



**REQUEST FOR QUALIFICATIONS
PROFESSIONAL SERVICES: RFQ# 10-03
INFORMATION FOR THE PROPOSERS**

**SECTION # 1
INTRODUCTION**

The Town of Cutler Bay (the Town), a municipality located in Miami-Dade County, Florida, desires to receive qualifications for the selection of a firm (the Consultant) to provide Professional Services (the Services) to the Town on in the Development of a Stormwater Assets Inventory.

The Town intends to execute an agreement with selected Consultant to providing such services. The Town guarantees that all of the services identified in this Request for Qualifications (RFQ) will be assigned to the Consultant during the term of the Agreement.

1.1 SCHEDULE OF EVENTS

No	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFQ & Cone of silence begins	8/31/2010	9:00 AM
2	Mandatory Pre-RFQ-Response Meeting	9/16/2010	1:00 PM
3	Deadline to Submit Questions	9/17/2010	4:00 PM
4	Deadline to Town Responses to Questions	9/21/2010	5:00 PM
5	Deadline to Submit RFQ-Response	9/27/2010	11:00 AM
6	Announcement of selected Consultants/Cone of Silence ends	TBA	TBA

*The Town reserves the right to change the scheduled dates and time.



1.2 ELIGIBILITY

In addition to other requirements stated in this document, to be eligible to respond to this RFQ, the Consultant must have successfully provided within the past ten (10) years services similar to those in Section 2.2 of this RFQ. Each Consultant shall meet all legal, technical and professional requirements for providing the requested Services.

The respondents shall furnish such additional information as the Town may reasonably require. This includes information that indicates financial resources as well as ability to provide and maintain the system and/or services. The Town reserves the right to make investigations of the respondents' qualifications or any of its agents, as it deems appropriate.

1.3 ADDENDA

If the Town finds it necessary to add to, or amend this document prior to the Response submittal deadline, the Town will issue written addenda/addendum. Each Consultant must acknowledge receipt of each addendum by signing the acknowledgement (Appendix A) and providing it with its Response.

1.4 CERTIFICATION

The signer of the Response (to this RFQ) must declare by signing Appendices A and B that the person(s), firm (s) and parties identified in the Response are interested in and available for providing the services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response.

1.5 PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Town in connection with responses shall become property of the Town and shall be deemed to be public records subject to public inspection.

1.6 RETENTION OF RESPONSES

The Town reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Consultant is selected.



1.7 QUESTIONS AND CLARIFICATIONS:

All requests for information and/or clarification should be submitted in writing to:

Town Clerk
Attn: Stormwater Assets Inventory RFQ #10-03
Public Works Department
Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189
Phone: (305) 234-4262 / Fax: (305) 234-4251
Email: townclerk@cutlerbay-fl.gov

1.8 TOWN AUTHORITY

Proposals will be selected at the sole discretion of the Town. The Town reserves the right to waive any irregularities in the request process, to reject any or all proposals, or to reject a proposal which is in any way incomplete or irregular. Proposals received after the deadline will not be considered.

1.9 CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

Ordinance 06-11; Town Code Chapter 8A. Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

Vendors' Campaign Contribution Disclosure:

1. General requirements:

- (A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official of the Town, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.
- (B) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.
- (C) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.
- (D) If an existing vendor makes a contribution the vendor must report the same to the clerk within ten days of its acceptance or prior to being awarded any additional contract or renewal, whichever occurs first.
- (E) The Town Clerk shall file a quarterly report with the Council, which lists all the vendor disclosures in the quarter.



2. Disqualification

(A) As per Section 7.6 of the Town Charter, if a Vendor of products or services who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a campaign contribution to a Town candidate and fails to disclose it then he/she/it shall be barred from selling any product or service to the town for a period of two years following the swearing in of the subject elected official.

1.10 CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The entirety of these provisions can be found in the Town's Purchasing Ordinance, Town Ordinance 06-22. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:

A potential vendor, service provider, proposer, bidder, lobbyist, or consultant; and the Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFQ, RFP and bid after the advertisement of said RFQ, RFP, or bid. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which time the Town Manager makes his or her written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the Town Council during any duly noticed public meeting;
- (4) communication in writing at any time with any Town employee, unless specifically prohibited by the applicable RFQ, RFP or bid documents. The bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- (5) communications regarding a particular RFQ, RFP or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFQ, RFP or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;



- (6) communications with the Town Attorney and his or her staff;
- (7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation;
- (8) any emergency procurement of goods or services pursuant to Town Code;
- (9) responses to the Town's request for clarification or additional information;
- (10) contract negotiations during any duly noticed public meeting;
- (11) communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a particular bidder or proposer shall render any RFQ award, RFP award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager.

