

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

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

**1. PROPOSAL NO.:** 21-044-11-17  
**2. ISSUE DATE:** October 27, 2020  
**3. FOR INFORMATION CONTACT:** (No collect calls)  
**NAME:** Eduardo Belmarez, Deputy Assistant/Purchasing Director  
**TELEPHONE:** (956) 580-8667 **FAX:** (956) 580-8798  
**E-MAIL:** [ebelmarez@missiontexas.us](mailto:ebelmarez@missiontexas.us)

**4. BRIEF DESCRIPTION:**

**Pool for Pre-Qualified Contractors for  
Emergency Infrastructure Repairs**

**5. PRE-PROPOSAL CONFERENCE:**  
*(Strongly Recommended)*  
**\*\*\*\* There WILL be a conference via Zoom. \*\*\*\***  
**DATE:** November 03, 2020  
**TIME:** 10:00 AM CST  
 Zoom Bid Opening Meeting Info:  
 Meeting ID: 220 547 6707  
 Password: 9iY2Y2

**6. ADVERTISING DATES:**

1<sup>st</sup> Week of Advertisement Date: \_\_10\_\_ / \_\_27\_\_ / \_\_20\_\_  
 2<sup>nd</sup> Week of Advertisement Date: \_\_11\_\_ / \_\_03\_\_ / \_\_20\_\_

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

**City of Mission  
 Purchasing Department  
 1201 E. 8<sup>th</sup> Street R101  
 Mission, TX 78572  
 Proposal # 21-044-11-17**

**8. OFFER SUBMISSION DUE DATE AND TIME:**

**DATE:** November 17, 2020  
**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 <b>(Complete in its entirety to include Sign and Date)</b>	YES
●	Instructions to Bidders	General Terms & Conditions	YES
		Qualification Proposal	YES
		Price Proposal	NO
		Insurance Certificate <b>(This form will be requested after Award of Contract)</b>	NO
●	Scope of Service	Description of Pool for Pre-Qualified Contractors for Emergency Infrastructure Repairs	YES
●	Non-Collusive Bidding Certificate	Vendor Acknowledgement Form <b>(Signed and Executed)</b>	YES
●	Addenda Checklist	Confirmation Receipt of Addendum(s) <b>(Signed and Executed)</b>	YES
●	Bidder's General Questionnaire	General Questions (Supporting Documentations) <b>(Signed and Executed)</b>	YES
●	CIQ Questionnaire	Conflict of Interest Questionnaire <b>(This form will be requested before Award of Contract Signed and Executed)</b>	NO
●			

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

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

**City of Mission**  
**Instructions to Proposer – General Terms & Conditions**  
**RFP Name/No.: POOL FOR PRE-QUALIFIED CONTRACTORS FOR EMERGENCY**  
**INFRASTRUCTURE REPAIRS/ 21-044-11-17**

The City of Mission is soliciting proposals (“Proposals”) from contractors (“Respondents”) for selection of a **Pool for Pre-qualified Contractors for Emergency Infrastructure Repairs** in accordance with the terms, conditions, and requirements set forth in this Request for Proposals. This Request for Proposals (“RFP”) provides Respondents with the information necessary to prepare and submit Proposal for consideration by the City.

**(1) Introduction and Purpose of Solicitation**

The City of Mission intends for this request for proposal to result in the selection of a pre-qualified pool for contractors to provide emergency infrastructure repairs. Services requested shall be on an as-needed project basis. The City shall make the selection on the basis of demonstrated competence, qualifications and capability to perform the services for future emergency projects throughout the terms of the pool for contractors. The services shall be provided for a fair and reasonable price and not to exceed any maximum established by City of Mission historical pricing, independent cost estimates, and fair/reasonable industry costs.

**(2) Type of Business**

(a) The Proposer represents as part of its offer that it operates as (Mark one with an "X"):

- |  |  |
|--|--|
| <input type="checkbox"/> an individual         | <input type="checkbox"/> a sole proprietorship |
| <input type="checkbox"/> a partnership         | <input type="checkbox"/> a corporation         |
| <input type="checkbox"/> another entity _____. |  |

**(3) 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.

**(4) 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.

**(5) Submission of Proposals**

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

(b) Telegraphic Proposals will not be considered unless authorized by the solicitation; however, Proposals 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 Proposals.

(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 proposer's request and expense, unless otherwise specified in the solicitation.

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

**(6) Acknowledgement by Signature**

Proposals must give full firm name and address of proposer, 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.**

**(7) Pre-Proposal Conference and Questions Concerning the Solicitation**

(a) A pre-proposal conference is scheduled for all interested parties to discuss the Request for Proposal (RFP) requirements, if so indicated on the Solicitation, Offer and Award Form. Details concerning the conference date, time and location are also provided.

