions of every nature and descriptive brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Director as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

(13) Bidder shall carefully examine the bid forms, specifications, and instructions to Bidder. Should the Bidder find discrepancies in, or omissions from Bid forms, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Mission City Hall, (956) 580-8667) and obtain clarification by addendum prior to submitting any Bid.

1. BILLING AND PAYMENT INSTRUCTIONS

Invoices must include:

- a. Name and address of successful vendor
 - b. Name and address of receiving department or official
 - c. Purchase Order Number (if any)
 - d. Notation - **“North and South Water Plants Laboratory Analysis for Cryptosporidium & E-Coli”**
 - e. Descriptive information as to the items or services delivered, including product code, item number, quantity etc.
2. The City of Mission will execute payment by mail within fifteen (15) working days after **“North and South Water Plants Laboratory Analysis for Cryptosporidium & E-Coli”** have (has) been received/completed and found to meet the City of Mission specifications. No other method of payment will be considered.

(14) Funds for this procurement have been provided through the City budget for this fiscal year only. Funds are not presently available for performance under this contract beyond the current fiscal year. City, on an annual basis, has the right to reconsider a contract during the budget process for the ensuing years if financial resources of City are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the City which is payable out of funds beyond the current fiscal year.

(15) The City of Mission reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of Mission.

(16) Number of days and/or weeks stated on bid form for complete delivery of service will be a factor in the evaluation and award to bid.

(17) Contract will be for a period of two (2) years, commencing November 2016 and ending November 2018. It is at the sole option of the City of Mission to exercise one, two year extension. The total duration of this contract, including the exercise of any renewals under this clause, shall not exceed (4) years.

(18) The City of Mission may hold bids 60 days after bid opening without taking action. Respondents/Bidders are required to hold their bids firm for the same period of time.

(19) The City of Mission reserves the right to reject any or all bids, to waive any or all formalities or technicalities and to make such awards of Bidder as may be deemed to be the best and most advantageous to the City of Mission.

(20) LIQUIDATED DAMAGES FOR DELAY: And the CONTRACTOR agrees that time is the essence of this contract, and that for each day of delay beyond the number of working days herein agreed upon for the

completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time herein) above the OWNER may withhold permanently for the CONTRACTOR'S total compensation, the sum of _____ one hundred dollars per day _____ Dollars (\$100.00/day) _____ as stipulated damages for such delay.

(21) Insurance Requirements for Supply/Services and/or Construction

(a) Required Coverage. The Contractor shall, at all times during the term of this contract and extended terms thereof, provide and maintain the following types of insurance protecting the interests of the City of Mission and the Contractor with limits of liability not less than those specified below.

Commercial General Liability insurance or its equivalent, **listing City of Mission as an additional insured**, providing limits of not less than \$500,000 for bodily injury and property damage per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims arising out of the services, construction, etc. provided with a general aggregate of \$1,000,000, and a products and completed operations aggregate of \$1,000,000. Coverage should include: Damaged to rented premises at a minimum of \$100,000 per occurrence. There shall not be any policy exclusions or limitations for the following as well:

- Contractual Liability covering Contractor's obligations herein
- Personal Injury Advertising Liability
- Medical Payments
- Fire Damage Legal Liability
- Broad Form Property Damage
- Liability for Independent Contractors

(b) Automobile liability insurance policy with combined single limit of at least Five Hundred Thousand Dollars (\$500,000.00) per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act.

(c) Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

(d) A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of City consistent with potential exposure of City under the Texas Tort Claims Act;

(e) Workers' Compensation and Employers' Liability- insurance is equivalent to State of Texas Workers' Compensation Statutory Limits, providing limits of not less than \$1,000,000 for each accident, each disease per employee \$1,000,000, and policy limit of no less than \$1,000,000. There shall not be any policy exclusions or limitations.

(f) Certificates of Insurance. Before commencing execution of this contract, and within 7 calendar days from date of award of contract, the Contractor shall furnish Original proof of insurance via Certificates of Insurance satisfactory to the City of Mission at the following addresses,

City of Mission
Crissy Cantu, Buyer
1201 E. 8th Street
Mission, TX 78572
Bid # 17-014-11-14

evidencing that insurance as required by paragraph (a) above is in force, stating policy number dates of expiration and limits of liability thereunder. All copies of policies and Certificates of Insurance submitted to the City shall be in a form and content acceptable to the City.