1.11 LOBBYIST REGISTRATION

Proposers must also comply with all Town Charter sections and Code provisions that pertain to lobbyists, including Section 7.6 of the Town Charter and implementing ordinance(s), including Sec. 2-11(s) of the Town Code and Ordinance 07-02. Please contact the Town Clerk at (305) 234-4262 for additional information.

[SPACE LEFT BLANK INTENTIONALLY]



SECTION # 2

SERVICES NEEDED BY THE TOWN

2.1 GENERAL BACKGROUND

The Town is committed to efficient government administration. A small core of the Town staff has been serving its residents, businesses and visitors exceptionally well through their dedication and with the help of consultants, contractors, and service providers who also have been committed to providing quality products at competitive prices. We expect to continue this tradition.

Pursuant to Chapter 287.055, Florida Statutes, the Town intends to retain consultants to provide professional services in the Service Areas identified in Section 1.0 and described further in the Section 2.2. In order to fulfill the needs of quick response and professional expertise, the Town intends to retain one (1) Consultant.

While pursuing this RFQ process, the Town reserves the right to award contracts to Consultants who will best serve the interests of the Town and whose Responses are considered by the Town to be the most responsive and most responsible.

The Town reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the Town reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors as well as the staff identified in the Response.

The Town also reserves the right to waive minor variations or irregularities in the Responses.

2.2 SCOPE OF SERVICES

The Consultants can expect to provide services including, but not limited to the tasks identified below:

- Task 1 – Project Coordination
- Task 2 – Drainage System Data Collection Assessment
- Task 3 – Drainage System Data Collection and Surveying
- Task 4 – GIS Shapefile and Geospatial Database Development



Below is a description of the level of effort associated with each of these tasks.

Task 1 – Project Coordination

CONSULTANT become familiar with the following: but not limited to: Stormwater Master Plan Stormwater Improvement Projects and County Stormwater Projects within the Town’s boundary. CONSULTANT will attend three (3) coordination meetings with the TOWN Public Works staff to coordinate data assessment and collection tasks, identify data collection requirements and provide status of the project during critical milestones. CONSULTANT will also attend three (3) meetings with the TOWN’s to coordinate geospatial database structure, format of GIS shapefile development and implementation of GIS data with gbaMS Stormwater Module.

Task 2 – Drainage System Data Collection Assessment

As part of the TOWN’s Stormwater Management Master Plan (SMMP) development, TOWN procured some preliminary catch basin and outfall GIS shapefiles based on drainage map schematics provided by the COUNTY. These shapefiles do not identify whether the catch basins and outfalls are located within public right of ways or private properties. These shapefiles also do not include drainage pipe data and elevations. CONSULTANT will use the County property appraisers GIS database to identify catch basins and outfalls that are located within public right of ways as well as field verified.

CONSULTANT will develop an overall map of the current catch basins and outfalls locations within the TOWN and provide this map to the TOWN’s Public Work staff. CONSULTANT will revise the GIS shapefiles to include the location of additional catch basins and outfalls identified in the field by TOWN staff.

Using the information collected and GIS shapefile refinements performed as part of this task, CONSULTANT will develop drainage infrastructure maps to determine which catch basins and outfalls will need to be surveyed in the field as part of Task 3 and which information need to be collected. These maps will guide the surveyor for this project in the field and will include unique structure identifiers to properly catalog data collection in the field.



Task 3 – Drainage System Data Collection and Surveying

CONSULTANT will survey catch basins and outfalls located within public right of ways throughout the TOWN. CONSULTANT will use the drainage infrastructure maps to be developed as part of Task 2 to identify the catch basins and outfalls to be surveyed. Based on preliminary information available to date, it is anticipated that the following number of catch basins and outfalls will be required to be surveyed by sub-basin and other public right of ways: an estimated total of 500 catch basins and 69 outfalls will be surveyed.

For each catch basin, the following survey information will be collected:

- Horizontal location
- Top of grate or inlet elevation
- Bottom elevation
- Catch basin/inlet type
- Basic catch basin dimensions
- Pipe size, material and invert elevations of all pipes connected to the catch basin
- Identification of baffles if installed within the catch basin
- Minimum of 2 Digital photograph of catch basin for informational purposes

For each outfall, the following survey information will be collected:

- Horizontal location
- Pipe size and material
- Invert elevation
- Headwall type (if any)
- Minimum of 1 Digital photograph of outfall for informational purposes

The survey horizontal control will be based on the North American Datum (NAD) 83/99, and the vertical control will be based on the National Geodetic Vertical Datum (NGVD) of 1929, which was established previously during the initial survey completed by CONSULTANT for the TOWN. CONSULTATN will also provide converted elevations relative to North American Vertical Datum (NAVD) of 1988 using a constant conversion factor for the entire TOWN. Survey equipment proposed for the survey activities will include Real Time Kinematic (RTK) GPS equipment to expedite data collection, and the anticipated horizontal and vertical accuracy will be +/- 0.2 feet and +/- 0.3 feet, respectively.



