

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
●	Non-Collusive Bidding Certificate	Vendor Acknowledgement Form (Signed & Executed)	YES
●	Pricing Schedule	Signed and Completed (Signed & Executed)	YES
●	Addenda Checklist	Confirmation Receipt of Addendum(s) (Signed & Executed)	YES
●	Bidder's General Questionnaire	General Questions (Supporting Documentations) (Signed & Executed)	YES
●	CIQ Questionnaire	Conflict of Interest Questionnaire This form will be requested before Award of Contract (Signed and Executed)	NO
●	Specifications/Scope of Work	Description of Civil Service Promotional Examinations	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 Bid *****

City of Mission
Instructions to Bidder – General Terms & Conditions
Bid Name/No.: Civil Service Promotional Examinations / RFB: 20-175-03-03

Please read your specifications thoroughly and be sure that the offered complies with all requirements. Any variation from the specifications will not be allowed. If you are the successful bidder, it will be required that **“Civil Service Promotional Examinations”** be provided as specified.

- (1) Sealed bids will be received for **“Civil Service Promotional Examinations”** in accordance with the specifications attached hereto.
- (2) The item(s) under this proposal shall be new and unused. All specifications shown are minimum requirements. There is no intention to disqualify any bidder who can meet these specifications.
- (3) **One (1) original and two (2) copies** of RFB **must** be enclosed in a **sealed envelope with vendor’s name and return address clearly typed/printed on upper left hand corner and proper notation clearly type/printed on the lower left hand corner “Request for Bids” – “Civil Service Promotional Examinations- Bid No. 20-175-03-03”** and delivered to City of Mission Purchasing Department, 1201 East 8th Street, Mission, Texas 78572 **on or before 2:00 p.m., Tuesday, March 03, 2020.** **No Facsimiles or late arrivals will be accepted. Any RFB received after that time will not be opened and will be returned. Overnight mail must also be properly labeled on the outside of express envelope or package in reference to RFB.**

(4) 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 peculiarly interested in or benefited directly or indirectly as a result of this contract.

(5) 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.

(6) Preparation of Bids

(a) Bidders 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 bids. Failure to do so will be at the bidder's risk.

(b) Each bidder shall furnish the information required by the solicitation. Bids shall be submitted on the bid form contained in the solicitation. Bidders shall sign and print or type their name on the bid form and each continuation sheet on which they make an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent of the bidder (other than an officer or a partner of the bidder) are to be accompanied by evidence of the agent's authority (unless such evidence has been previously furnished to the City).

(c) All blanks on the bid form shall be filled in by typewriter or printed in ink with a firm fixed unit price for items bid. 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 bid 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) Bids 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 bid may be a basis for rejection of the bid as nonresponsive.

(e) The bidder 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.

(7) Submission of Bids

(a) Bids and modifications thereof shall be enclosed in sealed envelopes or sealed cartons and submitted to the Buyer of the City of Mission at the address specified in the solicitation. The bidder shall show the hour and date specified in the solicitation for receipt of bids, the solicitation number, and the bidder's name, address, and telephone number on the face of the envelope or carton.

(b) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt of bids.

(c) Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, at no expense to the City. If not destroyed by testing, samples will be returned at the bidder's request and expense, unless otherwise specified in the solicitation.

(d) Each copy of the bid shall include the legal name of the bidder and a statement whether the bidder is a sole proprietorship, a corporation, or any other legal entity. A bid for a corporation shall further give the state of incorporation and have the corporate seal affixed to it.

(8) Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing from the City's authorized representative and with sufficient time allowed for a reply to reach bidders before the submission of bids. **Any communication held with city employees, council members, or representatives other than the purchasing staff may be subject to rejection of bid.** Oral explanations or instructions given before the award of any contract, at any pre-bid conferences or otherwise, will not be binding on the City. Any information given to a bidder concerning an interpretation of the solicitation will be furnished to all bidders as an addendum to the solicitation, if such information is necessary to bidders in submitting bids on the solicitation or if the lack of such information would be prejudicial to uninformed bidders.

(9) Acknowledgment of Addendums to Invitation for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders 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 bid form; or (3) by letter or telegram. The City must receive the acknowledgment by the time and at the place specified for receipt of bids.

(10) Bids must give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** *Firm name and authorized signature must appear on each page that calls for this information.*

(11) Bids **cannot** be altered or amended after opening time. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Mission.