(b) Questions and requests for clarification relating to this solicitation, shall be submitted in writing, to the contact person identified in the Solicitation, Offer and Award Form by mail, facsimile or commercial courier, at least three (3) working days in advance of the scheduled conference to allow sufficient time for responses to be considered and prepared by the City. Questions concerning the solicitation that are not addressed at the conference, if one is held, shall be submitted in writing no later than five (5) working days in advance of the offer submission due date and time, which is the minimum time required for the City's reply to reach offerors before the offer submission due date and time, as required by the "Acknowledgement of Amendments to the Invitations for Proposals" clause. Questions received less than five (5) working days in advance of the offer submission due date and time will be responded only if the City determines that the question and its response would have a material and substantive impact on the solicitation.

**(8) Explanation to Proposers**

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 and with sufficient time allowed for a reply to reach Proposers before the submission of Proposals. 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 Proposers as an amendment to the solicitation, if such information is necessary to Proposers in submitting Proposals on the solicitation or if the lack of such information would be prejudicial to uninformed Proposers.

**(9) 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) Proposers 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 RFP form; or (3) by letter or telegram. The City must receive the acknowledgment by the time and at the place specified for receipt of Proposals.

**(10) Alter or Amend**

Proposals **cannot** be altered or amended after opening time. Alterations made before opening time must be initiated 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.

**(11) Non-collusion**

Respondents, by submitting a signed proposal statement, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the

same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

**(12) Non-discrimination**

Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational proposal reasonably necessary to the normal operation of the firm.

**(13) Respondent Default**

City reserves the right, in case of submitter defaults, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

**(14) Subcontracting**

The successful submitter may not subcontract the award without the written consent of the City of Mission.

**(15) Communication with Evaluation Team Members**

Firms submitting proposals shall not discuss this RFP with employees of City of Mission or City Council Members. The only discussions allowed will be at the scheduled interview, if held, if your firm is selected for an interview. Failure to abide by this requirement may result in disqualification of your proposal.

**(16) Joint Venture Partnerships:** A joint venture arrangements are allowable under this RFP.

**(17) Responsibilities of Firm**

Firm agrees to and shall perform and complete the professional services and specific tasks required by City in connection with the Project in strict accordance with the Scope of Service.

Firm shall perform its services consistent with the professional skill and care ordinarily provided by professional firms practicing in the same or similar locality under the same or similar circumstances. The firm shall perform its services as expeditiously as is consistent with such professional skill and care and to ensure the orderly progress of the Project.

Firm shall identify a representative authorized to act on behalf of and bind the firm with respect to the Project.

Except with City's knowledge and consent, firm shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise firm's professional judgment with respect to the City Project.

The firm shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation. The firm shall immediately notify the City of Mission of any suspension, revocation, or other detrimental action against any such license.

The firm shall maintain the insurance and endorsements required for each project in full force and effect at all times during the term of the contract and any extensions thereto.

**(18) Ratings For Proposal Evaluation Criteria**

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

Definition of Adjective Rankings:

<b>Outstanding</b>	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. <b>The proposal has an overall low degree of risk.</b>
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<b>Good</b>	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. <b>The proposal has an overall low to moderate degree of risk.</b>
<b>Acceptable:</b>	Proposal satisfies all of the City’s requirements, with minimal detail indicating a feasible approach and a minimal understanding of the project. <b>The proposal has an overall moderate to high degree of risk.</b>
<b>Marginal</b>	Proposal satisfies all of the City’s requirements, with minimal detail indicating a feasible approach and a minimal understanding of the project. <b>The proposal has an overall high degree of risk.</b>
<b>Unacceptable:</b>	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. <b>Firm lacks essential information to support a proposal.</b>

**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.**

**(19) 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.

**(20) Evaluation and Basis for Award**

(A) Multiple Awards: Multiple contract awards are anticipated under this solicitation. Contracts will be executed on an as needed basis.

**(21) Evaluation of Proposals:** The City of Mission **representatives** will review and evaluate Proposals for the pre-qualified pool using the **Adjectival Scoring Method**. The evaluation of Proposals shall be based on criteria described below. All Proposals will be evaluated as individually, and the City of Mission may invite one or more of the qualified Respondents to attend a formal interview, if necessary. The interview will allow the invited Respondents to further discuss their proposals with the City, and to respond to questions from the City.

The Evaluation Committee shall recommend one or more contractors to be added to the prequalified pool of contractors for Emergency Infrastructure Repairs and submit their recommendation(s) for approval by the City Council. **Pre-qualification of contractors added to the pool does not constitute or guarantee award of a contract.**

**(22) Ranking from Pre-Qualified Pool:** After the City of Mission approves the list of emergency pre-qualified pool of service providers, staff **may** choose firms for projects on a **rotating basis**. When a project is identified, the City shall identify a firm(s) from the pre-qualified pool and provide them with details of the scope of work or request for contractor to do a site visit to define a project scope and cost associated specifically for that emergency repair. The City may request additional information from the firm regarding proposals based on specific project needs. Response time, construction quality, and fair/reasonable costs will be the determining factors for award.

