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**REQUEST FOR QUALIFICATIONS**  
**RFQ # 18-03**  
**Cutler Bay Town Center**  
**“Architectural Services”**

**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 for the architecture, design space planning and miscellaneous tenant improvements associated with the Town Center building located at 10720 Caribbean Boulevard, Cutler Bay, Florida 33189.

The Town intends to execute a professional services agreement with a selected Consultant to provide such services.

**1.1 SCHEDULE OF EVENTS**

<b>No</b>	<b>Event</b>	<b>Date*</b>	<b>Time* (EST)</b>
1	Advertisement/ Distribution of RFQ & Cone of silence begins	TBA	9:00 AM
2	<b><u>Mandatory Pre-RFQ-Response Meeting</u></b> 10720 Caribbean Blvd., Suite 105 Cutler Bay, Florida 33189	<b>TBA</b>	<b>3:00 PM</b>
3	Deadline to Submit Questions	TBA	1:00 PM
4	Deadline to Town Responses to Questions	TBA	5:00 PM
5	<b>Deadline to Submit RFQ-Response</b>	<b>TBA</b>	<b>2:00 PM</b>
6	Announcement of selected Consultants/Cone of Silence ends	TBA	2:00 PM

\*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 five (5) years, services similar to those described in Section 2.2 of this RFQ. The Consultant must meet all legal, technical and professional requirements for providing the requested services.

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 those of 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 respondent must acknowledge receipt of each addendum by signing the acknowledgement thereof (Appendix A) and providing it with its response.

## **1.4 CERTIFICATION**

Each responder 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 to provide the services required; 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 person signing any part of the response and cover letter has full authority to bind the person(s), firm(s) and parties identified in the response.

## **1.5 PUBLIC RECORDS**

### **PUBLIC RECORDS**

- a. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- b. Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.



- c. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- d. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- e. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- f. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

**Section 119.0701(2)(a), Florida Statutes**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: Debra E. Eastman, MMC

Mailing address: 10720 Caribbean Blvd., Suite 105  
Cutler Bay, Florida 33189

Telephone number: (305) 234-4262

Email: [deastman@cutlerbay-fl.gov](mailto:deastman@cutlerbay-fl.gov)

**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 respondent or any respondent is selected.



## 1.7 QUESTIONS AND CLARIFICATIONS:

All requests for information and/or clarification should be submitted in writing on or before TBA (5:00 pm), as described in Section 1.1- Schedule of Events:

Town of Cutler Bay  
Town Clerk's Office  
Attn: RFQ #18-03  
Architectural Services  
10720 Caribbean Blvd., Suite 105  
Cutler Bay, FL 33189  
Phone: (305) 234-4262 / Fax: (305) 234-4251  
Email: [deastman@cutlerbay-fl.gov](mailto:deastman@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 the Town Code and 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 contribution to the clerk within the earlier of: ten days of acceptance or prior to the award of the contract or renewal.



- (E) The Town Clerk shall file a quarterly report listing the vendor disclosures in the quarter.

2. Disqualification:

- (A) If a Vendor of products or services, directly or through a member of the person's immediate family, through a political action committee or through any other person, makes a campaign contribution to a Town candidate and fails to disclose it, the vendor shall be barred from selling any product or service to the Town for a period of two years following 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. Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, made applicable to the Town pursuant to Section 2-11(t) (4) thereof, there shall be a "Cone of Silence" associated with this solicitation. The entirety of these provisions can be found in the TOWN's Purchasing Ordinance, Town Ordinance 09-12. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFP") 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 particular RFQ, RFP and bid after the advertisement of said particular RFQ, RFP, or bid. The Cone of Silence shall terminate at the beginning of the Town Council meeting when the Town Manager makes his 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 particular 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 particular 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 particular 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 Chapter 2, Article V, Section 2-236. Please contact the Town Clerk's Office at (305) 234-4262 for additional information.

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## **SECTION # 2**

### **SERVICES NEEDED BY THE TOWN**

#### **2.1 GENERAL BACKGROUND**

The Town of Cutler Bay purchased “The South Dade Tower 2” building located at 10720 Caribbean Boulevard. The existing building was built in 1986 and is six story’s with a mechanical penthouse at the roof level. The total square footage is approximately 78,198 square feet. The second floor through the penthouse is occupied by several tenants. Unoccupied areas are available for leasing throughout the second through penthouse floors. The typical office floor plate is approximately 12,565 square foot.

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 and described further in Section 2.2. In order to fulfill the needs of quick response and professional expertise, the Town intends to retain one (1) consultant in each Service Area.

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.

#### **2.2 SCOPE OF SERVICES**

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

##### **2.2.1 Space Planning**

- Communicate with tenant to include project goals to confirm and further define the space and floor areas being proposed, area allocations, space assignments, adjacency requirements, and discuss and identify general space imagery as well as the general construction budget
- Insure all building codes and access for the disabled are met
- Include furniture plan for permitting process
- Accommodate space for future space needs

##### **2.2.2 Construction Documents:**

- Master Legend – Document for the purpose of outlining interior specifications or interior improvements and listing all symbols used in construction documents.





