



**REQUEST FOR QUALIFICATION STATEMENTS  
FOR PROFESSIONAL UTILITY ENGINEERING SERVICES  
PROPOSAL NO. 2017-03**

NOTICE IS HEREBY GIVEN THAT THE CITY OF BUNNELL IS ACCEPTING SEALED QUALIFICATION STATEMENTS FROM PROFESSIONAL ENGINEERING CONSULTING FIRMS TO PROVIDE DESIGN SERVICES FOR THE INSTALLATION OF RECLAIMED MAIN PIPE SYSTEM < 24" DIAMETER, TOTALING 8,000 LF; UP TO 3 PROJECTS MAY BE SUBMITTED TO MEET THE 8,000 LF REQUIREMENT. PROJECT CONSTRUCTION IS GRANT FUNDED. DUE TO GRANT DEADLINES TIME IS OF THE ESSENCE FOR COMPLETION OF PROJECT DESIGN.

NOTICE SHALL BE POSTED IN THE DAYTONA JOURNAL INTERESTED PARTIES MAY OBTAIN INSTRUCTION PACKETS ON THE WEBSITE [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM), THE CITY'S WEBSITE AT [WWW.BUNNELLCITY.US](http://WWW.BUNNELLCITY.US) OR VIA EMAIL FROM MBALDWIN@BUNNELLCITY.US.

YOU ARE HEREBY INVITED TO SUBMIT A SEALED QUALIFICATION STATEMENT COMPLETE WITH ALL INFORMATION REQUESTED TO THE OFFICE OF THE CITY CLERK OF THE CITY OF BUNNELL, 201 WEST MOODY BLVD., BUNNELL, FL 32110.

**SUBMIT QUALIFICATION STATEMENTS**

**TO: SANDI BOLSER – CITY CLERK**

**MAILING ADDRESS:**

Bunnell City Clerk  
P. O. Box 756  
Bunnell, Florida 32110

**WALK-IN DELIVERY ADDRESS:**

Bunnell City Clerk  
201 West Moody Blvd.  
Bunnell, Florida 32110

**TIMETABLE:**

Date of Distribution: March 9, 2017  
Last Date of Inquiries: March 17, 2017  
Qualification Statements Due: March 24, 2017, at 2:00 PM.

**Proposers must indicate on the sealed envelope the following:**

- A. Title of Proposal – Professional Utility Engineering Services**
- B. RFQ # 2017-03**
- C. Name of Proposer**

## **GENERAL CONDITIONS**

**CONTACT:** All prospective Proposers are hereby instructed not to contact any member of the City of Bunnell City Commission, City Manager, or City Staff members other than the noted contact person regarding this RFQ at any time prior to the posting on the Web Site of the final evaluation and recommended ranking by City staff for this project. Any such contact shall be cause for rejection of your RFQ

**PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid or Proposal on a contract to provide any goods or services to a public entity, many not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids or Proposals on leases of real property to a public entity, many not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

**CODE ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES:** Pursuant to Florida Statutes, any Public Officer or Employee of the City of Bunnell will abide by all ethical requirements as outlined in Chapter 112, Part III.

**DISCRIMINATION:** Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or Proposal on leases of real property to a public entity, many not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

**PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS:** The City of Bunnell cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall, at all times, be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Bunnell in connection with all Proposers' response shall be deemed public records subject to public inspection upon award, recommendation of award, or 10 days after bid/proposal opening, whichever occurs first. Section 119.071, F.S.

**SUBMISSION OF PROPOSALS:** All Proposals shall be submitted in a sealed envelope. The Request for Qualification Statements (RFQ) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to the prescribed delivery point on or before the specified opening date and time is solely and strictly the responsibility of the Proposer. Any Proposal received at the prescribed delivery point after the specified date and time will not be accepted. Proposals must be submitted on forms provided by the City. No other forms will be accepted. Telephone and Fax Proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening.

**DELAYS:** The City of Bunnell, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will post notification of any and all changes in scheduled due dates on-line at the City of Bunnell Website [www.bunnellcity.us](http://www.bunnellcity.us) and Demand Star [www.demandstar.com](http://www.demandstar.com).

