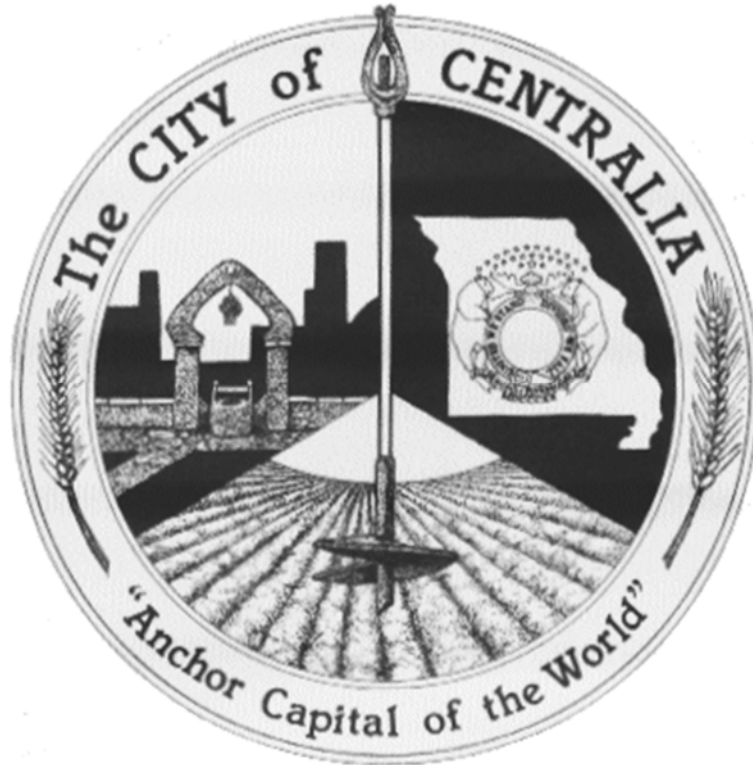


# CITY OF CENTRALIA, MISSOURI REQUEST FOR QUALIFICATIONS



## PROFESSIONAL SERVICES CITY ATTORNEY SERVICES

### SUBMITTAL DEADLINE

July 27, 2017 at 2:00 p.m.

**CITY OF CENTRALIA**

**NOTICE**

Sealed qualifications will be received by the City Clerk at the City Hall, 114 S. Rollins St., Centralia, Missouri, until **July 27, 2017 at 2:00 p.m.** Qualification packets will not be accepted after said date and time. Electronic submittals are not accepted.

Responders must obtain copies of the qualification documents for bidding purposes from the City Clerk, Heather Russell at [heather@Centralia.com](mailto:heather@Centralia.com) or by phone at (573) 682-2139.

**PROFESSIONAL SERVICES FOR:**

City Attorney Services

**TENTATIVE SELECTION SCHEDULE**

Packets mailed:	June 28-July14, 2017
Submittal Closing Date:	July 27, 2017 at 2:00 p.m.
Board Approval	August 14, 2017
Contract approved	August 21, 2017

Requests for information related to this RFQ should be directed to:

Matt Harline, City Administrator  
Telephone: (573) 682-2139  
E-Mail: [cityadmin@centraliamo.org](mailto:cityadmin@centraliamo.org)

## Instructions

1. **Qualification/Quote Forms:** Qualifications must be submitted utilizing the forms attached herein and all information and certificates called for thereon must be furnished and must be written in ink or typewritten. Qualifications submitted in any other manner or which fail to furnish all information or certifications required may be rejected.
2. **Qualification Envelope:** Envelopes containing the qualifications must be sealed and addressed to:

City of Centralia – Legal Services  
Heather Russell  
City Clerk  
114 S. Rollins St.  
Centralia, Missouri 65240

The City requests that an electronic copy be submitted once requested after RFQs are opened on July 27, 2017 after 2:01 p.m. from all the firms that have sent an acceptable SOQs.

3. **Late Qualifications:** A late qualification is one received after the July 27, 2017 at 2:00 p.m. local time, at the time and place as stated. The decision as to the correct time for the openings shall be made by the City Administrator of the City of Centralia, and that decision shall be final. Qualifications received after the deadline date and time will be returned unopened. It shall be the responsibility of those submitting a qualification to assure themselves that their qualification has been received by the City Clerk for the City of Centralia.
4. **Waiver of Informalities:** The City may, at its election, waive any minor informalities or irregularities in qualifications received or reject any or all qualifications.
5. **Receipt of Qualifications:** Sealed qualifications/quote will be received by the City of Centralia, City Clerk 114 S. Rollins St, Centralia, Missouri, 65240, until July 27, 2017 at 2:00 p.m.
6. **Determination and Notification of Sealed Qualification:** At a Board of Aldermen meeting after the date on which qualifications are received, the Board will consider the recommendation of City Staff for award of a contract or hiring of an employee. The City Administrator will notify all firms of the determination of the Board in this matter.