**(23) Contents of Proposal**

Proposals shall be concise and complete. The following will be required for the evaluation process. The City will require **five (5) copies** of the proposals from all interested firms. Each proposal must address, but may not be limited to, the following elements:

1. Provide a statement of interest for the service(s), including a narrative describing the prime firm's unique qualifications, the availability and commitment of the prime firm and its principal(s) and key professionals to undertake the services. Include firm name, including the addresses of all firm offices identifying in which office the work will be performed. Name, position, phone, fax numbers of contact person(s) and Proposals of Team projected to be involved in the services, including their experience and the number of years with the prime firm; years firm has been in business.
2. Include a portfolio of past work such as a list of relevant projects and clients (include contact person and phone numbers) that may be contacted for references and verification of background. A listing of at least three related projects to contain dates, facility size, construction cost, engineering fee(s), and the names, addresses and phone numbers of representatives of the Owners of these projects who can be contacted as references.
3. Include appropriate state registrations.
4. Names of principals in the firm
5. Names and disciplines of sub consultants (if any) proposed for the project.
6. Listing of all pending litigation against or involving the firm or its agents or employees with respect to any work performed.
7. Amount of liability insurance coverage carried by your firm.
8. Name and phone number of person to contact at the banking institution where your firm does business.
9. Responsiveness of Submissions: The City wants to receive competitive submissions, but will declare "non-responsive" submissions that fail to meet significant requirements outlined in the proposal requirements.

**(24) Evaluation Criteria**

The following criteria will generally be used to evaluate proposals:

- a) **Experience of Proposing Firm:** Past successful experience with emergency response to drainage, alteration and/or repair of roads and water/sewer systems.

How many successful emergency projects have you performed?

- b) **Work Performance:** Performance regarding the success and capabilities of the firm's/person's past services will be assessed. Performance may include completing project activities on schedule, completing work within budget, and quality of work similar to that in the scope of service. Proposals should reflect the prospective proposers understanding approach to diverse and unplanned projects involved and a strategic plan for implementation and the successful completion of emergency deliverables.

What is your response time to emergency repairs?

What would be your strategic approach to emergency repairs?

- c) **Capacity to Perform:** Capacity will be evaluated in the terms of numbers and type of staff to be assigned tasks, staff experience, and staff time availability. Key personnel's construction background and caliber for diverse number of emergency projects. The prospective firm shall supply a list of staff personnel, including subcontractors, to be utilized in carrying out the emergency service, and resume on each individual expected to be assigned to City of Mission emergency projects. A Project Manager is required to participate as a lead manager on all projects.
- d) **Cost Control:** Capability to complete projects without having major cost escalations, change orders, or overruns within a reasonable construction schedule.

What controls would you implement for cost control?

What time management approach would you implement?

- e) **DBE Certified:** Firm is certified through the State Disadvantaged Business Enterprise (DBE) Certification program or how the firm proposes to make a good faith effort to meet the DBE goal. Evidence that the consultant has established and implemented an Affirmative Action Program and/or certified as a Minority Business Enterprise (MBE)/Disadvantaged Business Enterprise (DBE)/Women Business Enterprise (WBE).

**Submissions of proposal in response to the evaluation criteria should be limited to 25 pages, 8.5" by 11" single-sided paper with 12 point font. Required attachments are excluded from the 25 page limitations. Five copies of the document should be provided to the City.**

- (25) **Term of Contract:** Contracts will be executed on a yearly individual project basis. The contract for the Pool of Prequalified Contractors for Emergency Infrastructure Repairs will be for a one-year base term with two one year renewals.

**(26) Affirmative Action – Equal Opportunity**

Disadvantaged Business Enterprise - It is a policy to award a fair share of contracts to small business concerns and businesses owned or controlled by socially and economically disadvantaged individuals. Affirmative steps will be taken to assure that these businesses are utilized when possible as sources of suppliers, equipment, and professional services. The City of Mission is an Affirmative Action/Equal Opportunity Employer.

The City of Mission will ensure that a qualified consultant is obtained through an equitable selection process and the prescribed work is properly accomplished in a timely manner at a reasonable cost. We are an Affirmative Action/Equal Opportunity Employer and reserve the right to reject any and all proposals, extend the RFP deadline, and/or waive formalities in our selection.

**(27) Proposed Cost of Service**

Compensation for services will be in a lump sum contract for all services contracted in accordance with accepted practice and applicable program guidelines. The City of Mission reserves the right to request a detailed breakdown of any lump-sum amounts or hours.

**(28) Audited Financial Report**

The successful respondent(s) may be required to submit an audited financial report prior to being offered a contract. Failure to submit the report may result in the disqualification of the successful respondent. Do not submit one unless requested.



**(29) Independent Firm**

The Firm at all times shall be an independent firm. The Firm shall be fully responsible for all acts and omissions of its employees, subfirms, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subfirm or supplier of the Firm and the City by virtue of this contract. No provision of this contract shall be for the benefit of any party other than the City and the Firm.

**(30) Confidential Data**

Each proposer may clearly mark each page of the proposal that contains trade secrets or other confidential commercial or financial information which the proposer believes should not be disclosed outside the City. Disclosure of requested information will be determined in accordance with the Texas Open Records Act.

**(31) Cancellation of Solicitation**

This solicitation may be cancelled by the City before or after receipt of Proposals (as applicable).

