

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

**SOLICITATION INFORMATION  
REQUEST FOR PROPOSALS (RFP)**

**1. PROPOSAL NO.:** 17-296-09-15  
**2. ISSUE DATE:** September 01, 2017  
**3. FOR INFORMATION CONTACT:** (No collect calls)  
**NAME:** Crissy Cantu, Purchasing Buyer  
**TELEPHONE:** (956) 580-8667 **FAX:** (956) 580-8798  
**E-MAIL:** [ccantu@missiontexas.us](mailto:ccantu@missiontexas.us)

**4. BRIEF DESCRIPTION:**  
  

**Bank Depository**

**5. PRE-PROPOSAL CONFERENCE:**  
*(Strongly Recommended)*  
  

\*\*\*\* There WILL NOT be a conference. \*\*\*\*

**6. ADVERTISING DATES:**  
 1<sup>st</sup> Week of Advertisement Date: \_\_09\_\_/\_01\_\_/\_17\_\_  
 2<sup>nd</sup> Week of Advertisement Date: \_\_09\_\_/\_08\_\_/\_17\_\_

**7. SUBMIT OFFER TO:**  
  
Mailing/Hand/Commercial Courier Delivery  
  
**City of Mission  
 Purchasing Department**  
 1201 E. 8<sup>th</sup> Street R101  
 Mission, TX 78572  
 Proposal # 17-296-09-15

**8. OFFER SUBMISSION DUE DATE AND TIME:**  
  
**DATE:** September 15, 2017  
**TIME:** 2:00 PM CST

**9. No Facsimiles or late arrivals will be accepted.** Any proposals 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 RFP.

**10. SUBMIT WITH OFFER:** Original offer and 5 photocopies including documents, attachments and a CD or USB as indicated on Page 2 of this form.

**11.** 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.

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

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

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

**14.** In compliance with the above, the undersigned agrees, if this offer is accepted within the period specified in Block 12, 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.

**15. PROPOSERS NAME, ADDRESS:** (Type or Print)  
  
  
  
  
  
**TELEPHONE:**                      **E-MAIL:**  
**CELL PHONE:**                      **FAX:**

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

**17. PROPOSERS SIGNATURE & DATE:**

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

**18. TOTAL AMOUNT OF AWARD:**

**19. PURCHASING DIRECTOR 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
		Delivery Terms	YES
		Insurance Certificate	NO
●	Specifications / Scope of Service	Description of Bank Depository	YES
●	Non-Collusive Bidding Certificate	Vendor Acknowledgement Form	YES
●	Pricing Schedule	Signed and Completed	YES
●	Addenda Checklist	Confirmation Receipt of Addendum(s)	YES
●	Proposers General Questionnaire	General Questions (Supporting Documentations)	YES
●	CIQ Questionnaire	Conflict of Interest Questionnaire	YES

<b>21. ACKNOWLEDGMENT OF ADDENDUMS:</b>	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 Proposal \*\*\***

**City of Mission**  
**Instructions to Proposer – General Terms & Conditions**  
**Proposal Name/No.: Bank Depository/ 17-296-09-15**

Please read your specifications thoroughly and be sure that the offered complies with all requirements. If you are the successful Proposer, it will be required that **“Bank Depository”** be provided as specified and/or agreed upon by the City. City of Mission is seeking competitive proposals from providers; hereinafter known as “Contractor” to provide Bank Depository.

- (1) Sealed Proposals will be received for **“Bank Depository”** in accordance with the scope or service attached hereto.
- (2) **One (1) original and five (5) copies** of RFP including documents, attachments and a CD or USB **must** be submitted in separate sealed packages **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 Proposals” – “Bank Depository- Proposal No. 17-296-09-15”** and delivered to City of Mission Purchasing Department, 1201 East 8<sup>th</sup> Street, Mission, Texas 78572 on or before 2:00 p.m., Friday, September 15, 2017.
  - a) **No Facsimiles or late arrivals will be accepted. Any proposals received after that time will not be opened and will be returned. Overnight mail must also be properly labeled on the outside of express envelope or package in reference to RFP.**

(3) **Pre-proposal Conference**

A Pre-proposal Conference shall be held at the date and time and place as indicated above. All prospective proposers are encouraged to attend.