- Construction Plan – Document for the purpose of architecturally delineate the types of all partitions, doors, design features, information regarding sections and details. In the event of second-generation space, this document may include a demolition plan.
- Fire Protection Plan – Contains all required fire safety to include fire sprinklers, strobes and exit signs.
- Electrical, Data and Telephone Plan – Contains the types and locations of electrical, specialty electrical and power requirements, telephone outlet locations, data locations and specifications.
- Reflected Ceiling Plan - Contains the types of locations of all light fixtures, switch location and ceiling types and materials.
- Finish Plan and Schedule – Document contains paint, wall covering, specialty finishes, floor coverings, types and locations.
- Details – Detailed drawings provided delineating any and all design features, special built-in cabinet work, mill work, etc. And for clarification of all design features.
- Revisions – Revisions for Construction Documents based on the Building Department comments are to be included.

### 2.2.3 Construction Observation

Scheduled site visits and review that construction is in accordance with the design.

## **SECTION # 3** **RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION**

Six signed (one original and five bound copies) responses shall be submitted in one sealed package, clearly marked on the outside "RFQ #18-03, CUTLER BAY TOWN CENTER – ARCHITECTURAL SERVICES. The outside of the sealed envelope shall also show the name of the Consultant.

All responses must be received at the receptionist's desk in the Town Hall located at 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189, by **2:00 PM, TBA**, at which time their receipt will be publicly documented by the Town Clerk or her designee(s).

**NOTE:** A "Mandatory" Pre-RFQ Response Meeting will be held on **TBA at 3:00 PM**. Location: Cutler Bay Town Center 10720 Caribbean Boulevard, Suite 105, Cutler Bay, Florida 33189.





**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 original and five bound copies of each response. Each response shall be limited to twenty (20) 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, Price Sheet (page # 12), 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 through 9 below. 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 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 employee-consultants who are with the firm that is providing the response.
5. **Up to four one-page** resumes of the persons, including the Project Manager, which will be assigned to the team for the Town's project.
6. **Up to two, one-page,** tables showing all current and recently completed private and public (local municipal, county, regional and state) sector projects performed by the members of the team to be used on this project. The table shall include for each project: (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 project. If the Consultant team includes subconsultants, there must be at least one project for each subconsultant. The Consultant may select suitable projects, if the list exceeds two-page limit.
7. **Up to two one-page,** narratives on specific projects completed on time and in budget within the past five (5) years.
8. **Up to four one-page** descriptions of projects providing services similar to those identified in the scope of services over the last five (5) years. The emphasis shall be given to the projects in Florida AND the tasks performed by the persons identified in above in No. 5.



9. **Up to three one-page** copies of any press articles, profiles, commendations, awards and honors. The emphasis shall be given to the projects completed in Florida AND the projects of the persons identified in No. 5 above.
10. **Six** completed price sheets (page 12 hereof) and Appendices A, B, and C (one in each submittal) and all proofs of authorization to transact business in the State from the Florida Secretary of State, for the prime as well as supporting firms.

### **3.2 RESPONSE EVALUATION CRITERIA**

**The selection committee will evaluate the responses based on the criteria and point value listed below.**

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)**.

### **3.3 SHORT-LIST FOR ORAL PRESENTATIONS AND FINAL SELECTION**

A Selection Committee will review all submittals and develop a short-list on the basis of the Responses and will be called for oral presentations. All Consultants and their teams shall be present at the assigned time for a 20-minute presentation followed by up to a ten (10)-minute questions-and-answer session. The Consultants are encouraged to be represented only by the Project Manager and the staff identified in the Response. Additional details on the oral presentations may be provided to the short-listed Consultants. The oral presentation will be worth 25% in the final selection (and the Response will be worth 75%)

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## **SECTION # 4** **OTHER CONDITIONS**

### **4.1 TERM OF ENGAGEMENT**

The agreement term will be for three (3) years, with the option for the Town to extend the agreement for an additional two (2) one-year terms. 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 apply to the agreement.

### **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 from companies authorized to do business under the laws of the State of Florida. 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 these requirements will 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, Worker's Compensation Insurance and Employer's Liability insurance as required by law and in at least such amounts for all of its employees as set out in Florida Statute 440.02.

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

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**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 it has read, understands and is willing to comply with all of the requirements of the RFQ and the addendum/ addenda.

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 the 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 any 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 the proposal submitted 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 required.

Signed, sealed and delivered  
In the presence of

\_\_\_\_\_

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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.





**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 nolo contendere.

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4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, 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, or 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 of any state or of the United States with the legal power to enter into a binding contract and which proposes or applies to propose 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)

Appendix-C Page 2 of 3



ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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.