(g) Approval of Forms and Companies. All coverage described in this contract shall be in a form and content satisfactory to the Purchasing Agent. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance should be provided by insurance companies with a Best's rating of A- or better. Please include proof of such rating with your coverage documents.

(h) Additional Insured Endorsement. The policy or policies providing Commercial General Liability, and as otherwise required above, shall be endorsed to name City of Mission, their directors, officers, representatives, agents, and employees as Additional Insurers with respects to operations performed by or on behalf of the Contractor in the performance of this contract via ISO endorsements CG 2037 or its equivalent. The policy shall also be endorsed to name other interests as directed by City of Mission.

(i) Notice of Cancellation or Material Changes. Policies and/or Certificates shall **specifically** provide that a thirty (30) day notice of cancellation, non-renewal, or material change be sent to the City.

(j) Multiple Policies. The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess, or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less than the amount shown above.

(k) Deductibles. Companies issuing the insurance policies and the Contractor shall have no recourse against the City for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor.

(l) Subcontractors. If any part of the work is sublet, the Contractor shall require any and all subcontractors performing work under this contract to meet all minimum requirements as per EPA method 1623 or equivalent. .

(m) No Release. The carrying of the above-described coverage shall in no way be interpreted as relieving the Contractor of any other responsibility or liability under this agreement, or any applicable law, statute, regulation, or order.

(22) Bidders are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Mission not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

Please complete the attached Conflict of Interest Questionnaire.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

(23) Disclosure of Interested Parties

Contractor is to comply with Government Code Section 2252.908 enacted by H.B. 1295, which prohibits a government entity or state agency from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties. For more information, go to the Texas Ethics Commission web page at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

(24) Termination of Contract: The City of Mission reserves the right to terminate the contract if, in the opinion of the City of Mission, the successful vendor's and/or contractors performance is not acceptable, if the City is being repeatedly overcharged, improperly charged, no funds available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a **30-day notice**.

CITY OF MISSION
PRICING SCHEDULE

BID NAME/NO.: North and South Water Plants Laboratory Analysis for Cryptosporidium & E-Coli/17-014-11-14

Line Item	Quantity	Mission North Water Plant BASE TERM (2 YEARS)	Lab Method	Unit Price	Total Extension
1.	24	Cryptosporidium		\$ _____	\$ _____
2.	2	Cryptosporidium Matrix Spike		\$ _____	\$ _____
3	24	Coliform (Source) E. Coli		\$ _____	\$ _____
		Total Shipping Costs			\$ _____
Line Item	Quantity	Mission South Water Plant BASE TERM (2 YEARS)	Lab Method	Unit Price	Total Extension
1.	24	Cryptosporidium		\$ _____	\$ _____
2.	2	Cryptosporidium Matrix Spike		\$ _____	\$ _____
3	24	Coliform (Source) E. Coli		\$ _____	\$ _____
		Total Shipping Costs			\$ _____

Renewal Terms: The City of Mission shall reserve the option to renew this order for an additional one (1) consecutive, two (2) year period at the end of the service period. A bidder may offer a fixed maximum percentage of escalation for the additional two years. The term of this contract shall be two (2) years from contract award date. The amount of escalation will be taken into consideration in evaluation of the bid. State maximum percentage of escalation as follows:

* _____% 2-year renewal term:

***IF NO PERCENTAGE OF ESCALATION IS INCLUDED A ZERO PERCENTAGE WILL BE ASSUMED.**

For any questions regarding the “North and South Water Plant Facilities Laboratory Analysis,” you may call, fax, or email to the following:

Telephone: (956) 580-8667

Fax: (956) 580-8798

Email: ccantu@missiontexas.us or ebelmarez@missiontexas.us

Owner or President Name: _____
Company Name: _____
Company Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Fax Number: _____
Email: _____
Tax ID Number: _____