(4) **Authorized Signature and Firm Period**

- a) Proposals must give full firm name and address of offeror, and be manually signed. Failure to do so will disqualify your Proposal. Person signing Proposal must show title or **CITY TO BIND HIS FIRM IN A CONTRACT.** *Firm name and authorized signature must appear on each page that calls for this information.*
- b) Proposals shall remain firm for a period of sixty (60) calendar days from the date of submission. If a Best and Final Offer has been requested of the Offeror/Proposer, the Proposal shall remain valid for a period of up to sixty (60) additional days from the date of submission of the Best and Final Offer.

(5) **Cost Incurred in Responding**

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposals which may be required by the City shall be the sole responsibility of and shall be borne by the participating Proposers.

(6) **Proprietary Information**

- a) If a Proposer does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon public request.
- b) Proposers are advised that the City, to the extent permitted by law, will protect the confidentiality of their Proposals. Proposer shall consider the implications of the Texas Public Information Act, particularly after the RFP process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the Proposer can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of Mission, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify

the Proposer, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code.

**(7) Interest of Public Officials**

The offeror represents and warrants that no employee, official, or member of the Council (Executive Committee) of the City is or will be pecuniarily interested in or benefited directly or indirectly as a result of this contract.

**(8) Covenant Against Gratuities**

The offeror represents as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of the City with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract.

**(9) Unauthorized Communication**

After release of this solicitation, Respondents' contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the Purchasing Director, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. **No officer, employee, agent or representative of the Respondent shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City's Contractors, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's Contractors regarding any matters pertaining to this solicitation, except as herein provided.** If a representative of any Respondent violates the foregoing prohibition by contacting any of the above listed parties with who contact is not authorized, such contact may result in the Respondent being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

**(10) Award of Contract**

- a) It is understood that the City reserves the right to accept or reject any and all Proposals and to re-solicit for Proposals, as it shall deem to be in the best interests of the City of Mission. Receipt and consideration of any Proposals shall under no circumstances obligate the City of Mission to accept any Proposals. If an award of contract is made, it shall be made to the responsible Proposer whose Proposal is determined to be the best evaluated offer taking into consideration the relative importance of the evaluation factors set forth in the RFP.
- b) One contract award is anticipated under this solicitation. Multiple contract awards shall not be made.
- c) **Term of Contract-** The contract term is for four years, the City reserves the exclusive right to terminate the contract.

**(11) Request for Clarification and/or Modifications**

- a) The Request for Proposal documents (which will ultimately form the Contract) can only be modified via an addendum. The deadline to submit requests for clarifications and/or questions is by the fifth (5) calendar day before the due date for proposals. Any explanation, clarification, or interpretation desired by a Proposer regarding any part of this RFP must be requested from Crissy Cantu, Purchasing Buyer via fax number (956)580-8798 or email [ccantu@missiontexas.us](mailto:ccantu@missiontexas.us). Any explanation desired by a proposer regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing from the City's authorized representative. Emails and Faxes must clearly identify the RFP Number and Title. City of Mission assumes no responsibility for delayed or lost responses. Proposers should contact the Director if they believe a response is missing or lost.

- b) If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections or changes to the RFP made in any other manner other than writing are not binding upon the City, and Proposers shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.
- c) Any interpretations, corrections or changes to this RFP will be made by addendum. Sole issuing authority of addenda shall be vested in the City of Mission Purchasing Department. Proposers shall acknowledge receipt of all addendums within the responses.
- d) Oral explanations or instructions given before the award of any contract, at any pre-Proposal conferences or otherwise, will not be binding on the City. Any information given to a Proposer concerning an interpretation of the solicitation will be furnished to all Proposer as an addendum to the solicitation, if such information is necessary to Proposer in submitting Proposals on the solicitation or if the lack of such information would be prejudicial to uninformed Proposer.

**(12) Acknowledgment of Addendums to Request for Proposals**

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Proposer shall acknowledge receipt of any addendums to this solicitation: (1) by signing and returning the addendums; or (2) by identifying the addendums number and date in the space provided for this purpose on the Proposal form; or (3) by letter. The City must receive the acknowledgment by the time and at the place specified for receipt of Proposals.