**(32) Removal of Contract Personnel**

- (a) The Firm and any subfirm acknowledge that any person assigned to work under this Contract must perform their duties so as to not unduly impair contract performance. By assigning a person to work under this Contract, the Firm agrees to be responsible for the behavior of that person during contract performance.
- (b) The Firm acknowledges that the City has the right to require the removal of any Firm or subfirm employee that the Engineer, Project Manager, or Purchasing Director determine, at their sole discretion, to be negatively effecting performance of work under the contract. Examples of such behavior include: (1) conduct which poses a threat to the safety of anyone working under the contract; (2) conduct which is disruptive to contract performance; (3) careless work performance; and (4) other behavior determined by one of the three (3) project officials to be objectionable or unduly hindering contract performance.
- (c) Upon receipt of written notice or verbal notification from the Purchasing Director that a person's behavior is unduly impairing contract performance, the Firm agrees to remove that person from doing any further work on the contract, and to cause that person to be removed from the worksite. The Firm agrees that it is not entitled to any additional costs it may incur as a result of the removal of the person named by the Purchasing Director.

**(33) Discrepancies or Omissions**

**Proposer shall carefully examine the proposal forms, general terms and conditions, and scope of service.** Should the proposer find discrepancies in, or omissions from proposal forms, general terms and conditions, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Department (Mission City Hall, (956) 580-8667) and Engineer and obtain clarification by addendum prior to submitting any bid.

**(34) Compliance with Federal, State and Local**

Proposers 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.

**(35) Indemnification**

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.

**(36) BILLING AND PAYMENT INSTRUCTIONS:**

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 scope of work.

(a) Invoices may be submitted once per month to and shall conform to policies or regulations adopted from time to time by the City. Invoices shall be legible and shall contain, as a minimum, the following information: (1) the contract and purchase order number (if any); (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any); (3) any discounts offered to the City under the terms of the contract; (4) evidence of the acceptance of the supplies or services by the City; (5) unique traceable invoice number(s); and (6) any other information necessary to demonstrate entitlement to payment under the terms of the contract. Failure to provide the above critical information may result in the rejection and return of the invoice for resubmission with complete data.

(b) Subject to the withholding provisions of the contract, payment shall be made within 30 days after the City's receipt of a properly prepared invoice.

**(37) Funding**

Funds utilized for emergency repair procurements will be provided by local funds. The award of a contract hereunder will not be construed to create a debt of the City which is payable out of funds beyond the current fiscal year.

**(38) Performance & Payment Bonds**

(a) All contracts shall require the contractor, before beginning the work, to execute to the City a payment bond of the contract for each project if it is in excess of \$25,000.00 and a performance bond if the contract is in excess of \$100,000.00.

Performance and Payment bonds are to be submitted to the City of Mission immediately upon request.

(b) All required bonds shall be provided in an amount equal to **one hundred percent (100%) of the contract amount**. The surety company providing the bonds must be authorized to do business in the State of Texas. The surety company shall be approved for the amount of the bonds and, either hold a certificate of City from the U.S. Department of Treasury or have obtained reinsurance from a Treasury listed insurer, in accordance with the requirements of Article 7.19-1, Vernon's Texas Insurance Code, as amended.

**(39) Submission of Schedule of Subfirm(s)/Subconsultant(s)**

Each offeror should include with proposal a completed Schedule of Subfirm(s)/Subconsultant(s) form provided as Attachment 1 to General Terms and Conditions with their offer. The contents of the form may be a factor used in determining an offeror's responsibility.

**(40) Duty to Inform**

If, at any time during the performance of the contract the Firm becomes aware of an actual or potential problem, fault, or defect in the project or any non-conformance with any contract document, federal, state or local law, rule, or regulation, the Firm shall give immediate written notice thereof to the Public Works Director or to the Purchasing Director. If the Firm is aware of any such problem, fault, defect or non-conformance, or should be aware through proper diligence of any such problem, fault, defect or non-conformance, and the Firm fails to give the required notice, the Firm shall assume full responsibility therefore and shall bear all costs attributed thereto.

**(41) Insurance Requirements for Supply/Services and/or Construction**

(a) Required Coverage. Awarded firm 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 firm 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 \$1,000,000 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 \$500,000, 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 Firm's obligations herein  
Personal Injury Advertising Liability  
Medical Payments  
Fire Damage Legal Liability  
Broad Form Property Damage  
Liability for Independent Firms

(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 Firm shall furnish Original proof of insurance via Certificates of Insurance satisfactory to the City of Mission at the following addresses,

City of Mission  
Eduardo Belmarez, Purchasing Director  
1201 E. 8<sup>th</sup> Street  
Mission, TX 78572  
RFP # 21-044-11-17

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 Firm in the performance of this contract via ISO endorsements CG 2037 or its equivalent. The policy shall also be endorsed to name other interests as directed by City of Mission.

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

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

(k) Deductibles. Companies issuing the insurance policies and the Firm 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 Firm.

(l) Subfirms. If any part of the work is sublet, the Firm shall require any and all subfirms performing work under this contract to carry General Liability and Products, and Construction Liability Insurance, with limits of liability that Firm shall deem appropriate and adequate to protect the interests of the City. In the event a subfirm is unable to furnish insurance in accordance to section (a) above, the Firm shall endorse the subfirm as an Additional Insured. Insurance certificates for subfirms 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 Firm of any other responsibility or liability under this agreement, or any applicable law, statute, regulation, or order.