**ADDENDUM:** Should revisions to the RFQ documents become necessary, the City will post addenda information on-line at the City of Bunnell website [www.bunnellecity.us](http://www.bunnellecity.us) and Demand Star [www.demandstar.com](http://www.demandstar.com). All Proposers should check the City of Bunnell website and Demand Star website to verify information regarding Addenda. It is the sole responsibility of the Proposer to ensure he/she obtains information related to Addenda.

**EXECUTION OF RFQ:** Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any

Proposal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

**RFQ OPENING:** Proposals shall be opened at the time, date, and place specified in the RFQ, and the name of the Proposer shall be read aloud publicly.

**RFQ TABULATION:** Any Proposer wishing to receive a copy of the RFQ tabulation is required to enclose a stamped, self-addressed envelope with their Proposal.

**CLARIFICATION/CORRECTION OF RFQ ENTRY:** The City of Bunnell reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

**INTERPRETATION:** Any questions concerning conditions and specifications shall be directed in writing to Michael Baldwin, Utilities Manager unless otherwise specified in the RFQ. Those interpretations, which may affect the eventual outcome of this Proposal, will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Bunnell.

**MINORITY POLICIES:** The City of Bunnell, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

**ADDITIONAL TERMS AND CONDITIONS:** The City of Bunnell reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

**TAXES:** The City of Bunnell is exempt from Federal Excise Taxes and all sales taxes.

**ASSIGNMENT:** Any purchase order or contract issued pursuant to an RFQ and the monies that may become due there under are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase order or contract.

**LIABILITY:** The vendor shall hold and save the City of Bunnell, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

**AWARDS:** The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Proposals or waive any minor irregularity or technicality in the Proposals received.

**EQUAL EMPLOYEMENT OPPORTUNITY:** Title VII of the Civil Rights Act of 1964 protects individuals against employment discrimination based on race and color as well as national origin, sex, or religion.

**The CITY OF BUNNELL** reserves the right to accept or reject all responses, to waive irregularities, and to re-advertise as may be determined to be in the best interest of the City.

**ADDITIONAL TERMS AND CONDITIONS:** Unless expressly accepted by the City, only the terms and conditions in this document shall apply: No additional terms and conditions included with the RFQ response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this RFQ if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these RFQ documents are the only conditions applicable to this RFQ and the Proposer's authorized signature on the Request for Qualification Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

**GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this RFQ prior to their delivery, it shall be the responsibility of the Proposer to notify the Finance Director at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

**PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:** All Proposers submitting a response to this RFQ agree that such response also constitutes an RFQ to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this RFQ, should the Proposer feel it is in their best interest to do so. Each governmental agency desiring to accept this RFQ, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this RFQ. This agreement in no way restricts or interferes with the right of any governmental agency to re-qualify any or all Proposers.

**CITY OF BUNNELL**  
**Request for Qualification Statements**  
**PROFESSIONAL UTILITY ENGINEERING SERVICES**

The City of Bunnell is requesting qualification statements from professional engineering firms to provide design services for reclaimed pipe system < 24" diameter, totaling 8,000 LF. the project location is from grand reserve blvd. to state road 100 and commerce parkway. Design should include equipment needed to adequately apply pressure to end users for direct irrigation; up to 3 projects may be submitted to meet the 8,000 LF requirement. Project construction is funded by a St. Johns Water Management District (SJWMD) grant. Due to grant deadlines time is of the essence for design completion.

The document package necessary for participating in this RFQ can be obtained on-line at [www.bunnellcity.us](http://www.bunnellcity.us) and [www.demandstar.com](http://www.demandstar.com) , or by calling Onvia Demand Star Services at (800) 711-1712. If you have any difficulty obtaining the RFQ documents, the RFQ package can be obtained by email from Michael Baldwin at the City of Bunnell at mbaldwin@bunnellcity.us

There will not be a pre-proposal meeting.

All Responders shall submit one (1) **original** and five (5) **bound** copies of their documents on letter size paper in a sealed envelope or package along with an electronic copy in pdf format on USB or CD of the full response. Proposals **must** include all items shown on section IX. Proposal Submission, of the scope of services.