**(13) Preparation of Proposals**

- (a) Proposer are expected to examine the General Terms & Conditions, specifications, the statement of work, and all other provisions of, and attachments to, the solicitation, whether incorporated by reference or otherwise, prior to the submission of Proposals. Failure to do so will be at the Proposer's risk.
- (b) Each Proposer shall furnish the information required by the solicitation. Proposals shall be submitted on the Proposal form contained in the solicitation. Proposer shall sign and print or type their name on the Proposal form and each continuation sheet on which they make an entry. Erasures or other changes must be initialed by the person signing the Proposal. Proposals signed by an agent of the Proposer (other than an officer or a partner of the Proposer) are to be accompanied by evidence of the agent's City (unless such evidence has been previously furnished to the City).
- (c) All blanks on the Proposal form shall be filled in by typewriter or printed in ink with a firm fixed unit price for items Proposal. Unit prices shall include packing unless otherwise specified. In case of any discrepancy between a unit price and any extended or total price required by the Proposal form, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- (d) Proposals for property or services other than those specified in the Schedule will not be considered unless specifically authorized in the solicitation. Any condition, qualification, or limitation of the Proposal may be a basis for rejection of the Proposal as nonresponsive.
- (e) The Proposer must state a definite time for delivery of property or for performance of services unless otherwise specified in the solicitation. All measurements shall be in the system of weights and measures in common usage in the United States, and pricing shall be in U.S. dollars.

**(14) Completion of Responses**

- a) Information presented in the Proposals will be used to evaluate the qualifications of the Proposer(s) and to determine the Proposer(s) which will be selected to provide fleet services to the City.
- b) Responses shall be completed in accordance with the requirements of this RFP. Statements made by a Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding

- c) Proposals shall be limited to a maximum of thirty (30) 8-1/2" X 11" pages (one side only and including cover letter) using a font size no smaller than 11 point and one inch margins. Maximum number of pages excludes the required documents, as per solicitation index.

**(15) Withdrawal of Proposals**

A representative of the company may withdraw a Proposal at any time **prior to** the RFP submission deadline, upon presentation of acceptable identification as a representative of such company.

**(16) Evaluation and Selection of Proposals:**

**General:**

- a) **Separate Packages.** Proposers are required to respond to this RFP with two separate packages: a technical proposal and a price proposal. City of Mission's Evaluation Committee will evaluate the technical proposals and determine which are technically acceptable. These will be ranked within a technical competitive range.
- b) **Responsiveness.** In order for a Proposer to be eligible to be awarded the Contract, the Proposal must be responsive to the Request for Proposal, and City of Mission must be able to determine that the proposer is responsible to perform the Contract satisfactorily. Responsive Proposals are those complying in all material aspects of the solicitation. Proposals which do not comply with all the terms and conditions of this solicitation may be rejected as nonresponsive. A Proposer may, at any time after the submission of the Proposal, be requested to submit further written evidence verifying that the firm(s) meets the criteria necessary to be determined a responsible Proposer. Refusal to provide requested information may result in the Proposer being declared nonresponsive, and the Proposal may be rejected.
- c) **Organization of Technical Proposal Materials.** To enhance the comparability and facilitate evaluation, all proposals must be organized addressing each of the evaluation criteria as set forth in the following section entitled "Technical Evaluation Criteria." **The Evaluation Committee may reject proposals if found to be in an unorganized manner.** City of Mission shall appoint an Evaluation Committee to evaluate all proposals submitted for this project.

**(17) Ratings for Proposal Evaluation Criteria**

Each criterion will be rated using the **Adjectival Scoring Method** as follows:

**Definition of Adjective Rankings:**

**Acceptable:** Meets or exceeds specified performance or capability evaluation standards required under the technical provisions in a beneficial way to the City of Mission and has no weakness or weaknesses are correctable.

**Unacceptable:** Fails to meet an acceptable evaluation standard and the deficiency is uncorrectable. Firm lacks essential information to support a proposal. Proposal would have to undergo a major revision to become acceptable. Firm demonstrated lack of understanding of City of Mission's requirements or omissions of major areas.

**A rating of —Acceptable is required to be eligible for award consideration. Offeror is cautioned to be aware of this standard when preparing your Proposal.**

**(18) Definitions for Technical Evaluation**

**Clarifications:** Communications with an offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Unlike discussions, clarifications do not give the offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistake results in revisions.