#### **(42) Municipality's Right to Carry Out the Work**

If the firm fails or refuses to carry out all or any part of the work in accordance with the contract requirements or within the contract schedule and fails or refuses to correct such deficiency within seven (7) days of receipt of written notice thereof from the City of Mission, the City, in its sole discretion and without waiving any other rights it may have, may elect to correct such deficiencies and charge the firm the cost of such corrections. Nothing in this clause shall relieve the firm of its obligation to perform the remainder of the work in accordance with the contract.

#### **(43) Governing Law**

The rights, obligations, and remedies of the parties shall be governed by the laws of the State of Texas. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract, then federal common law, including the law developed by federal boards of contract appeals, the United States Claims Court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue for any action shall lie exclusively in Hidalgo County, Texas. This is the complete agreement between the parties. If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

#### **(44) Title to Submittals**

All information, drawings, or other submittals required to be furnished by the firm to the City under this contract shall become the property of the City.

#### **(45) Default**

(a) If the firm refuses or fails (i) to commence the work within the time required by this contract, (ii) to prosecute the work or any separable part with the diligence that will ensure its completion within the time specified in this contract, including any extension, (iii) to provide sufficient and properly skilled workmen or proper materials or equipment to complete the work in an acceptable manner and without delay, (iv) to

promptly pay its subfirms, laborers, and materialmen, (v) to perform any of its other obligations under this contract, or (vi) to complete the work within the time specified in this contract ("events of default"), the City may, by written notice to the Firm, terminate the right to proceed with the work (or the separable part of the work). In this event, the City may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Firm and its sureties shall be liable for any damage to the City resulting from events of default, whether or not the Firm's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City in completing the work.

(b) The Firm's right to proceed shall not be terminated because of delays nor the Firm charged with damages under this clause, if --

(1) the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Firm (examples of such causes include (i) acts of God or of the public enemy, (ii) acts of the City in either its public or contractual capacity, (iii) acts of another Firm in the performance of a contract with the City, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subfirms or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Firm and the subfirms or suppliers); and

(2) the Firm, within 10 days from the beginning of any delay (unless extended by the Purchasing Director), notifies the City Engineer or Purchasing Director in writing of the causes of delay. The Purchasing Director shall ascertain the facts and the extent of the delay. If, in the judgment of the City staff, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Purchasing Director shall be final and conclusive on the parties but subject to appeal.

(c) If, after termination of the firm's right to proceed, it is determined that the Firm was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the City.

(d) The rights and remedies of the City in this clause are in addition to any other rights and remedies provided by law or under this contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this contract.

#### **(46) Termination for Convenience**

The Purchasing Director may, whenever the interests of the City so require, terminate this contract, in whole or in part, for the convenience of the City. The Purchasing Director shall give written notice of the termination to the Firm specifying the part of the contract terminated and when termination becomes effective.

(a) The Firm shall incur no further obligations in connection with the terminated work, and, on the date set in the notice of termination, the Firm will stop work to the extent specified. The Firm shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Firm shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Purchasing Director may direct the Firm to assign the Firm's right, title, and interest under terminated orders or subcontracts to the City. The Firm must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(b) The Purchasing Director may require the Firm to transfer title and deliver to the City in the manner and to the extent directed by the Purchasing Director: (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the City. The Firm shall, upon direction of the Purchasing Director, protect and preserve property in the possession of the Firm in which the City has an interest. If the Purchasing Director does not exercise this right, the Firm shall use its best efforts to sell such supplies and manufacturing materials.

- (c) The City shall pay the Firm the following amounts:
- (1) For contract work performed before the effective date of termination, the total (without duplication of any items) of --
    - (i) the cost of this work;
    - (ii) a sum, as profit on (i), above, determined by the Purchasing Director to be fair and reasonable; however, if it appears that the Firm would have sustained a loss on the entire contract had it been completed, the Purchasing Director shall allow no profit under this subparagraph
    - (iii) and shall reduce the settlement to reflect the indicated rate of loss.
  - (2) The reasonable costs of settlement of the work terminated, including --
    - (i) accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
    - (ii) the termination and settlement of subcontracts (excluding the amounts of such settlements); and
    - (iii) storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
  - (3) The total sum to be paid the Firm under this subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Firm reduced by the amount of payments otherwise made, the proceeds of any sales of construction, supplies, and construction materials under this subparagraph, and the contract price of work not terminated.