Task 4 – GIS Shapefile and Geospatial Database Development

CONSULTANT will use the information collected as part of Task 1 through 3 to develop GIS shapefiles or geospatial databases for all known catch basins and outfalls within the TOWN. This information will also be used to identify the secondary drainage network connectivity within public right of ways. CONSULTANT will also use the primary culvert survey information and canal cross section data collected as part of the SMMP to develop additional drainage infrastructure shapefiles and geospatial databases.

At a minimum, the geospatial databases will include the following information:

- Structure type: catch basin, curb inlet, ditch bottom inlet, outfall, culvert, etc.
- Available structure dimensions
- Associated Sub-Basin
- Whether structure is within public right of way of private property, this will be utilized when a structure interconnects to a Public ROW drainage.
- Pipe network connectivity
- Pipe sizes, materials, and inverts
- Location of baffles and fish grates
- Location and data of available canal cross sections

As part of this task CONSULTANT will link all available photographs to each applicable GIS structure object so the conditions of the structure can be viewed within GIS. CONSULTANT will also develop Metadata for all shapefiles and geospatial databases developed as part of this project. The Metadata will provide documentation of the spatial data, describing content, quality, conditions and other characteristics of the data sets.

CONSULTANT will provide all shapefiles or geospatial databases developed as part of this task to the TOWN's. CONSULTANT will be responsible for coordination of incorporation of GIS information into the TOWN's Stormwater Infrastructure Management System. CONSULTANT will develop applicable drainage infrastructure atlas maps consistent with other infrastructure atlas maps, (1) one square mile maps.



II. SCHEDULE

CONSULTANT will complete the work items outlined in the Scope of Work within six (6) months of receiving “Notice to Proceed” from the TOWN.

III. EXCLUSIONS

The services outlined below are not included as part of the Scope of Work, although additional service orders can be executed to assist the TOWN with these services if necessary:

- Topographic surveys
- Boundary or property surveys
- Catch basin, inlet or outfall cleaning

IV. COMPENSATION

CONSULTANT will be compensated for the work outlined in the Scope of Work.

Anticipated Quantities		
Structure Type:		Quantity
Catch Basin (Any Inlet Type also includes Man Holes)		500
Outfalls Above Water		0
Outfall Below Water		0



SECTION # 3
RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

Six (6) signed (one original and five (5) photo copies) Responses shall be submitted in one sealed package, clearly marked on the outside "RFQ #10-03, PROFESSIONAL SERVICES". The outside of the sealed envelope shall also show the name of the Prime Consultant.

All sealed Qualification packages must be received at the receptionist's desk in the Town Hall located at 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189, by **11:00 AM, September 27, 2010**, at which time their receipt will be publicly documented by the Town Clerk or her designee(s).

All Responses must be received by the Town clerk by the due date and time. All Responses received after the due date and time will not be considered.

3.1 RESPONSE //(QUALIFICATION PACKAGE) PREPARATION

Each consultant shall submit one (1) original and five (5) bound photocopies of each Response. Each Response shall be limited to eighteen (18) pages (paper size 8.5"x11,"printed on only one side of the paper, single or the larger spacing, font size not less than 11) excluding the Certificates and Appendices A, B and C. The sections shall follow the order given on the next page. The twenty-(20)-page limit is for items 1 to 9 on the next page. No material other than that listed in this Section shall be included in the Response.

1. A **one-page** cover letter indicating the Consultants' interest in providing the services to the Town and a statement on why the consultant should be selected for the award. The letter shall include the name of the Prime Consultant and those of the subconsultants, explanation of the type of contractual agreement between them, if different from that of Prime and subconsultant. A representative who is authorized to contractually bind the Consultant shall sign this letter.
2. A **one-page** table of contents identifying the sections and page numbers.
3. A **one-page**, proposed organization chart identifying key professionals, their area(s) of responsibility and extent of their availability.
4. A **two-page** history of all the consultant(s).
5. **Up to four (4), one-page** resumes of the persons, including the Project Manager that will be assigned to the Town projects, if the Town selects the Consultant.
6. **Up to two (2), one-page**, a table showing all current and recently completed private and public (local municipal, county, regional and state) sector clients of all the consultants. The table shall include for each client: (a) the length of the contract; (b) the scope of services provided; (c) the type of contract (pro bono, retainer, project based fee, other); (d) specific accomplishments, if any; and (e) a contact name, phone number and e-mail address for each client. If the Consultant team includes subconsultant, there must be at least one project for each subconsultant. The Consultant may select suitable clients/projects, if the list exceeds two-page limit.