- Discussions:** Oral or written communications including negotiations between the Authority and an offeror (other than clarifications) that; involves information essential for determining the acceptability of the proposal or to cure identified defects in the proposal.
- Deficiencies:** Defects in the proposal which preclude acceptance. Involves any part of the Offeror’s proposal which would not satisfy the City’s minimum requirements established in the solicitation. Included failures to meet specifications, submit information, or questionable technical or management approaches. Items disclosed during discussions, evaluated in two categories: material-basis for rejection because further discussions would be meaningless; curable –may be corrected by clarifications or discussions and brought into the competitive range.
- Weakness:** Includes ambiguities, lack of complete descriptions, errors in interpretation, omissions of essential information, inadequate information, all of which are considered curable in discussions. An excessive number of clarifications may in itself constitute a weakness.
- Strengths:** Elements of the proposal that meet or exceed the minimum requirements of the solicitation and provide an identified benefit to the City.

**(19) Evaluation of Proposals**

The City of Mission **representatives** will review and evaluate Proposals for Bank Depository using the **Adjectival Scoring Method**. The evaluation of Proposals shall be based on criteria described below. All Proposals will be evaluated as a whole, and the City of Mission may invite one or more of the Respondents to attend a formal interview, if necessary. The interview will allow the invited Respondents to further discuss their proposals with the City, and to respond to questions from the City. The Evaluation Committee will present the evaluation results to City Council for contract award.

**(20) Submittal Detail:**

1. Statement of Organization – Proposers are permitted to supply additional information that will assist the City in understanding the proposer’s organization.
2. Method of Approach – Proposer must provide a thorough description of the overall approach to providing Janitorial Services and describe why this is the best approach for the City.
3. Experience and Performance History – Proposer must disclose the amount of time that Proposer has been performing service under its current business name. Proposers shall provide a list of municipalities similar to the City for which the Proposer or any affiliate has provided similar services to those for which Proposer is submitting a proposal.
4. References – Proposers shall provide a minimum of three (3) references from officials at public agencies, cities, or towns served by the proposer with services substantially similar to those for which the Proposer is submitting a proposal. Letters of reference will be accepted.
5. Key Personnel – The successful proposer shall provide all personnel required to perform the scope of Services. Proposer shall ensure personnel bear some means of individual identification, such as uniform with name badges, name tags, or identification cards. Description of policies and procedures that are in place to ensure that personnel performing services are qualified and proficient.

**(21) Technical Evaluation Criteria**

Contract's proposal will present the technical elements of the proposal and must consist of the following sections:

**Qualifications of key personnel (5%)** - for the experience and continuity of bank and bank officials

**Experience (40%)** - for ability to provide services required

**Service approach (30%)** - for banking services costs and earning potential to the City

**Fee schedule/cost of service (25%)** – fees and creditworthiness of the bank

**(22) Interviews, Discussions, and Negotiations:**

- a) **Interviews:** Staff will determine whether acceptance of the most favorable initial proposal without discussion is appropriate, or whether interviews and/or discussions should be conducted with all Proposers.
- b) **Negotiations.** The committee or designated members of the committee will negotiate separately with each Proposer whose proposal falls within the overall competitive range. Each Proposer remaining within the overall competitive range at the close of negotiations may be allowed to submit a final supplement called a "best and final offer." The City reserves the right to negotiate all elements that comprise the successful Contractor's response to ensure that the best possible consideration be afforded to all concerned.

**(23) STATE SALES TAX MUST NOT BE INCLUDED IN PROPOSAL.** Contractors are not tax exempt.

**(24) Acceptable Standards**

- a) 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 Proposer and shall confirm in strength, quality, and workmanship to the accepted standard of the industry.
- b) Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or quality of material desired. If a Proposer quotes on an article other than the one specified, which he/she considers comparable, the name and grade of said article must be specified in the Proposal and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the article called for.

**(25) Indemnity:** The Proposer 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.

**(26) Independent Contractor:** It is expressly understood and agreed that Contractor shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Contractor shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. Contractor acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Contractor, its officers, agents, employees, servants, contractors and subcontractors. Contractor further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Contractor.