**(47) Termination for Default**

- (a) The City may, subject to the provisions of paragraph (c) below, by written notice of default to the Firm, terminate the whole or any part of this contract in either one of the following circumstances:
- (1) if the Firm fails to make delivery of the supplies or to perform the service within the time specified herein or any extension thereof; or
  - (2) if the Firm fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Purchasing Director may authorize in writing) after receipt of notice from the Purchasing Director specifying such failure.
- (b) In the event the City terminates this contract in whole or in part as provided in paragraph (a) of this clause, the City may procure, upon such terms and in such manner as the Purchasing Director may deem appropriate, supplies or services similar to those so terminated, and the Firm shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Firm shall continue the performance of this contract to the extent, if any, it has not been terminated under the provisions of this clause.
- (c) Except with respect to defaults of subfirms, the Firm shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Firm. Such causes may include, but are not restricted to, the following: acts of God or of the public enemy, acts of the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; provided, however, in every case the failure to perform must be beyond the

control and without the fault or negligence of the Firm. If the failure to perform is caused by the default of a subfirm and if such default arises out of causes beyond the control of both the Firm and subfirm and without the fault or negligence of either of them, the Firm shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subfirm were obtainable from other sources in sufficient time to permit the Firm to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the City, in addition to any other rights provided in this clause, may require the Firm to transfer title and deliver to the City in the manner and to the extent directed by the Purchasing Director (i) any completed supplies and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as the Firm has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Firm shall, upon direction of the Purchasing Director, protect and preserve property in possession of the Firm in which the City has an interest. Payment for completed supplies delivered to and accepted by the City shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the City and for the protection and preservation of property shall be in an amount agreed upon by the Firm and Purchasing Director. Failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the Disputes Clause of this contract. The City may withhold from amounts otherwise due the Firm for such completed supplies or manufacturing materials such sum as the Purchasing Director determines to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Firm was not in default or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be those provided in the Termination for the Convenience of the City Clause hereof. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the Disputes Clause of this contract.

(f) The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this contract.

(g) As used in paragraph (c) of this clause, the terms "subfirm" and "subfirms" mean subfirm(s) at any tier.

**(48) Communication Policy and Certification**

(a) All oral and written communications with City regarding this solicitation should be exclusively with, or on subjects and with persons approved by, the person identified in Block 3 of the solicitation cover sheet. Discussions or communications with any other person could result in disclosure of proprietary or other competitive sensitive information or otherwise create the appearance of impropriety or unfair competition and, thereby, compromise the integrity of City's procurement system. If competition issues cannot be resolved through normal communication channels, the City will address any protest from actual or prospective competitors claiming any impropriety in connection with this procurement.

(b) By submission of this offer, the offeror certifies that it has not, and will not prior to contract award, communicate orally or in writing with any City employee or other representative (including City Board members, City firms, or City consultants) other than the individual, or person(s) and on subjects approved by the individual, named in Block 3 of the solicitation, except as described below: (CHECK "NONE" IF NONE EXISTS.)

NONE

Name of City  
Representative

Date and Subject of Communication

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{provide attachment, if necessary}

(c) This certification concerns a material representation of fact upon which reliance will be placed in awarding a contract. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to any other remedies the City may have, the Purchasing Director may terminate the contract resulting from this solicitation for default and/or recommend that the offeror be debarred or suspended from doing business with City in the future. In addition, a false entry could be a violation of Texas Penal Code paragraph 37.10.

(d) The proposer/offeror shall provide immediate written notice to the Purchasing Director if, at any time prior to contract award, he/she learns that its certification was, or a subsequent communication makes, the certification erroneous.

**(49) Conflict of Interest Certification**

By submission of this offer, I certify that:

(a) I have read and understand the General Provisions clause entitled "Interest of Public Officials" that will be incorporated into any contract resulting from this solicitation. I further understand that the pecuniary interest in that clause includes employment relationships.

(b) I understand the City has an internal conflict of interest policy for its employees that includes as an actual or possible conflict of interest whether or not a member of the employee's immediate family works for a firm doing, or seeking to do, business with the City.

(c) Mark one with an "X":

- To the best of my knowledge and belief, no employee of my firm is related to a City employee; or
- An employee of my firm is related to an City employee and a letter to the Purchasing Director explaining that relationship is attached.

(d) The requirements of this certification have been passed through to all first-tier subfirms or subconsultants anticipated to be used at the time of the submission of my offer.

\*\*\*\*\*

**SIGNATURE BLOCK FOR ALL REPRESENTATIONS & CERTIFICATIONS**

\*\*\*\*\*

NAME OF OFFEROR & ADDRESS (INCLUDE ZIP &PHONE)

SIGNATURE:



TYPE NAME:

DATE:

OFFERORS MUST SET FORTH FULL, ACCURATE AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION (INCLUDING THIS ATTACHMENT). FAILURE TO DO SO MAY RENDER THE OFFER NONRESPONSIVE OR UNACCEPTABLE.

A FALSE STATEMENT IN ANY OFFER SUBMITTED TO THE CITY MAY BE A CRIMINAL OFFENSE IN VIOLATION OF SECTION 37.10 OF THE TEXAS PENAL CODE.