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

(13) No substitutions or cancellations permitted without written approval of the City of Mission.

(14) Any additions, deletions, or variations from the following specifications will not be allowed. Any parts not specifically mentioned which are necessary for the work to be complete and for use or which are normally furnished as standard equipment shall be furnished by the successful bidder and shall confirm in strength, quality, and workmanship to the accepted standard of the industry.

(15) **Delivery:** City of Mission, Human Resources Department.

- The following is the location for delivery:
 - 1.) City of Mission
Human Resources Department
1201 E. 8th St.
Mission, Texas 78572

Delivery days after receipt of purchase order: *_____ days

Please identify hours of operation: _____

Please provide toll-free telephone number: _____

Please identify name of at least two (2) authorized persons to receive orders:

***Note: it is the City of Mission’s intent to issue a purchase order to awarded vendor. City of Mission staff will then call in partial orders until the quantity and/or dollar amount is exhausted. Delivery will not be a one-time order.**

(16) Evaluation and Basis for Award

(A) Item Pricing/Potential Multiple Awards

Offerors may provide pricing for any one or more line items on price schedule. Award of contract shall be made on an item-by-item basis. As such, multiple contract awards may be made.

- (a) If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.
- (b) In determining the best value for the municipality, the municipality may consider:
 - 1) the purchase price;
 - 2) the reputation of the bidder and of the bidder’s goods or services;
 - 3) the quality of the bidder’s goods or services;
 - 4) the extent to which the goods or services meet the municipality’s needs;
 - 5) the bidder’s past relationship with the municipality;
 - 6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - 7) the total long-term cost to the municipality to acquire the bidder’s goods or services; and
 - 8) any relevant criteria specifically listed in the request for bids or proposals.

(B) Unit and Extended Pricing

Offerors shall insert the unit price and extended amount for each line item offered on the price schedule. If a line item is offered at “No Cost,” enter “No Cost” in the unit price column. Additionally, offerors shall calculate and insert the total price in the space provided on the price schedule. In the event of discrepancies in extended price, unit prices will govern. Bids subject to unlimited price increase will not be considered.

(17) Award of Contract

- (A) The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the City, price and other factors considered. A responsible bidder is one who affirmatively demonstrates to the City that the bidder has adequate financial resources and the requisite capacity, capability, and facilities to perform the contract within the delivery period or period of performance, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws or

regulations applicable to the procurement.

- (B) The acceptability evaluation is not conducted for the purpose of determining whether one bidder's item is superior to another but only to determine that a bidder's offering is acceptable as set forth in the Request for Bids. Any bidder's offering which does not meet the acceptability requirements shall be rejected as non-responsive.
 - (C) A written award (or acceptance of bid) which is mailed, telegraphed, or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract without further action by either party.
 - (D) Any financial data submitted with any bid hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.
- (19) When delay can be foreseen, bidder shall give prior notice to the City of Mission. Bidder must keep City of Mission advised at all times of status of order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City of Mission to purchase such deliver/service **“Civil Service Promotional Examinations”** off contract. The contractor will be liable for any increase in cost incurred due to defaulting for **“Civil Service Promotional Examinations”**.
- a. Acceptable reasons for delayed delivery(ies) are as follows; Act of God (floods, tornadoes, hurricanes, etc.), acts of government, fire strikes, war. Actions beyond the control of the successful bidder.
- (20) Quote F.O.B. Mission, Texas. If not quoting, show guaranteed exact cost to deliver. Bid in units of quantity specified extend and show total.
- (21) The City may hold bids **60 days** after bid opening without taking action. Bidders are required to hold their bids firm for same period of time.
- (22) The City of Mission reserves the right to reject any or all bids, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Mission.
- (23) 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 bidder 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 bid 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.
- (24) The bidder agrees to indemnify and save harmless the City, the Purchasing Agent 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 Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.
- (25) **Bidder shall carefully examine the bid forms, general terms and conditions, and specifications.** Should the bidder find discrepancies in, or omissions from bid 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 Agent (Mission City Hall, (956) 580-8667) and obtain clarification by addendum prior to submitting any bid.
- (26) **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 - **“Civil Service Promotional Examinations”**

e. Descriptive information as to the items or services delivered, including product code, item number, quantity etc.