## **CITY ATTORNEY SERVICES**

**OPPORTUNITY** - The City of Centralia, Missouri is seeking a law firm or individual attorney to provide City Attorney services on a contract basis or as an employee of the City of Centralia on a salary basis. Law firms and attorneys are invited to submit qualifications for the provision of these services. In addition, interested parties may apply for the position by submitting an application to be hired as a permanent part-time exempt employee (salary without overtime). In order to be considered qualifications must address each of the concerns requested in this document. If the City chooses to contract for services, as opposed to hire an employee to serve the duties of City Attorney, the City desires to enter into an initial contract for one year with annual renewals as provided for in the draft contract included.

The City Attorney shall be appointed and compensation determined by the Mayor with the advice and consent of four (4) out of six (6) members of the entire Board of Aldermen as provided for in Ordinance 2887, adopted March 20, 2017, which replaces Section 2-55 of the Centralia City Code. A recommendation will be made by an Ad-Hoc Committee appointed by the Mayor approved by the Board of Alderman that is made up of the Mayor, the City Administrator and Alderman David Wilkins. This committee may choose to interview one or more candidates.

The following Request for Proposal is written with the assumption that the City will choose to contract with a firm or individual attorney. However, this should not be taken as any indication of a preference, it is merely to a matter of convenience. Any prospective applicant for employment (as opposed to service on a contractual basis) should familiarize themselves with the description of the job in this document.

### **SCOPE OF SERVICES**

The City Attorney will be required to provide general municipal counsel, basic legal services, and advice on special projects. The City requests one attorney be designated as the point of contact or lead attorney. Accessibility to and a timely response from the attorney is essential to the position.

The City attorney shall represent the City in all legal matters in which the City is a part of or interested in or in which any of its officers are parties in their official capacity. The level of involvement of the individual or firm will be defined by the City Administrator or the Mayor and/or Board of Aldermen.

- ❖ Attend all Board of Aldermen meetings and attend other meetings as assigned by the Mayor, Board of Aldermen, or City Administrator.
- ❖ Serve as legal advisor to and counsel for the City Mayor, Board, Special Committees, Boards/Commissions, Department Heads and City employees engaged in City business when authorized by the Mayor or City Administrator.
- ❖ Provide guidance on personnel matters, including employee disciplinary, termination and grievance matters.
- ❖ Draft, review or present all agreements, bonds, contracts, ordinances, resolutions, staff reports, and other written instruments pertinent to City functions or that will be considered by the

Board of Aldermen or the City Administrator and provide a legal opinion as to the consequences of such documents.

- ❖ Have experience in land use rights in Missouri and the ability to draft, review, and present legal documents relative to acquisitions, easements, variances, rights-of-way, and other land uses to include property acquisition, annexation and zoning.
- ❖ Conduct appropriate research and provide legal opinions on a variety of topics as may be requested.
- ❖ Must be familiar with State Statutes, City Code, Comprehensive Plan (once adopted), and Roberts Rules of Order and be prepared to advise the Board on any matters relating to compliance with the same.
- ❖ City attorney and or firm will be required to attend at a minimum all regular Board of Aldermen meetings, Planning and Zoning Commission and Zoning Board of Adjustment meetings. Additional attendance at occasional Committee Meetings of the Board of Aldermen and special meetings may be required.
- ❖ Prepare correspondence and other legal documents on behalf of the City as directed.
- ❖ Provide legal updates, bulletins and training to City staff as needed or as changes in the law require.

## **QUALIFICATIONS**

The person appointed shall be at a minimum a licensed Member of the Missouri Bar and shall have been engaged in the active practice of law in the State of Missouri and meet all other requirements specified in the Centralia City Code Section 2-51 through 2-53

Preferred qualifications include graduation from an accredited law school with a Juris Doctor degree in law, five (5) years of experience as a practicing municipal attorney and a license to practice law in Missouri, with a State Bar Association membership in good standing. Experience with Missouri municipalities and knowledge of Municipal Law, Sunshine Law and Contract Law.

**If you have any questions, please contact City Administrator Matt Harline at (573) 682-2139.**

**EXAMPLE DOCUMENT  
CONTRACT FOR LEGAL SERVICES**

*Request for Qualification/Quote*

Appendix A will be negotiated/finalized with the successful Attorney/Firm and included at a later date.

**AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES**

Agreement made this \_\_\_\_\_, 2017 between \_\_\_\_\_, an entity organized and existing under the laws of the State of \_\_\_\_\_, with its principal office located at \_\_\_\_\_, hereafter referred to as the **Attorney/Firm**, and The City of Centralia, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 114 S. Rollins St., Centralia, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of \_\_\_\_\_ and coincidental with the Mayor's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

**ARTICLE I  
THE WORK**

Attorney/Firm agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Attorney/Firm agrees to provide professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within this RFQ including termination clauses as needed or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

**ARTICLE II  
TIME OF COMMENCEMENT AND COMPLETION**

The work shall begin upon Council approval and Mayor's signature. The City desires to enter into a contract for one year which shall automatically renew for two - one year periods thereafter.

ARTICLE III  
CONTRACT SUM AND PAYMENT

The City agrees to pay the Attorney/Firm according to fee schedule with no fee increases for the first year.

ARTICLE IV  
CONTRACT PAYMENT

The City agrees to pay the Attorney/Firm for the completed work as follows:

The Attorney/Firm shall provide the City with monthly billings. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Attorney/Firm's work. The City will be the sole judge as to the sufficiency of the work performed.

In the event of the Attorney/Firm's failure to perform any of his duties as specified in this contract and addendums, or to correct an error within the time stipulation agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made upon receipt of invoices.

ARTICLE V  
INSURANCE REQUIREMENTS

Insurance shall be provided as outlined below and made a part of the final Contract.

All policies for liability protection, bodily injury, or property damage shall include the City of Centralia as an additional insured as such respects operation under this contract (except for Worker's Compensation and Professional Liability coverage).

Attorney/Firm agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

ARTICLE VI  
RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Attorney/Firm may rely.

The Attorney/Firm's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Attorney/Firm), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Attorney/Firm. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the

Attorney/Firm shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Attorney/Firm agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract.

Attorney/Firm agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment and fair labor standards.

Attorney/Firm also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

#### ARTICLE VII TERMINATION OF AGREEMENT

With Cause – If Attorney/Firm fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Attorney/Firm to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. If the Attorney/Firm fails to correct any default after notification of such defaults, the City shall have the right to immediately terminate this agreement by giving the Attorney/Firm ten (10) days written notice.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Attorney/Firm at the address listed below. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with Appendix B specifications.

#### ARTICLE VIII ARBITRATION

In case of a dispute, the Attorney/Firm and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties. Arbitration must be mutually agreed upon by both parties prior to being undertaken.

#### ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the Attorney/Firm must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- \* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees



proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

**ARTICLE XI  
ENTIRE AGREEMENT**

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Attorney/Firm agrees that it has not relied upon any representations of Attorney/Firm as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Centralia the day and year first above written.

**IN WITNESS WHEREOF**, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

**THE CITY OF CENTRALIA, MISSOURI**

By: \_\_\_\_\_  
Tim Grenke, Mayor

Attest: \_\_\_\_\_  
Heather Russell, City Clerk

***(ATTORNEY/FIRM'S NAME)***

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

## **Appendix A**

### **Scope of Services**

The actual 'scope of services' will be finalized during negotiations with the selected firm.

## **Appendix B**

### **General Terms and Conditions**

#### **A. *Procedures***

The extent and character of the services to be performed by the Attorney/Firm shall be subject to the general control and approval of the City Administrator in consultation with the Mayor and Council or their authorized representative(s). The Attorney/Firm shall not comply with requests and/or orders issued by any other person. The City Administrator will designate his/her authorized representatives in writing. Both the City of Centralia and the Attorney/Firm must approve any changes to the contract in writing.

#### **B. *Contract Period***

Award of this contract is anticipated prior to the end of August 2017 and run for an initial term of two years.

#### **C. *Hold Harmless Clause***

The Attorney/Firm shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Centralia, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Attorney/Firm or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

D. *Insurance Requirement*

The Attorney/Firm shall provide proof via Certificate of Insurance of the following coverages:

- Workers' Compensation at statutory limits;
- Professional Liability - Errors & Omissions: \$1,000,000 per occurrence with an aggregate of \$2,000,000;

The City of Centralia should be named as and Additional Insured for the Professional Liability and General Liability coverages.

E. *Exemption from Taxes*

The City of Centralia is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Attorney/Firm shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Attorney/Firm; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Attorney/Firm, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Attorney/Firm will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each sub Attorney/Firm or vendor used by the Attorney/Firm.

G. *Invoicing and Payment*

The Attorney/Firm shall submit invoices electronically to the email addresses specified in Appendix A, for services outlined above in the scope of services under Appendix A.