# CITY OF MISSION

## Scope of Service

### **RFP Name/No: POOL FOR PRE-QUALIFIED CONTRACTORS FOR EMERGENCY INFRASTRUCTURE REPAIRS / 21-044-11-17**

#### **I. Services Required**

The qualified contractors selected should be experienced in Water, Sanitary Sewer, Streets, and Drainage Emergency Repair Services. The City will select highly qualified Contractors who can provide a quick response, quality end product, and a high level of customer service performance in all work efforts. The Contractor will be expected to work with the City's staff in a professional and timely manner. The services are to be provided on as needed and request basis. It is the City's intention to create a well defined roster of the highest qualified contractors for each specialization who are interested in performing such work. The Task Order Selection Contract for selected Contractors is attached as Attachment A included with this proposal package. Attachment A must be filled defining contractors' areas of specialization experience. Contractors placed on the roster will generally be ranked in accordance with qualifications based on proposals submitted. The City reserves the right, however, to take into account responsiveness and past performance in determining which Contractor will be contacted first and given the opportunity to perform work as needed on a Task Order Contract. The City will proceed down the roster as necessary to meet the needs of the City. By seeking proposals from Contractors, the City does not imply that it will utilize the Contractor's services any guaranteed number of times over the course of the year. It is expected that the qualified firm(s) selected will have a sufficient level of resources and expertise to carry out the scope of service on an individual project basis. Firms must be prepared to assure the City of Mission that key personnel indicated in their proposal statement will maintain their role during the project letting. The City of Mission budgets for construction, rehabilitation, alteration and/or modifications of current infrastructure for emergency purposes on an annual basis. The agreed-upon cost for each emergency project and scope of work will include all professional charges and reimbursable expenses. The City reserves the right to request a detailed breakdown of any lump-sum amounts.

#### **II. Scope of Work for Emergency Repairs:** The scope of Work will potentially consist; but not limited to the following:

The scope of work consists of both routine and emergency services, as needed.

Routine work may include:

Repairing water, sanitary sewer and drainage systems

Installing new fire hydrants

Installing new service laterals

Installing valves

Replacing and installing manholes and other structures (Lift stations, etc)

Additional work necessary for completion such as dewatering, bypass pumping and other associated work

Restoring properties and landscapes damaged during the course of routine activities, typically asphalt or concrete repair

Repairing streets, asphalt paving, concrete paving curb & gutter repairs, valley gutter repairs, street sub-base work, compaction, driveways, sidewalks, and street signs

Streets restoration to its pre-existing condition based on emergency repair

Miscellaneous emergencies includes the rental of pumps, vacuum trucks and electrical generators

Emergency work examples include:

Repairing damaged sanitary sewer lines and/or manholes collapses, water mains, streets restoration based on emergency, drainage line and/manhole collapse repairs. Emergency services can occur 24/7 including weekends and holidays. City staff will expect contractors to appear on the project site within a (2) two hour period of being notified and respond on a timely and materials basis without providing a prior written quote for the work. The vendor is expected to supply sufficient manpower, equipment and material to provide services in a timely and professional manner. Contractor will bare all costs associated with conducting all necessary due diligence to include site visits, assessments, and studies to present a well defined scope and cost for emergency repairs.

### **III. City's Responsibilities**

To assist the firm(s) awarded an Agreement(s), City of Mission will do the following:

1. Provide to firm all information, as legally allowed, in possession of the City which relates to the City's requirements for the emergency project or which is relevant to the project. Assist the firm in obtaining permission to enter public and private property as required for firm to perform services. The City will acquire all the necessary easements and/or property access approvals.
2. Review all studies, test results, reports, sketches, drawings, specifications, and proposals, and other documents presented/forwarded by firm. Furnish standard procurement forms and templates. The City will conduct all RFB's and RFP's from issuance of solicitation to contract award for all construction services via the City of Mission Purchasing Department.
3. Pay all advertising costs necessary to obtain bids from contractors.
4. The Department Director will act as the City's representative with respect to the work to be performed under this Agreement for each project. Such person shall have the authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to services.
5. Furnish written legal descriptions and the services of geo-technical engineers where available, unless otherwise noted. Furnish available structural, mechanical, chemical, air and water pollution tests for hazardous materials, inspections and reports required by law.

### **IV. Contractor Responsibilities**

1. Maintain communication and coordinate with Municipality, City Engineer, Public Works Director, Purchasing Director, City of Mission, and any other stakeholder on a regular basis.
2. Review and have a thorough understanding of contract plans, specifications, estimates, contract terms and conditions and special provisions.
3. Attend and conduct if needed a pre-emergency construction conference meeting, all job related meetings and the final inspection, closeout and acceptance of emergency projects.
4. Coordinate with the public and any affected property owners.
5. Provide breakdown, feedback, clarification, or guidance on Change Orders.
6. Contractor is liable for contacting Dig-Safe.

7. Prepare Daily Reports, including quantities, locations of work, weather conditions, and weekly progress reports on an as needed basis.
8. Maintain a photographic record of the progress of emergency construction, annotating such photos to indicate their content and context including date. This photographic record must be available for reference by the Construction Manager, City Engineer, State or Federal representatives, and Municipality representatives.
9. Accompany owner representatives on visits to projects.
10. Participate in regularly scheduled construction status meetings with municipality representatives.
11. Report immediately any unusual occurrences and all accidents occurring within the project limits to the City Engineer. The contractor shall carry out its responsibilities in a manner that is consistent and cooperative with those of Federal, State and Local Quality Assurance Programs.
12. Receive materials certifications, computations and reference materials submitted by the Contractor. Maintain files on the project site of all items submitted by the contractor and of work done on behalf of the Municipality.
13. Issue a Certificate of Substantial Completion at the appropriate time.