The City of Mission will execute payment by mail within thirty (30) working days after each percentage of work has been completed and found to meet specifications for **“Civil Service Promotional Examinations”** as indicated below. No other method of payment will be considered. Payment will be authorized in the following manner:

- (27) The geographical location(s) of bidder’s facilities referenced **“Civil Service Promotional Examinations”** given due consideration in determining the lowest responsible bidder. All items will be evaluated and awarded individually or in any combination thereof.
- (28) The City of Mission reserves the right to waive or take exception to any part of the specifications when in the best interest of the City of Mission.
- (29) Bidders 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.
- (30) **LIQUIDATED DAMAGES FOR DELAY:** And the CONTRACTOR agrees that time is the essence of this contract, and that for each day of delay beyond the number of working days herein agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time herein) above the OWNER may withhold permanently for the CONTRACTOR’S total compensation, the sum of two hundred fifty dollars per day Dollars \$250.00/day as stipulated damages for such delay.
- (31) Bidders are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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.

- (32) **Termination of Contract:** The City of Mission reserves the right to terminate the contract if, in the opinion of the City of Mission, the successful vendor’s and/or contractors’ performance is not acceptable, if the City is being repeatedly overcharged, improperly charged, no funds available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.
- (33) **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

(34) 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
Specifications**

Bid Name/No.: “Civil Service Promotional Examinations” / 20-175-03-03

- I. Scope of Work:** The City of Mission is accepting bids for Civil Service Promotional Examinations
- II. Scope of Service:** The following specifications describes Civil Service Promotional Examinations and requirements to comply with the service. Service will be coordinated with the Human Resources Department for proper scheduling.
- III. Specifications:**
- A. Resource List must be made available and exams based on sources we select – up to five (5) sources. Exams based on chapters/matter we select (if not entire source). City must be allowed to select a source not listed on the current resource list.
 - B. Test Format – 100 questions. Multiple Choice
 - C. Grading on-site. Answer scantron/template mailed with exams.
 - D. City will only be responsible for exams used and must be able to return unused exams at no charge.
 - E. Responding to Appeals – Appeals validated by testing agency.
 - F. Test Order timeline requirements – minimum of 60 days’ notice.
 - G. Receive/Security of Exams – must be sent via FedEx next day to be received no later than 2 days prior to exam date.
 - H. Price per Exam (minimum 2 – no maximum)
 - I. Must be able to accept Purchase Order as method of payment.
 - J. Include contact information.
 - K. Testing for Police will be corporal, sergeant, lieutenant
 - L. Testing for Fire will be engineer, lieutenant, captain, deputy chief

City Of Mission
Vendor Acknowledgment Form - Non-Collusive Bidding Certification
Bid Name/No.: "Civil Service Promotional Examinations"/ 20-175-03-03

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

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

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

Date: _____

Company Name: _____

Signature: _____

Title: _____

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

City Of Mission
Pricing Schedule

Bid Name/No.: "Civil Service Promotional Examinations"/ 20-175-03-03

For any questions directly regarding the **"Civil Service Promotional Examinations- Bid No. 20-175-03-03"**, please call or email:

Crissy Cantu, Buyer: ccantu@missiontexas.us
Telephone: (956) 580-8667

NUMBER	Estimated QTY	Item Description	Price per Each	Total Price
1	100	Civil Service Promotional Examinations	\$	

ALL PROJECTS WILL BE EVALUATED AND AWARDED INDIVIDUALLY OR IN ANY COMBINATION THEREOF.

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

***Company Authorized Representative's Signature**

Date

Company Representative's Name (Please Print)

Company Representative's Title

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

** _____ % 1st year renewal total option term

** _____ % 2nd year renewal total option term

**CITY OF MISSION
ADDENDA CHECKLIST
BID NAME/NO: Civil Service Promotional Examinations / 20-175-03-03**

Bid of: _____
(Bidder Company Name)

To: City of Mission

Ref.: "Civil Service Promotional Examinations":20-175-03-03

Ladies and Gentlemen:

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

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

Respectfully submitted,

Bidder: _____

By: _____

(Authorized Signature for Bidder)

Name: _____

Title: _____

Date: _____

GENERAL BUSINESS QUESTIONNAIRE
(SUPPLIES, SERVICES AND CONSTRUCTION)

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

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

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

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

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

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

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

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

7. Number of current employees: _____

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

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

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

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

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

Name: _____ Title: _____
 Signature: _____ Date: _____
 (Owner, CEO, President, Majority Stockholder or Designated Representative)

LIST OF REFERENCES FOR SIMILAR PROJECTS

Use additional pages as necessary.

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

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

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

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