**(27) Discrepancies: Proposer shall carefully examine the Proposal forms, general terms and conditions, and specifications.** Should the Proposer find discrepancies in, or omissions from Proposal forms, general terms and conditions, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Buyer (Mission City Hall, [ccantu@missiontexas.us](mailto:ccantu@missiontexas.us) (956) 580-8667) and obtain clarification by addendum prior to submitting any Proposal.

**(28) 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 - **“Bank Depository”**
- e.** Descriptive information as to the items or services delivered, including product code, item number, quantity etc.
- f.** Refer to the **Scope of Service** for billing and payment instructions

**(29) Funding**

- a) Funds for this procurement have been provided through Local Funding for this fiscal year only. The award of a Proposal or contract hereunder will not be construed to create a debt for the City which is payable out of local funds beyond the current fiscal year.
- b) No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Mission Public Works Director or his/her designee and approved by City Council.

**(30)** The City of Mission reserves the right to waive or take exception to any part of the scope of service when in the best interest of the City of Mission.

**(31)** Proposer must comply with all applicable federal, state and local laws, rules, regulations and ordinances and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.

**(32)** Proposer 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

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.

**(33) Termination for Convenience:**

- a) City of Mission may terminate this contract, in whole or in part, at any time without cause and solely for the convenience of the City of Mission by giving 30 days written notice to the Contractor. The Contractor shall be paid fees and expenses for work performed up to the time of termination. The Contractor shall promptly submit its termination claim. If the Contractor has any property in its possession belonging to City of Mission, the Contractor will account for the same and dispose of it in the manner City of Mission directs.
- b) Non-appropriation of Funds: In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were

received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

**(34) Termination For Default:**

**Default:** In the event that the Contractor breaches the terms or violates the conditions of the Contract, and does not within ten (10) days of written notice from City of Mission cure such breach or violation. City of Mission may immediately terminate the Contract, and shall pay the Contractor only its allowable cost to date of termination.

**Notice:** Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default.

**City of Mission Options:** In case of default on the part of the Contractor, the Contract may be terminated and in such event:

- a. City of Mission may complete such contract without further liability to the Contractor for compensation for any labor, supplies or materials furnished by the Contractor under the contract, or
- b. City of Mission may direct the Contractor to remove any equipment delivered and/or installed by the Contractor and to refund to City of Mission any amounts paid by City of Mission to the Contractor, and City of Mission shall have no further liability to the Contractor.
- c. City of Mission may contract to acquire supplies or services similar to those terminated.

**(35) 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, Purchasing Buyer  
1201 E. 8<sup>th</sup> Street  
Mission, TX 78572  
Proposal # 17-296-09-15

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 Director. 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 carry General Liability and Products, and Construction Liability Insurance, with limits of liability that Contractor shall deem appropriate and adequate to protect the interests of the City. In the event a subcontractor is unable to furnish insurance in accordance to section (a) above, the Contractor shall endorse the subcontractor as an Additional Insured. Insurance certificates for subcontractors shall be furnished to the City of Mission upon request.

(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.

**(36) 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**SCOPE OF SERVICE  
NOTICE TO FINANCIAL INSTITUTIONS  
PROPOSAL FOR BANK DEPOSITORY CONTRACT  
RFP No. 17-296-09-15**

**I. INTRODUCTION**

- a) The CITY OF MISSION (the “City”) is requesting proposals for banking services contract to be to begin December 1, 2017 and through November 30, 2021. The contract term is for four years, the City reserves the exclusive right to terminate the contract.

Through this contract the City intends to minimize banking costs, improve operational efficiency, and maximize investment capabilities. This Request for Proposal (RFP) represents the cash management goals, specifies all banks’ required qualifications, the banking services required, the estimated activity volumes on all accounts, the method and terms of compensation, submission instructions and the contract award provisions.

**II. PROPOSAL INSTRUCTIONS AND QUALIFICATIONS:**

**A. MINIMUM QUALIFICATIONS**

1. To assure a close working relationship, to facilitate available services, and to support local business, the City may give priority to those banks within the City limits.
2. The bank must also maintain a full-service branch with drive up and night depository capabilities.
3. Bank must be a United States national banking corporation.
4. By submitting a proposal in response to this RFP, depositories will be deemed to agree to the mandatory contract and service provisions contained herein. The proposal submitted will be incorporated into and form the basis of the bank depository services contract.