- The proposal must be submitted no later than **FRIDAY March 24, 2017 AT 2:00 PM LOCAL TIME** at the Clerk's Office, City Hall, Physical Address: 201 W. Moody Blvd., Bunnell, FL 32110 or Mailing Address: PO Box 756 Bunnell, Florida 32110. Proposals shall be addressed to Ms. Sandi Bolser, City Clerk.

Any proposals not complying strictly with the requirements of this Request for Qualifications (RFQ) may be, ruled to be nonresponsive and ineligible for consideration.

**THE CITY RESERVES THE RIGHT to reject any or all proposals or parts thereof or to accept the proposal or parts thereof when considered in the best interest of the City. Any proposal received after the time and date specified will not be considered.**

## **GENERAL INSTRUCTIONS**

1. **Inquiries:** Questions may arise as firms are preparing their proposals. Please direct questions in writing, no later than COB March 17, 2017 to: Michael Baldwin, Utilities Manager. P.O. Box 756, Bunnell, FL 32110, email: [mbaldwin@bunnellcity.us](mailto:mbaldwin@bunnellcity.us) .
2. **Signature Requirements:** Proposals must be signed by a duly authorized officer(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.
3. **Addenda and Supplements to the Request for Proposal (RFQ):** In the event that it becomes necessary to revise any part of this RFQ, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFQ, a supplement to the RFQ will be posted on the City of Bunnell website and Demand Star.
4. **Rejection Rights:** The City of Bunnell reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFQ including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFQ at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.
5. **Cost of Proposal Preparation:** No reimbursement will be made by the City of Bunnell for any costs incurred in the preparation of the proposal or presentation.
6. **Proposals to be in Effect:** Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

**CITY OF BUNNELL**  
**Request for Qualification Statement**  
**PROFESSIONAL ENGINEERING DESIGN SERVICES**  
**SCOPE OF SERVICE**

**I. GENERAL PURPOSE AND INTRODUCTION**

Notice is hereby given that the City of Bunnell is accepting sealed Qualification Statements to be received no later than **March 24, 2017 at 2:00PM Local Time** for Design Services for Reclaimed Water Main Extension from Grand Reserve Blvd. to SR100 and Commerce Parkway.

**II. SCOPE OF WORK TO BE PERFORMED**

The City of Bunnell is working alongside with the St. Johns River Water Management District to develop and construct a reclaim main extension. The City is seeking Engineering services to assist in Design services for the Reclaim Water Main Extension from Grand Reserve Blvd to SR100 and Commerce Parkway. **The project objective is to extend the reclaim line and design any/all facilities to be able to provide a reclaim water product at a serviceable water pressure to the end user.**

- The Consultant agrees to utilize the E-Verify system in screening employees hired during the time of the contract. Except as otherwise provided in this Agreement, no charge for work or materials shall be allowed or approved by the City.

**Changes to Scope of Work.** Either party may propose changes to the scope or time schedule of the Work or Services under a Task Assignment which shall be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Work or Services. The parties shall mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes shall be documented, in one or more Amendments to the Task Assignment. If despite good faith negotiations the parties are unable to agree to the terms of an amendment to a task assignment, the parties shall follow the dispute resolution process provided under Section 17.

**Time is of the Essence.** Time is of the essence for each Task Assignment issued under this Agreement and all Projects performed in accordance herewith. Completion of preliminary design must be completed no later than 60 days after contract execution. Preliminary design is subject to granting agency (SJWMD) review and approval. Any minor design changes required by SJWMD must be complete within 30 days of notification from SJWMD. If major design changes are required, the City will negotiate acceptable timeframe with design services provider.

For each purpose related to this Agreement and each Task Assignment, Consultant and contractors, subcontractors or sub consultants shall be independent contractors with respect to the City and nothing herein shall create any association, partnership, joint venture or agency relationship between them.

City and Consultant shall exhaust all methods to resolve issues, including but not limited to, the Dispute Resolution procedures in Section 17 of this Agreement before any action is taken to declare the City or Consultant in default of this Agreement.

**III. CALENDAR OF EVENTS**

- A. **03/09/2017** Request for Qualifications (RFQ) Release Date
- B. **03/24/2017** RFQ Due no later than **2:00 PM EDT** Bunnell Municipal Complex, 201 W. Moody Blvd., Bunnell, FL 32110

- C. 03/28/2017 Review and Selection of RFQs by selection Committee.
  - D. 04/10/2017 Selection Committee’s recommendation presented to City Commission for approval.
- The above schedule may be changed solely at the City’s discretion.*

**IV. PROPOSAL**

Proposals shall comply with the **40 page** limit and applicable criteria set forth herein.