**Company Representative’s Signature

Date

Company Representative’s Name (Please Print)

Company Representative’s Title

**Signature on this form indicates agreement with “Pricing, Instructions to Bidder-General Terms and Conditions, and Specifications”

CITY OF MISSION
SPECIFICATIONS

BID NAME/NO.: North and South Water Plants Laboratory Analysis for Cryptosporidium & E-Coli /RFB: 17-014-11-14

- I. **Scope of Work:** The City of Mission is accepting bids for Water Laboratory Analysis of Cryptosporidium and E. Coli to comply with Environmental Protection Agency (EPA) Long Term 2 Enhanced Surface Water Treatment rule at the City’s South and North Surface Water Treatment Facilities. The laboratory must provide monthly analysis required for each water treatment plant and be listed as an EPA approved laboratory for Cryptosporidium.
- II. **General Information:** The City of Mission water system is subject to EPA Long Term 2 Enhanced Surface Water Treatment Rule and is beginning monitoring and sampling for Cryptosporidium and E. Coli from November 2016 through October 2018 according to the attached schedule.
- III. **Specifications:** Please read your specifications thoroughly and be sure that the North and South Water Plant Facilities Analysis offered complies with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to any changes made on your bid responses.
- IV. **Table**

Item Description
Scope of Work as Follows: <ul style="list-style-type: none">a. The successful bidder must demonstrate that the laboratory is EPA listed and approved to perform Cryptosporidium EPA Methods 1623 or equivalent and accredited to analyze E.-Coli by the TCEQ, National Environmental Laboratory Accreditation Program (NELAP)b. Bidder and/or sub firms must provide copy of EPA and NELAP laboratory certifications with bid.c. Awarded vendor must begin Cryptosporidium and E.-Coli testing November 2016 and continue for 24 months until October 2018.d. The Bid amount should include all laboratory apparatus, sampling containers and equipment necessary for the collection of each sample.e. The bid must include cost for the analysis of Cryptosporidium for a total of 26 samples (24 regular samples and 2 matrix spikes for EACH water plant site. Bid price must be for a total of 52 water samples for this item.f. The bid must include testing for E.-Coli for a total of 24 samples (24 regular E.-Coli samples for EACH plant site.) Bid price must be for a total of 48 water samples for this item.g. Bidder must include all related shipping costs: Provide return shipping containers, shipping labels, suitable ice pack material as needed to return each sample within EPA and NELAP approved method holding times.h. Bidder must include any additional charges that may be incurred.i. Awarded vendor agrees to review the attached monthly water sampling schedule from November 2016 through October 2018 and coordinate any changes in dates with the City of Mission Water Plant Supervisor.j. Awarded vendor must perform the required analysis within approved EPA methods and provide the laboratory results to City staff as soon as possible but no later than 10 days following the month in which sampling was performed.

CITY OF MISSION
SPECIFICATIONS

BID NAME/NO.: North and South Water Plants Laboratory Analysis for Cryptosporidium & E-Coli /RFB: 17-014-11-14

Sample Schedule will be as follows:

Sample #	Sample Date	
1	December 6, 2016	
2	January 9, 2017	
3	February 6, 2017	
4	March 6, 2017	
5	April 10, 2017	
6	May 8, 2017	
7	June 12, 2017	
8	July 10, 2017	
9	August 7, 2017	
10	September 12, 2017	
11	October 9, 2017	
12	November 6, 2017	
13	December 4, 2017	
14	January 8, 2018	
15	February 5, 2018	
16	March 5, 2018	
17	April 9, 2018	
18	May 7, 2018	
19	June 11, 2018	
20	July 9, 2018	
21	August 6, 2018	
22	September 11, 2018	
23	October 9, 2018	
24	November 6, 2018	

CITY OF MISSION
VENDOR ACKNOWLEDGMENT FORM - NON-COLLUSIVE BIDDING CERTIFICATION
BID NAME/NO.: North and South Water Plants Laboratory Analysis for Cryptosporidium & E-Coli / 17-014-11-14

I/We have read instructions to bidder and specifications. My/Our bid conforms to all bid specifications, conditions, and instructions as outlined by *CITY OF MISSION*.