**III. REQUIRED FINANCIAL INSTITUTION INFORMATION**

All Banks must provide as part of the proposal in hard copy or electronic format:

- Audited financial statements for the most recent fiscal year and include the management letter and responses to any findings.
- A copy of the current call report,
- A statement by the bank which addresses any recent or foreseen mergers or acquisition.
- A statement by the bank which addresses whether the bank has been cited for violation of any state or federal banking laws in the past two years.
- The names and qualifications (resumes) of the representatives who will be responsible for processing activity on the City’s accounts.
- List of references from at least three of the bank’s current, comparable governmental clients. Include a contact person, their title, and telephone number.

#### IV. REQUIRED BANKING SERVICES

See Attachment A for a list of the services to be provided to the City under the contract. Provide a specific price for each service as requested in Section II-B #9 above.

- A. **Account Structure** – the City’s current bank account structure
- One Consolidated Bank Account for all accounts payables
  - One Payroll Bank Account- more than 90% of the employees have direct deposit
  - One Health Insurance Account – issue checks related to health insurance administration
  - CDBG Account- issue checks for various housing projects
  - MEDC Account – issue checks for component unit
  - MEDC Non-profit Account – issue checks for nonprofit activities
  - Various debt service accounts
  - Various money market accounts
- B. **Wire Transfer Services** – See Attachment B for number of wire transfers incoming and outgoing per month for the City. A standard wire transfer agreement will be executed with the bank. The City requires adequate security provisions and procedures. If the wire transfers requests are available on line, full information should be submitted detailing the use. Include a copy of your standard transfer procedures and wire transfer agreement with your proposal. Only half of the City accounts require this service (8 accounts).
- C. **Standard Deposit Services** – Standard commercial deposit services are required for all accounts. The City sends several deposits by courier on a daily basis and also walks in smaller deposits when deemed necessary. Deposits are batched with tapes attached by cashier. The City currently does not encode checks. All deposits received by the bank’s established deadline must be processed same day.

Include deposit requirements and commercial deposit locations, including night deposit services and procedures.

- D. **On-line Banking Services** - The bank shall offer internet access for inquiry of all City account balances. On-line services should include:
1. The availability to make bank transfers between City accounts
  2. Downloading bank statements
  3. Printing daily balances
  4. Viewing daily balances for all accounts (individually or as a whole)
  5. Establish security access for various users
  6. Establish controls and limits for various users
  7. Making wire transfers
  8. ACH transfers
  9. Adding new accounts as needed
  10. Placing stop-payments
  11. Availability to view up to 12 months of statements
  12. Bank transfers should be credited or debited on the same business day of the transfer

13. Availability to view Agenda Records on-line.
14. Availability to view stored images (checks, deposits, credit/debit memos etc.)

E. **Standard Disbursing Services** – Only those accounts that will be designated as checking accounts will require that all checks be paid upon presentation. All City checks have a 90 day redeem period. The City does not place a stop-payment after the 90 days.

1. Provide Bank’s policy on Bank’s liability or City’s liability in reference to checks presented for cashing after the 90 day period.
2. Checks drawn on City accounts at your institution, presented by a City of Mission employee, will be cashed at **NO** charge to the employee.
3. If the bank offers **Positive Pay Service**, please provide technical (format) requirements to the City and procedures to implement this service. Also provide a copy of the Positive Pay Agreement. The City currently uses this service on one account.

F. **Direct Deposit** – The City requires that new employees sign up for payroll direct deposit. Approximately 90% of the employees currently have direct deposit. The City pays every other Friday. Provide the bank’s deadlines and ACH requirements in-order for employees to have their funds available to them by Friday morning 8:00 a.m. or earlier.

G. **Pay Cards** – For those employees who for whatever reason don’t have a bank account, the City would like to provide a bank pay card. Provide information if the bank has the ability to provide pay cards services. The City does not have this service.

H. **Reconciliation** – The following accounts may be reconciled by the bank. Include deadlines and requirements, include file format requirements.

General Claims Consolidated Bank Account  
Payroll Bank Account

I. **Investment of Idle Funds and Safekeeping of City Securities** – All certificates of deposit bought by the City will be bought on a competitive basis. The City has no obligation to invest its funds with or through the bank.

1. In order to maximize the earnings on City Funds, the City is requesting that the bank be responsible for automatically sweeping the balances in all the accounts daily to an investment option (money market funds, repo, etc.). Describe the sweep options and if a money market fund or a repurchase is used, provide the necessary agreements.
2. All Securities must be handled on a delivery versus payment (DVP) basis as they are cleared into and out of the accounts. All clearing and safekeeping will be in the bank or its correspondent. All correspondent and safekeeping agreements must be stipulated in the proposal.

3. Securities purchased from the bank or the bank's brokerage subsidiary shall be safe-kept in the trust department of the depository or in an independent safe-keeping institution outside the holding company of the depository.

**J. Collateralization of Deposits** – All funds over the FDIC limits, or not swept, shall be collateralized and the following conditions met:

1. The Bank must agree to obtain acceptable collateral sufficient to cover all anticipated time and demand deposits, above the FDIC insured limit.
2. Securities used to pledge against time and demand deposits must be held in an independent third-party safekeeping institution outside the bank's holding company.
3. The bank will execute a tri-party safekeeping institution outside the bank's holding company.
4. The bank will execute a tri-party safekeeping agreement with the City and the Safekeeping bank for safekeeping of these securities.
5. Collateral will be maintained at a minimum of **102%** and marked to market at least once a month. Control will be shared jointly between the bank and the City.
6. Substitution will be approved by the City and not unduly withheld.
7. Substitution of collateral will be requested in writing and new collateral will be received before the existing collateral is released.
8. The proposal will name the safekeeping bank for collateral.
9. Collateral reports identifying all securities pledged towards City funds must be provided to the City on a monthly basis.
10. The City's highest balance for collateralization was approximate \$26 million this past year. Balances are higher during tax collection season.

**K. Reporting and Account Analysis** – Monthly account analysis reports must be provided by the bank on a timely basis for each account and on a total account basis. State the ability of the bank to provide reports on-line.

**L. Monthly Statements** - The monthly statements are to be made available on-line for downloading within 5 business days after the closing of the month.

**M. Insufficient Funds (NSF)/Returned Items** – All return checks are to be automatically re-deposited for payment.

**N. Account Executive** – An account executive and a backup must be assigned to the City's account to coordinate the account services and expedite the solution of any problem. Stipulate the name and a brief biography of the account executive and the backup to be assigned to the City's account.

**O. Deposit Services-** The City utilizes armored car services for the majority of deposits. The City also deposits at depository branch location and reserves the right to utilize night depository services. They City does not use lockbox services.

## V. OTHER SERVICES

The City may desire to participate in other services at a future date. These services (lockbox, merchant card, purchasing card) will be negotiated as part of a separate contract.

## VI. BANK COMPENSATION

The City will consider payment for services on both a **fee and compensating basis**. A decision will be made after analysis of the costs and earnings potential of proposals. The City must be able to switch between payment methodologies with thirty day written notice to the bank during the contract period.

Regardless of the methodology, a monthly account analysis will be required.

**If fees** are used, fees will be paid as a debit to the designated account or accounts after a five business day period for City review of the account analysis and subsequent approval each month. If used with a sweep to a money market fund, funds will be swept to zero.

**If a compensating balance** is used, the bank will calculate and monitor the target balance and assure that all other funds are fully invested with interest accruing to the City.

1. If a sweep to a SEC money market fund is used, daily funds will be swept to the target compensating balance.
2. If interest bearing accounts and no sweep is used, only the target compensating balance will be applied by the bank for earnings credit rate (ECR) calculation. All other funds will earn in the interest-bearing accounts at their rate.

The depository agreement shall be subject to the Charter of the CITY OF MISSION and its Investment Policy, as applicable, the statutes of the State of Texas, and of the United States of America, the rules, and regulations promulgated by the Comptroller of the Currency of the United States of America, the Board of Governors of the Federal Reserve System, and the Board of Directors of the Federal Reserve Insurance Corporation as now in existence or as may be amended.

The depository agreement shall be binding on the Depository Bank's heirs, assignees, transferors, and successors upon the Depository Bank's merger or acquisition.

This depository proposal will be incorporated into the depository contract by the reference hereto as if written verbatim and in case of conflict, the provisions of this depository proposal shall control.

## ATTACHMENT A - BANKING SERVICE CHARGES

Any and all anticipated service charges must be shown on this form to be applicable under agreement. Add additional lines as required.

Service Unit	Unit Charge	Cost of Service
Account Maintenance	Per Month	
Checks Paid or Debits	Per Transaction	
Deposit Credits	Per Transaction	
ACH Debits	Per Transaction	
ACH Credits	Per Transaction	
Deposits		
Branch Cash Deposit	Per Deposit	
Returned Deposit Items	Per Item	
Deposits	Per Item	
Change Order	Per Transaction	
Deposit Correction	Per Transaction	
NSF Item	Per Item	
Domestic Wires		
Incoming Wire Transfer	Per Transaction	
Outgoing Wire Transfer	Per Transaction	
ACH Return Reports	Per report	
ACH Maintenance	Per month	
ACH Debits	Per Item	
ACH Return Item - Debit	Per Item	
ACH Prenotes	Per Item	
ACH Input Fee	Per Input File	
ACH Credits	Per Item	
ACH Return item - Credit	Per Item	
Adenda Record	Per Item	
Automated Stop Payment	Per Item	
Reporting Maintenance	Per Month	
Wire Transfer Maintenance	Per Month	
Statements	Per Month	
Account to Account Transfer	Per Transfer	
Online Image Storing	Per Item	
Online Image Retrieval	Per Item	
Online Image Maintenance	Per Month	
Payroll PayCard Program		
PayCard Maintenance	Per Month	
PayCard Card Issue	Per Card	
Reconciliation	Per Month	
Security Token for Online Access	Per Token	
Canvas Bank Bags W/Key	Per Item	
Disposable Deposit Bags	Per Item	
Checks	Per Order	
Deposit Slips	Per Order	

**EXHIBIT B  
GENERAL INFORMATION**

<u>Service</u>	<u>Est. Volume Per Month</u>
1. Deposits	280-300
2. Checks Cleared	600
3. Incoming Wire Transfer (all domestic)	As Needed
4. Outgoing Wire Transfer (all domestic)	As needed
5. Return Items	30
6. Stop Payments	1
7. ACH for Utilities Incoming	3 files per month/950-1250 per file
8. ACH for Payroll Outgoing	2-3 files per month
9. Number of Current Checking Accounts	16 will open additional as needed
10. Number of Current Money Market Accounts	0
11. Cash Pool account	1
12. Number of Employees	667
13. Number of Teller Transactions	Will vary-major traffic on payday
14. Change Orders	35 average per month
15. City's Average Balance	See attached account analysis
16. Monthly Volume Of Cash Processing	\$2.5 million (includes loose coin, currency and checks).
17. Average Transit Items Deposited	7,300
18. Remote Deposits	N/A
19. Ach Debit Block	N/A
20. CD's	TBD
21. Office Banker	N/A

**\*Documents available upon request\***

- 1. Investment Policy**
- 2. July 2017 Bank Statement**
- 3. May Account Analysis**
- 4. June Account Analysis**
- 5. July Account Analysis**

**City Of Mission**  
**Vendor Acknowledgment Form - Non-Collusive Proposal Certification**  
**Proposal Name/No.: "Bank Depository"/ 17-296-09-15**

I/We have read instructions to Proposer and specifications. My/Our Proposal conforms to all Proposal 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 Proposer and specifications.

The undersigned Proposer, by signing and executing this Proposal, certifies and represents to the CITY OF MISSION that Proposer 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 Proposal; the Proposer also certifies and represents that Proposer 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 Proposal; the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the CITY OF MISSION concerning this Proposal on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other Proposer so as to give the undersigned a preferential advantage with respect to this Proposal; the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer 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 Proposal; the Proposer 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 Proposal, the submission of this Proposal, the award of this Proposal or the performance, delivery or sale pursuant to this Proposal.

Date: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

**Note: This form, along with the Execution of Offer, must be filled in and submitted with the sealed Proposal.**

**CITY OF MISSION  
ADDENDA CHECKLIST  
PROPOSAL NAME/NO: Bank Depository/ 17-296-09-15**

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

**To:** City of Mission

**Ref.: "Bank Depository":17-296-09-15**

Ladies and Gentlemen:

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

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

Respectfully submitted,

**Proposer:** \_\_\_\_\_

**By:** \_\_\_\_\_

(Authorized Signature for Proposer)

**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).

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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:

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

## 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 Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable 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 as 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