H. *Cancellation*

The City of Centralia reserves the right to cancel and terminate this contract in part or in whole without penalty upon 60 days written notice to the Attorney/Firm. Any contract cancellation notice shall not relieve the Attorney/Firm of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. *Contractual Disputes*

The Attorney/Firm shall give written notice to the City of Centralia of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Centralia shall reduce their decision to

writing and mail or otherwise forward a copy thereof to the Attorney/Firm within thirty (30) days of receipt of the claim.

City decision shall be final unless the Attorney/Firm appeals within thirty (30) days by submitting a written letter of appeal to the City Administrator, or his designee. The City Administrator shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

K. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Centralia codes.

L. *Drug/Crime Free Work Place*

The Attorney/Firm acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Centralia property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

The Attorney/Firm further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Centralia in addition to any criminal penalties that may result from such conduct.

M. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Attorney/Firm shall remain in effect for the duration of the contract. No escalation of fees will be allowed except at the time of contract renewal. Fees for

N. *Rejection of Qualifications*

The City reserves the right to reject any and all qualifications, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

N. *Affidavit of Work Authorization and Documentation:*

Pursuant to 285.530 RSMo, the Attorney/Firm must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- \* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

**PLEASE NOTE: The following affidavit needs to be completed and returned with RFQ response.**

**AFFIDAVIT OF WORK AUTHORIZATION**

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:** Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:** Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:** A person acts knowingly or with knowledge,

(a) with respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or

(b) with respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:** An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who, being duly sworn, states on his oath or affirmation as follows:

Name/Attorney/Firm:

\_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Attorney/Firm is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Centralia: Profession Legal Services.
- 3 Attorney/Firm does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 4 Attached hereto is documentation affirming Attorney/Firm’s enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

**(Company Name)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
\_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

*PLEASE NOTE:* Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

- 1 A valid, completed copy of the first page identifying the Attorney/Firm; and
- 2 A valid copy of the signature page completed and signed by the Attorney/Firm, the Social Security Administration, and the Department of Homeland Security - Verification Division.

**INSTRUCTIONS**

**City Attorney Services**

**(2) QUALIFICATION SETS WHICH INCLUDE:**

**COVER LETTER/TRANSMITTAL LETTER  
COMPANY INFORMATION  
AFFIDAVIT OF WORK AUTHORIZATION  
QUALIFICATION FORMS A-C**

**MUST BE RECEIVED BY:**

**July 27, 2017 at 2:00 p.m.**

**Qualification Envelope:** Envelopes containing the qualifications must be sealed and addressed to:

City of Centralia – Legal Service  
Heather Russell  
City Clerk  
114 S. Rollins St.  
Centralia, Missouri 65240



**QUALIFICATION FORM A**

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

I (authorized agent) \_\_\_\_\_ having authority to act on behalf of (Company name) \_\_\_\_\_ do hereby acknowledge that (Company name) \_\_\_\_\_ will be bound by all terms, costs, and conditions of this proposal for a period 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
Street

ADDRESS: \_\_\_\_\_  
City State Zip

PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

DATE: \_\_\_\_\_  
(Month-Day-Year) Signature of Officer/Title

DATE: \_\_\_\_\_  
(Month-Day-Year) Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):  
Check One:

- \_\_\_\_\_ MBE (Minority Owned Enterprise)
- \_\_\_\_\_ WBE (Women Owned Enterprise)
- \_\_\_\_\_ Small Business

## QUALIFICATION FORM B

### CONTRACTOR DISCLOSURES

*The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.*

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise?

Yes \_\_\_ No \_\_\_

2. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project?

Yes \_\_\_ No \_\_\_

3. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked?

Yes \_\_\_ No \_\_\_

4. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers?

Yes \_\_\_ No \_\_\_

5. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company?

Yes \_\_\_ No \_\_\_

6. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws?

Yes \_\_\_ No \_\_\_

*\*With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*

9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business?

Yes \_\_\_ No \_\_\_

10. Has the Firm been the subject to any bankruptcy proceeding?

Yes \_\_\_ No \_\_\_

**Legal Matters**

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

\_\_\_ Yes \_\_\_ No      *If yes, provide details in an attachment.*

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

\_\_\_ Yes \_\_\_ No      *If yes, provide details in an attachment.*

**Required Representations**

In submitting this RFQ, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

1. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
2. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the City of Centralia’s requirements for Workers’ Compensation Insurance.
3. The Firm represents that it has no conflicts of interests with the City of Centralia if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
4. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

## QUALIFICATION FORM C

### **EXPERIENCE / REFERENCES**

Please provide THREE references where your firm has performed similar work to what is being requested in the RFQ and within the past 36 months. Please include ONLY the following information on Form C. Additional background on similar projects completed within the last 36 months can be attached.

- Name
- Contact
- Title
- Mailing Address
- Telephone Number
- Email address if known

\*Please list any Municipalities that you have done work for in the past 36 months.