**City Of Mission**  
**Vendor Acknowledgment Form - Non-Collusive Bidding Certification**  
**RFP Name/No.: “Pool for Pre-Qualified Contractors for Emergency Infrastructure Repairs”/ 21-044-11-17**

I/We have read instructions to proposer and specifications. My/Our proposal conforms to all proposal scope of service, 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 bid; 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 Proposers 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 contract 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.**

**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).

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

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



## LIST OF REFERENCES FOR SIMILAR PROJECTS

Use additional pages as necessary.

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

**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

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

### OFFICE USE ONLY

Date Received

**1** Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# ATTACHMENT A

POOL FOR PRE-QUALIFIED CONTRACTORS FOR EMERGENCY INFRASTRUCTURE REPAIRS  
PROCUREMENT FORM  
CITY OF MISSION

**-PROCUREMENT FORM (Areas of Specialization, References & Projects) Please check off any or all that are applicable.**

Name and Address of Firm:			
Principals of Construction Firm and Titles:			
Construction Firm's TxSOS Registration No.:			
Area of Specialization:			
	<b>Water Lines</b>		<b>Sanitary Sewer Lift Stations</b>
	• AC Lines		• Wetwell Replacement
	• Ductile Iron		• Pipe Gallery Replacement
	• PVC Lines		• Electrical Panel
	• Steel Pipe		•
	• Water System Appurtenances		• Metal Work
	<b>Sanitary Sewer Lines</b>		• Submersible Pumps
	• Gravity Clay		• Structural Concrete Work
	• Gravity PVC		<b>Water Plant</b>
	• Gravity Ductile Iron		• Clarifiers
	• PVC Force Main		• SCADA
	Work Depth		• HS Pumps Replacement
	• 0-10 Feet in Depth		• Structural Concrete
	•		• Vertical Pumps
	• 11-20 Feet in Depth		• Pipe Gallery & Pipe System
	• 21-30 Feet in Depth		• Main Filter Replacement
	• 30-40 Feet in Depth		• ADA Handrails
	• Dewatering		• Water Appurtenances (Valves, etc)
	• Pump Bypass		<b>Wastewater Plant/Industrial Plant</b>
	• Trench Protection		• Digester Tank & Rotors
	<b>Sanitary Sewer Manholes</b>		• Structural Concrete

	<ul style="list-style-type: none"> <li>• Brick Manholes</li> </ul>		<ul style="list-style-type: none"> <li>• Piping System</li> </ul>
	<ul style="list-style-type: none"> <li>• Concrete Manholes</li> </ul>		<ul style="list-style-type: none"> <li>• Clarifiers</li> </ul>
	<ul style="list-style-type: none"> <li>• Fiber Manholes</li> </ul>		<ul style="list-style-type: none"> <li>• UV System</li> </ul>
			<ul style="list-style-type: none"> <li>• Aerators</li> </ul>
			<ul style="list-style-type: none"> <li>• Main Lift Station</li> </ul>
			<ul style="list-style-type: none"> <li>• All Pump, Rotors, Motors.</li> </ul>
	<b>Streets</b>		<b>Drainage</b>
	<ul style="list-style-type: none"> <li>• Pavement</li> </ul>		<ul style="list-style-type: none"> <li>• Storm Concrete Pipe</li> </ul>
	<ul style="list-style-type: none"> <li>• Street Subbase Placement and Compaction (Flex base and Subgrade)</li> </ul>		<ul style="list-style-type: none"> <li>• HDPE Pipe</li> </ul>
	<ul style="list-style-type: none"> <li>• All Signage Type</li> </ul>		<ul style="list-style-type: none"> <li>• All Inlet Types</li> </ul>
	<ul style="list-style-type: none"> <li>• Traffic Signal Repairs</li> </ul>		<ul style="list-style-type: none"> <li>• Excavation</li> </ul>
	<ul style="list-style-type: none"> <li>• Traffic Control</li> </ul>		<b>Facilities</b>
	<ul style="list-style-type: none"> <li>• Metal, wood Traffic Railing</li> </ul>		<ul style="list-style-type: none"> <li>• A/C Building Compressors</li> </ul>
	<b>MISC.</b>		<ul style="list-style-type: none"> <li>• A/C Building Systems</li> </ul>
	Vacuum Truck Services		<ul style="list-style-type: none"> <li>• Building Electrical</li> </ul>
	Pump Rental Equipment		<ul style="list-style-type: none"> <li>• Building Plumbing</li> </ul>
	Generator Equipment		<ul style="list-style-type: none"> <li>• Building Roof Work</li> </ul>

**Local References (Rio Grande Valley) List Four (4) Only:**

Reference #1:

Reference #2:

Reference #3:

Reference #4:

**Recent Projects (Within Two [2] Years) List Four (4) Only:**

Project #1:

Project #2:

Project #3:

Project #4:

Submitted By:	
Signature:	