7. **Up to a two (2), one-page,** a narrative on projects completed on time and in budget after 1/1/2005.
8. **Up to four (4), one-page,** a description of projects providing services similar to those identified in the scope of services over the last ten (10) years. The emphasis shall be given to the projects in Florida AND the tasks performed by the four persons identified in the Response
9. **Up to three (3), one-page,** copies of any press articles, profiles, commendations, awards etc. The emphasis shall be given to the projects completed in Florida AND the projects of the four persons identified in the Response
10. **Six (6) pages,** completed any Appendices A, B and C.
11. Proofs of authorization to transact business in the State from the Florida Secretary of State, from prime as well as supporting firms

3.2 RESPONSE EVALUATION CRITERIA

The selection committee will evaluate the Responses based on the criteria listed below. The points assigned to each criterion are also given:

1. Credentials and accomplishments of the other (up to 3) members **(25 Points)**
2. Quality of the projects and accomplishments of the Consultant(s) in providing similar services to entities comparable to the Town **(25 Points)**
3. Consultant's track record of on time and within budget project performance **(20 Points)**
4. Credentials and accomplishments of the Consultant Project Manager **(15 Points)**
5. Credentials and accomplishments of the Consultant in general **(10 Points)**
6. Compliance with the Response preparation and submission requirements **(5 Points)**.



SECTION # 4 **OTHER CONDITIONS**

4.1 TERM OF ENGAGEMENT

One (1) Year, with the option to extend the contract for an additional two-one (1) year term. The Town may terminate the agreement with a sixty (60-days) notice without giving any reason.

4.2 PERMITS, TAXES, LICENSES

The Consultant shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

4.3 LAWS, ORDINANCES

The Consultant shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and professional standards that would apply to this contract.

4.4 INSURANCE

Prior to execution of an agreement with the Town, the successful Consultant shall provide certificates evidencing insurance coverage as required hereunder. Companies authorized to do business under the laws of the State of Florida shall issue all insurance policies. The Certificates shall clearly indicate that the successful Consultant has obtained insurance of the type, amount, and classification as required and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town's representative. Compliance with the foregoing requirements shall not relieve the successful Consultant of its liability and obligations under the agreement.

The successful Consultant shall maintain during the term of the agreement, standard Professional Liability insurance in the minimum amount of one-million-dollars (\$1,000,000) per occurrence.

The successful Consultant shall maintain during the life of the agreement, commercial general liability, including contractual liability insurance in the amount of one-million-dollars (\$1,000,000) per occurrence to protect it and the Town from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the agreement, whether such operations be by the successful Consultant or by anyone directly employed by or contracting with the successful Consultant.



The successful Consultant shall maintain, during the life of the agreement, comprehensive automobile liability insurance in the minimum amount of five-hundred-thousand-dollars (\$500,000) combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the successful Consultant or by anyone directly or indirectly employed by the successful Consultant.

The successful Consultant shall maintain, during the life of the agreement, as law requires adequate Worker's Compensation Insurance and Employer's Liability insurance in at least such amounts as for all of its employees per Florida Statute 440.02.

The Consultant shall also maintain other required insurance coverage specific to the services to be provided.

4.5 NEGOTIATIONS

Fees negotiated will be for the underlying contracts and will be negotiated in accordance with Florida Statutes.

[SPACE LEFT BLANK INTENTIONALLY]



APPENDIX A

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Consultant warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Consultant warrants that they have read, understand and are willing to comply with all of the requirements of the RFQ and the addendum/ addenda nos.

C. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Consultant has not, and will not; pay a fee the amount of which is contingent upon the Town of Cutler Bay awarding this contract. Consultant warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Consultant acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Consultant, if the Consultant is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Consultant: _____

Date: _____



APPENDIX B

NON-COLLUSIVE AFFIDAVIT

State of _____

SS:

County of _____

_____ being first duly sworn, deposes and says

that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:

_____ the Consultant that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or a sham Proposal;

(4) Neither the said Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Consultant or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Consultant or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Town of Cutler Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

_____ By: _____

_____ (Printed Name)

_____ (Title)



ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20____, before me, the undersigned

Notary Public of the State of Florida personally appeared

and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath. or
o Did not take an oath.



APPENDIX C

**SWORN STATEMENT PURSUANT TO
SECTION 287.133 (3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the TOWN OF CUTLER BAY, FLORIDA

By _____

For _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non jury trial, or entry of a plea or guilty or nab contenders.



4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered

In the presence:

By:

(Printed Name)

(Title)



ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or Type as commissioned.)
 Personally known to me, or
 Produced identification:

(Type of Identification Produced)
 Did take an oath. or
 Did not take an oath.