**V. SELECTION PROCESS**

The responses will be evaluated in accordance with Florida Statutes Section 287.055 known as the Consultants Competitive Negotiations Act. A designated City Staff Technical Review Committee will review and evaluate responses to this RFQ and will designate no less than three of the most qualified proposers based on rankings. Proposers may be invited to appear for interviews by the Technical Review Committee or be asked to further demonstrate their qualifications, although in the interest of expediting the process, this is not anticipated. The City Staff Technical Review Committee will shortlist and rank the three most qualified firms. Ranking of the short-listed proposers shall be forwarded to the City Manager for approval and recommendation to the City Commission. Subsequent negotiations shall follow in accordance with the provisions of the Consultant's Competitive Negotiation Act for individual task orders.

**VI. CONFLICT OF INTEREST**

Any prospective Responder and law firm must make an affirmative statement to the effect that, to its knowledge, the appointment as Responder will not result in a conflict of interest with respect to current or anticipated clients of the law firm. If a conflict is deemed to possibly exist, the prospective Responder or law firm shall state the nature of such conflict, and a proposal to resolve the same prior to appointment as Responder.

**VII. EVALUATION CRITERIA**

The CITY OF BUNNELL shall be the sole judge of its own best interests, the responses, and the resulting agreement. Award(s) will be made to the Responder(s) who presents the best value to the CITY OF BUNNELL based on the entire evaluation process and all the information gathered. Proposal packages will be reviewed and evaluated by a Selection Committee. **Financial criteria will be evaluated only by Committee Members in the Finance Department, not by all members of the Selection Committee.** Proposal packages will be reviewed and evaluated in accordance with the following criteria and weighting factors:

**ABILITY OF FIRM AND ITS PROFESSIONAL PERSONNEL (0 - 40 POINTS)**

1. Review the level of qualifications and experience of the firm and project team and appropriateness of the organization of the project team.
2. Review the professional resources available to properly provide services as requested in the RFQ document.
3. Reviews the project team to insure the team proposed contains all critical disciplines required.
4. Prime team proposed should have exceptional professional resources to properly provide services.
5. The project manager and proposed team should be uniquely qualified to provide the desired services.

Below Average.....0 Points  
 Average.....10 Points  
 Above Average..... 20 Points  
 Well Above Average.....30 Points  
 Outstanding.....40 Points



**FIRM’S EXPERIENCE WITH PROJECTS OF SIMILAR SIZE AND PAST PERFORMANCE (0 - 30 POINTS)**

1. Reviews the firms experience with projects of similar size, type and scope and the performance on those specific projects.
2. The prime firm must have adequate, recent (within the past five years) experience with projects of similar types as defined in the RFP document.
3. Experience pertaining to specific City of Bunnell projects will also be considered. City of Bunnell staff shall not however furnish references for such projects.
4. The scope of services provided should represent projects that are similar to those defined in the RFQ document.
5. The overall performance of the firm relative to projects of similar size and scope should be evaluated.

Below Average.....0 Points  
 Average.....10 Points  
 Above Average..... 15 Points  
 Well Above Average.....20 Points  
 Outstanding.....30 Points

**EFFECTS OF THE FIRMS CURRENT AND PROJECTED WORKLOAD (0 - 30 POINTS)**

1. Evaluates the workload commitments that will impact the firm’s ability to complete services on schedule.
2. The submittal should demonstrate that the firm has adequate time available and personnel to complete services on schedule and additional backup staffing capability in the event of unforeseen circumstances.

Below Average.....0 Points  
 Average.....10 Points  
 Above Average..... 15 Points  
 Well Above Average.....20 Points  
 Outstanding.....30 Points

**VIII. INSURANCE REQUIREMENTS**

A. The Responder shall procure and maintain, at its sole expense during the life of the engagement, insurance of the types and the minimum amounts stated below.