Signing the Acknowledgment Form confirms that our company will enter into a binding contract with CITY OF MISSION for item(s) awarded to our company. I/We have read instructions to bidder and specifications.

The undersigned Bidder, by signing and executing this bid, certifies and represents to the CITY OF MISSION that Bidder has not been offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent of employee of the CITY OF MISSION concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or member of the CITY OF MISSION in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or member of CITY OF MISSION in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Date: _____
Company Name: _____
Signature: _____
Title: _____

Note: This form must be filled in and submitted with the sealed bid.

CITY OF MISSION
ADDENDA CHECKLIST

BID NAME/NO.: North and South Water Plants Laboratory Analysis for Cryptosporidium & E-Coli / 17-014-11-14

Bid of: _____
(Bidder Company Name)

To: City of Mission

Ref.: North and South Water Plants Laboratory Analysis for Cryptosporidium & E-Coli RFB No.: **RFB: 17-014-11-14**

Ladies and Gentlemen:

The undersigned Bidder hereby acknowledges receipt of the following Addenda to the captioned RFB (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Bidder: _____

By: _____

(Authorized Signature for Bidder)

Name: _____

Title: _____

Date: _____

GENERAL BUSINESS QUESTIONNAIRE
(SUPPLIES, SERVICES AND CONSTRUCTION)

This questionnaire, the requested list of references and the authorization to release financial information are used in part to assist in determining a potential contractor's responsibility. Offerors shall submit the General Business Questionnaire information within two (2) work days from the date of notification by the City, or with the offer, if so indicated in the Table of Contents page 2 of the Solicitation, Offer and Award Form. All information must be current and traceable. Each venturer of a joint venture must submit a separate signed form.

City of Mission reserves the right to make additional inquiries based on information submitted, or the lack thereof. Questions concerning this questionnaire or the authorization form should be directed to the contact person identified on the Solicitation, Offer and Award Form. In cases where a question does not apply or if unable to respond, offeror should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Offeror will explain the reason when responding N/A or N/R.

1. Name of Offeror ("Business"): _____

2. List name(s) and business address of officers and directors for corporations, partners for partnerships, and venturers for joint ventures (attach additional pages as necessary).

3. Number of years in business under present business name: _____

4. If applicable, list all other names under which the Business identified above operated in the last 5 years.

5. Annual Gross Revenue (Past year): (M represents millions, K represents thousands)
\$100K or less \$100K-\$500K \$500K-\$1M \$1M-\$5M \$5M-\$10M
\$10M-\$16M \$16M or Over

6. Will bidder/proposer provide a copy of its financial statements for the past two (2) years, if requested by City of Mission? Yes No

7. Number of current employees: _____

8. Has the Business, or any officer or partner thereof, failed to complete a contract? Yes No

9. Is any litigation pending against the Business? Yes No

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

11. Has the Business ever been declared "not responsible" for the purpose of any governmental agency contract award? Yes No
12. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes No
13. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes No
14. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? Yes No
15. Is the Business in arrears on any contract or debt? Yes No
16. Has the Business been a defaulter, as a principal, surety, or otherwise? Yes No
17. 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
18. Does offeror have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Bidder will provide a copy of the plan. Yes No
19. Does offeror have quality assurance program? If yes, offeror will describe its quality assurance program, its quality requirements, and how they are measured. Yes No
20. If a "yes" response is given under questions 9 through 19, please provide a detailed explanation including dates, reference to contract information, contacts, etc. (attach additional pages as necessary).

I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in this questionnaire is true and correct. I understand that any false statements or misrepresentations regarding the Business named above may result in: 1) termination of any or all contracts which City of Mission has or may have with the Business; 2) disqualification of the Business from consideration for contracts; 3) removal of the Business from City of Mission's vendors' list; or/and 4) legal action(s) applicable under federal, state, or local law.

Name: _____ Title: _____

Signature: _____ Date: _____

(Owner, CEO, President, Majority Stockholder or Designated Representative)

LIST OF REFERENCES FOR SIMILAR PROJECTS

Use additional pages as necessary.

1. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

2. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

3. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

4. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address: