

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

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

1. PROPOSAL NO.: 19-153-03-08
2. ISSUE DATE: February 15, 2019
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:
**City of Mission Fixed Assets, Vehicles,
Equipment and General Inventory
Audit Services**

5. PRE-PROPOSAL CONFERENCE:
(Strongly Recommended)
****** There WILL be a conference. ******
LOCATION: City of Mission
 1201 E. 8th Street
 Mission, TX 78572
DATE: February 22, 2019
TIME: 10:00 AM CST

6. ADVERTISING DATES:
 1st Week of Advertisement Date: __02__ / __15__ / __19__
 2nd Week of Advertisement Date: __02__ / __22__ / __19__

7. SUBMIT OFFER TO:
Mailing/Hand/Commercial Courier Delivery

**City of Mission
Purchasing Department**
 1201 E. 8th Street R101
 Mission, TX 78572
 Proposal # 19-153-03-08

8. OFFER SUBMISSION DUE DATE AND TIME:
DATE: March 08, 2019
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 and attachments so 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. DIRECTOR OF PURCHASING 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 Proposers	General Terms & Conditions	YES
		Technical Proposal	YES
		Price Proposal	YES
		Insurance Certificate	NO
●	Scope of Service	Description of City of Mission Fixed Assets, Vehicles, Equipment and General Inventory Audit Services	YES
●	Non-Collusive Bidding Certificate	Vendor Acknowledgement Form	YES
●	Price Proposal	Signed and Completed (Proposers own Format)	YES
●	Addenda Checklist	Confirmation Receipt of Addendum(s)	YES
●	Proposer's General Questionnaire	General Questions (Supporting Documentations)	YES
●	CIQ Questionnaire	Conflict of Interest Questionnaire	YES

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 Proposal *****

City of Mission
Instructions to Proposer – General Terms & Conditions
Proposal Name/No.: City of Mission Fixed Assets, Vehicles, Equipment and General Inventory
Audit Services / 19-153-03-08

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 **“City of Mission Fixed Assets, Vehicles, Equipment and General Inventory Audit Services”** be provided as specified and/or agreed upon by the City. The City of Mission is currently in need of auditing fixed assets, vehicles, equipment and general inventory.

- (1) Sealed Proposals will be received for **“City of Mission Fixed Assets, Vehicles, Equipment and General Inventory Audit Services”** in accordance with the scope or service attached hereto.

- (2) **One (1) original and five (5) copies** of RFP **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” – “City of Mission Fixed Assets, Vehicles, Equipment and General Inventory Audit Services - Proposal No. 19-153-03-08”** and delivered to City of Mission Purchasing Department, 1201 East 8th Street, Mission, Texas 78572 on or before 2:00 p.m., Friday, March 8, 2019.
 - a) **No Facsimiles or late arrivals will be accepted. Any RFP 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.**

 - b) The technical proposal package shall be labeled **“Technical Proposal – City of Mission Fixed Assets, Vehicles, Equipment and General Inventory Audit Services ”** and the price proposal envelope shall be labeled **“Price Proposal – City of Mission Fixed Assets, Vehicles, Equipment and General Inventory Audit Services ”** and addressed to the purchasing department.

(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 benefit 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.

(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, Buyer via fax number (956)580-8791 or email 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 Pricing Schedule, General Terms & Conditions, all drawings, 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 the 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) **Evaluation.** City of Mission’s Evaluation Committee will evaluate proposals found to be responsive and responsible.
- b) **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.
- c) **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.
- d) **Organization of 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 section entitled "Evaluation Criteria." **The Evaluation Committee may reject proposals if found to be in an unorganized manner.** An Evaluation Committee will evaluate all proposals submitted for this project.

(17) Adjective Scoring Ratings

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

Definition of Adjective Rankings:

- Outstanding** Satisfies all of the agency’s requirements, with extensive detail indicating a feasible approach & a thorough understanding of the project. The proposal has numerous significant strengths that are not offset by weaknesses. Meets or exceeds specified performance or capability evaluation standards required under the technical provisions in a beneficial way to the City of Mission. **The proposal has an overall low degree of risk.**
- Good** Satisfies all of the City’s requirements, with adequate detail of a feasible approach & an understanding of the project. The proposal has some significant strengths or numerous

minor strengths that are not offset by weaknesses. **The proposal has an overall low to moderate degree of risk.**

Acceptable: Proposal satisfies all of the City’s requirements, with minimal detail indicating a feasible approach and a minimal understanding of the project. **The proposal has an overall moderate to high degree of risk.**

Marginal Proposal satisfies all of the City’s requirements, with minimal detail indicating a feasible approach and a minimal understanding of the project. **The proposal has an overall high degree of risk.**

Unacceptable: Proposal contains at least one major error, omission, or deficiency that indicates a lack of understanding of the project. The approach cannot be expected to meet requirements or involves a very high risk. None of these conditions can be corrected without a major rewrite or proposal revision. Fails to meet an acceptable evaluation standard and the deficiency is uncorrectable. Firm lacks essential information to support a proposal.

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 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 Respondent(s) to further discuss the proposals with the City, and to respond to questions from the City. It is the intent of the City of Mission via this Request for Proposals (RFP) to identify the most qualified firm to engage in open and honest dialogue with Top Proposer(s) giving proposer(s) the opportunity to adapt their initial offering and/or giving the City the opportunity to modify its initial requirements in order to reach a mutually beneficial partnership.

(20) Method of Selection

Proposals will be reviewed and evaluated by an evaluation team for the purpose of making a selection, request the submission of supplemental information, or require firms to make formal presentations before the selection committee for possible interviews. The purpose of the interviews will be to identify and recommend an individual or firm offering, in total, the best value and experience with this type of procurement. The evaluation team will forward evaluation results to City Council for consideration to engage firm(s) in negotiations. The proposals will be evaluated on various criteria including but not limited to the following:

(21) Technical Evaluation Criteria

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

a) Corporate Overview, Organization and Staffing

This section of the proposal will present an overview of the Proposer's organization and will include the company name; address; phone and fax numbers; firm history; appropriate company's state, and federal registration number; name title, address, and phone number of the firm's representative for the proposal.

b) Understanding, approach, and responsiveness

The main objective of this Request for Proposals is to make an accurate audit of city assets as per the scope of service. The Proposer should clearly outline its methodology and approach to achieve this goal as an integral part of this section.

This section will describe the services to be provided, who will provide the services, how the services will be provided, and the management systems used to support provision of services and accomplishment of performance objectives and standards. How will the firm ensure minimizing inaccuracy in the audit? What is the projected timeline to complete the audit?

c) Qualifications and Experience

In this section of the proposal, the offeror will describe its record of accomplishment in performing fixed asset audits comparable to those specified in this RFP, and any other information relevant to making a determination as to the ability of the offeror to deliver such a service.

This section will include a list of all work of this nature the offeror has performed within the past five (5) years. This list will include the name of each client, a client contact and telephone number, the size and composition of the client's assets, the scope of services provided, effective dates of the contract, and the contract cost.

d) Financial stability

This section shall describe the financial strength, resources, economic standing in industry and capability to perform and complete the service.

(22) Price Proposal

Part II of the Offeror's proposal will present the price elements of the proposal and must consist of the following sections:

Proposer is to submit their price proposal in their own format. Price proposal should include the lump sum costs to deliver a turnkey service.

Cost proposals should be well documented and explained for evaluating the rationale and reasonableness of proposed costs. The City reserves the right to reject poorly documented cost proposals and/or follow-up with proposers to obtain required documentation.

(23) Interviews, Discussions, and Negotiations:

a) Interviews:

The committee will determine whether acceptance of the most favorable initial proposal without discussion is appropriate, or whether interviews and/or discussions should be conducted with proposer(s) that is within the competitive range.

b) Negotiations:

The committee or designated members of the committee will negotiate separately with the Proposer(s) deemed to offer the best value to the City. Each proposer deemed favorable 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 proposer's response to ensure that the best possible consideration be afforded to all proposers.

c) Best and Final Offer:

The best and final offer will contain all information and documents necessary to state the Proposer's entire proposal without reference to the original proposal or to any supplements that may have been submitted during negotiations. All Proposers that submit best and final offers will be evaluated by the committee, or designated committee members, based upon those best and final offers.

(24) Amended Proposal: Proposals cannot be altered or amended after opening time. Alterations made before opening time must be initialed by Proposer guaranteeing authenticity. No Proposal may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Mission.

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

(26) 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.

(27) 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 *respondent 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.

(28) 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 Buyer (Mission City Hall,(956) 580-8667) and obtain clarification by addendum prior to submitting any Proposal.

(29) 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 - “Fixed Assets, Vehicles, Equipment and General Inventory Audit Services”

- 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

(30) 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 additions/changes to the contract will be made in writing by the City of Mission Finance Director.

(31) 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.

(32) 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.

(33) 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.

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.

(34) 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 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.

(35) 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.

(36) 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
Proposal # 19-153-03-08

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 that 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.

(37) 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

(38) Appeal Process

An appeal may be brought by the lowest bidder deemed to have been non-responsive and/or not responsible.

Appeals are limited to the following:

1. Matters of bias, discrimination, or conflict of interest
2. Computing errors and alleged improprieties or ambiguities in bid specifications; and
3. Non-compliance with procedures described in solicitation or City Policy.

The appeal must be in writing and shall be filed with the Purchasing Director at:

City of Mission
1201 E. 8th Street, Room R-101
Mission, Texas 78572

Appeals must include the following information:

- a. Name, address, email, telephone and fax number of appellant;
- b. Bid identification number;
- c. A detailed description of the legal and factual basis of the appeal (include any and all relevant documents, diagrams, photos, etc.);
- d. The desired outcome/solution;
- e. Signed and dated

All appeals must be filed within three (3) working days from the date of award by City Council. Untimely appeals will not be considered. Upon receipt of the appeal, the Purchasing Director will have three (3) working days to attempt to clarify or resolve any issues addressed in the request for appeal.

If the appeal is not resolved with the Purchasing Director, then it shall be considered at a public hearing at the next City Council meeting. All determinations made by the City Council are final.

CITY OF MISSION

Scope of Service

RFQ Name/No: City of Mission Fixed Assets, Vehicles, Equipment and General Inventory Audit Services / 19-153-03-08

I. Services Required

The City of Mission is seeking proposals from firms interested in providing the City of Mission Fixed Assets, Vehicles, Equipment and General Inventory Audit Services. Responders to perform a comprehensive physical inventory of all City-owned assets. The goal of this project is to establish a baseline of the City general fixed assets and reconcile with existing data in the Intellitrak Financial Fixed Asset program. The qualified firm selected is expected to have a sufficient level of resources and expertise to carry out the scope of service.

II. Administration

The City of Mission desires to hire a qualified consultant to conduct an audit and assist in taking an inventory of the City of Mission, Fixed Assets, Vehicles, Equipment and General Inventory. In particular, the proposed service includes the collection and review of available assets.

III. Scope of Work

The proposed firm will perform a comprehensive physical inventory of all City owned assets. The goal of this project is to establish a baseline of the City general fixed assets and reconcile with existing data in the Intellitrak Financial Fixed Asset program. The qualified firm selected is expected to have a sufficient level of resources and expertise to carry out the scope of service.

The consultant shall provide, at a minimum, weekly meetings with City personnel to review the progress of their review, discuss project challenges and findings, and review results.

The consultant shall conduct interviews with City personnel familiar with the City Assets to collect information on performance and any known deficiencies.

IV. Inventory

A. Inventory Process

1. The City will provide a copy of all assets currently on file to Responder for Inventory and reconciliation. The City is currently using Fixed Asset Management within the Intellitrak Financial System for its fixed asset accounting. Responder will provide the City with electronic excel files to be uploaded by City into the current inventory system.
2. Responder will perform all labor and resources to conduct a comprehensive inventory at City of Mission site locations. During the inventory process, all of the following information will be captured for each item.

Asset Identification information

- Asset Tag Number (Barcode)
- Asset Category
- Manufacturer
- Model
- Serial Number
- Description
- Quantity (if applicable)
- Inventory Date
- Site

- Building
 - Room
 - When applicable, employee and department the asset is issued to
3. Asset tagging, Responder will scan existing CCCD Assets Tags (“tags) which are affixed to current items.
 - a. If item does not contain a tag, or the current tag has been removed, damaged, or is otherwise unreadable, the Responder will affix a replacement label.
 - b. City of Mission will supply tags to Responder.
 - c. Responder and City of Mission will standardize tag placement locations on the items.
 4. Responder will remedy any discrepancy reported by City of Mission. For the purpose of this project, a discrepancy is defined as an item incorrectly entered into the asset management software by Responder’s staff or items that the City of Mission reasonably feels that Responder missed at site locations.

B. Asset Management

1. Reconciling Reports

The City of Mission requires each of the following reports in excel file format identical to the initial one provided:

- i. Matches Found: Assets have identical tag numbers and serial numbers.
- ii. Additions: Assets found, but asset does not exist in provided spreadsheet.
- iii. Deletions: Assets exists in Intellitrak, but does not physically exist after additional follow-up with site representative.

2. Responder to provide report to the City of Mission that details the process used in asset inventory, any unusual finding, and clarifications about the requested worksheets as described above as well as any other information the City of Mission may need to update its asset inventory.

C. Access to Facilities

After award, the City of Mission will provide the following:

1. Contact information: site representative, addresses and phone numbers
2. Site Maps
 - City of Mission will schedule and coordinate team visits for each Department. Inventory services will take place during normal business hours and after hours as scheduled.
 - Responder will provide a single project manager (Responder PM) who will be the Primary Responder contact for all services performed under this project as well as the single contact for scheduling of site inventory visits.
 - Responder will ensure city offices are left as they were after the inventory is conducted.
 - Contractor shall ensure that Employees performing services at City of Mission Properties have completed and passed a background check, and have proper badging at the proposers expense. Contractor must be able to provide proper documentation upon request.

D. Personnel

An identification badge must be worn at all times. The Responder employee must register with the site contact for each location prior to entering the site.

*******End of Scope of Service*******

City Of Mission
Vendor Acknowledgment Form - Non-Collusive Proposal Certification
Proposal Name/No.: "City of Mission Fixed Assets, Vehicles, Equipment and General Inventory
Audit Services"/ 19-153-03-08

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 of 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: City of Mission Fixed Assets, Vehicles, Equipment and General Inventory Audit
Services / 19-153-03-08**

Proposal of: _____
(Proposer Company Name)

To: City of Mission

Ref.: "City of Mission Fixed Assets, Vehicles, Equipment and General Inventory Audit Services": 19-153-03-08

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 with the bid/proposal, as 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 owners, officers and directors for corporations, partners for partnerships, and ventures for joint ventures sole proprietors (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:

AUTHORIZATION FOR RELEASE OF FINANCIAL INFORMATION

This authorization will be used to obtain information to assist City of Mission in determining a potential contractor's financial responsibility. Your signature authorizes the release of financial information to the City of Mission Purchasing Department for this purpose. All information must be current and traceable. Each venturer of a joint venture must submit a separate signed form.

This authorization form shall be submitted in accordance with the applicable provision(s) in General Terms and Conditions, or as otherwise requested. City of Mission reserves the right to make additional inquiries based on information submitted, or the lack thereof.

Name of Bank/Financial Institution

Account Number

Address

Account Type: e.g., Savings, Checking, Other (Identify)

City, State, Zip Code

Name of Bank Officer Familiar with the Account

Telephone

Fax

Email Address

Name of Business

Address

City

State

Zip Code

I, individually and on behalf of the Business named above, do by my signature below, certify that the information provided is true and correct, and authorize the release of financial information for verification of financial responsibility. 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)

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