<u>Type</u>	<u>Amount</u>
Professional Liability/Errors & Omissions	\$1,000,000
Comprehensive General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000

B. Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the City Commission. Prior to commencing any work under the engagement letter, certificates evidencing the maintenance of said insurance shall be furnished to and approved by the City.

C. The insurance shall provide that no material alteration or cancellation, including non-renewal, shall be effective until thirty (30) days after receipt of written notice by the City; provided, however, that for the professional liability insurance, in lieu of the foregoing requirement, the City in its sole discretion, may agree to accept notice of such material alteration or cancellation from the Responder.

D. The insurance procured for the Responder shall name the City of Bunnell as an additional

insured on the comprehensive general liability.

## **IX. PROPOSAL SUBMISSION**

Qualification Statements shall include the following:

All Responders shall submit one (1) **original** and five (5) **bound** copies of their documents on letter size paper in a sealed envelope or package along with an electronic copy in pdf format on USB or CD of the full response. Proposals **must** include all items shown in this.

1. Cover Letter: The cover letter shall be addressed to Ms. Sandi Bolser, City Clerk. Cover letter should state if the firm qualifies for minority designation.
2. Listing of proposed consultant team and Project Manager, including anticipated sub consultants with names, addresses and contact information
3. Provide a work history of similar projects completed by the Consultant (including references and their telephone numbers), and an estimate of the Consultant's current workload or a forecast of the Consultant's ability to assign resources to the project to complete in the time frame noted in the RFQ.
4. Completed Conflict, Non-Conflict of Interest Statement/Litigation Statement (attached Form A).
5. Completed Drug-Free Workplace Certification (attached Form B).
6. Copy of firm's certificate of insurance.
7. Copy of Prime Engineering firm's current Florida Professional License renewal
8. Copy of W-9

Details: **40 single page limit**. Total page limit excludes (7) described forms.

## **X. INQUIRIES AND ADDENDA**

Each Respondent shall examine the RFQ document and shall judge all matters relating to the adequacy and accuracy of this document. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the RFQ shall be made through the City of Bunnell's Utilities Manager Michael Baldwin at 201 W Moody Blvd., Bunnell, FL 32110, or email [mbaldwin@bunnellcity.us](mailto:mbaldwin@bunnellcity.us). The City shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. It shall be the responsibility of each Respondent, prior to submitting the proposal, to determine if addenda were issued and to make such addenda a part of the proposal.

## **XI. RESPONDER PREPARATION EXPENSES**

Each responder preparing a proposal in response to this request shall bear all expenses associated with their preparation. Responders shall prepare a response with the understanding that no claims for reimbursement shall be submitted to the City for the expense of preparation or presentation.

## **XII. RIGHT TO PROTEST**

Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may seek resolution of his/her complaints by contacting the City Manager.

**XIII. NO CORRECTIONS**

Once a competitive proposal is submitted, the City shall not accept any request by any proposer to correct errors or omissions in any calculations or competitive price submitted.

**XIV. OPENNESS OF PROCUREMENT PROCESS**

Written competitive proposals, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall be handled in compliance with Chapters 119 and 286 Florida Statutes. The City gives no assurance as to the confidentiality of any portion of any proposal once submitted.

**XV. NO COLLUSION**

By offering a submission to the RFP, the proposer certifies the proposer has not divulged to, discussed or compared his/her competitive proposal with other proposers and has not colluded with any other proposers or parties to this competitive proposal whatsoever

**XVI. INFORMALITY WAIVER/REJECTION OF PROPOSALS**

The City reserves the right to reject any or all responses and to waive any irregularity, variance or INFORMALITY whether technical or substantial in nature, in keeping with the best interest of the City.

**XVII. APPROPRIATIONS CLAUSE**

The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall thereafter be released of all terms and other conditions.

**CONFLICT/NON-CONFLICT OF INTEREST STATEMENT**

(Form A)

**CHECK ONE**

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

**OR**

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

**LITIGATION STATEMENT**

**CHECK ONE**

The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME (PRINT OR TYPE)

\_\_\_\_\_  
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

***THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL***

**CITY OF BUNNELL**

**DRUG-FREE WORKPLACE CERTIFICATION**

(Form B)

Does your Agency have a Drug-Free Workplace Program:                      Yes: \_\_\_\_\_      No: \_\_\_\_\_

In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5 ) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE