VILLAGE OF KEY BISCAYNE

Office of the Village Manager

MEMORANDUM

Village Council
Franklin H. Caplan, *Mayor*
Michael W. Davey, *Vice Mayor*
Theodore J. Holloway
Michael E. Kelly
Mayra P. Lindsay
Ed London
James S. Taintor

Village Manager
John C. Gilbert

DATE: October 14, 2014

TO: Honorable Mayor and Council Members

FROM: John C. Gilbert, Village Manager

RE: Stormwater Improvement Implementation Plan Request for Qualifications for Professional Engineering Services

RECOMMENDATION

It is recommended that the Village Council authorize the Village Manager to issue the enclosed Stormwater Improvement Implementation Plan Request for Qualifications (RFQ) for Professional Engineering Services. Funding for this project will be obtained from the Stormwater Enterprise Fund.

BACKGROUND

The Village adopted its first Stormwater Master Plan in 1993, it has since been updated with a modernized electronic inventory which includes GIS maps and Hydrologic & Hydraulic (H&H) models. Recent data collection and local complaint logs identify several critical deficiencies in the Village's drainage infrastructure. These deficiencies are prioritized by areas of repetitive flooding and will be implemented in the Village's Stormwater Improvement Plan, see attached Scope of Services.

Village staff has prepared a Request for Qualifications for Professional Engineering Services for the purpose of preparing and assisting in the stormwater improvement implementation plan for the Village's stormwater improvement projects.

Should the Council approve the issuance of the attached, Stormwater Improvement Implementation Plan Request for Qualifications (RFQ) for Professional Engineering Services, it will be issued on October 20, 2014 and responses will be opened on November 19, 2014. Once responses are received, staff will review to determine if the responses meet the minimum qualifications. All of the qualified responses will be forwarded to the Council for review and selection. The final selection will be by the Village Council. The selection process is set forth in Section 3.2 "Selection Process" in the RFQ.

Reviewed by Ms. Lillian Arango from Weiss Serota Helfman Pastoriza Cole & Boniske as to form and legal sufficiency.

VILLAGE OF KEY BISCAYNE, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) 2014-02

STORMWATER IMPROVEMENT IMPLEMENTATION PLAN - PROFESSIONAL ENGINEERING SERVICES

October 20, 2014

VILLAGE OF KEY BISCAYNE

VILLAGE COUNCIL

Franklin H. Caplan, Mayor
Michael W. Davey, Vice Mayor
Theodore Holloway
Mayra P. Lindsay
Edward London
Michael E. Kelly
James S. Taintor

VILLAGE ATTORNEY

Weiss, Serota, Helfman, Pastoriza, Cole & Boniske, P.L.

OFFICE OF THE VILLAGE CLERK

Conchita H. Alvarez, MMC

ADMINISTRATION

John C. Gilbert, Village Manager
Todd Hofferberth, Parks and Recreation Director
Jud Kurlancheek, AICP, Building, Zoning, and Planning Director

REQUEST FOR QUALIFICATIONS (RFQ) #2014-02

STORMWATER IMPROVEMENT IMPLEMENTATION PLAN -

PROFESSIONAL ENGINEERING SERVICES

INFORMATION FOR THE PROPOSERS

SECTION # 1

1.0 INTRODUCTION

The Village of Key Biscayne (the "Village"), a municipality located in Miami-Dade County, Florida, pursuant to the "Consultants' Competitive Negotiation Act" (CCNA), Section 287.055, Florida Statutes, which governs the acquisition of architecture, professional engineering, landscape architecture, or registered surveying and mapping, and as may be amended, hereby requests qualifications for the selection of a firm (the "Consultant") to provide professional engineering services (the "Services") to the Village for the purpose of preparing and assisting in the stormwater improvement implementation plan for the Village's stormwater improvement projects, as specified in the scope of services herein below.

The intent of this request is to assist the Village in fulfilling goals and projects established in its Stormwater Improvement Implementation Plan in order to maximize fiscal efficacy and ensure compliance with the latest local, state, and federal regulations.

The Village adopted its first Stormwater Master Plan in 1993, it has since been updated with a modernized electronic inventory which includes GIS maps and Hydrologic & Hydraulic (H&H) models. Recent data collection and local complaint logs identify several critical deficiencies in the Village's drainage infrastructure. These deficiencies are prioritized by areas of repetitive flooding and will be implemented in the Village's Stormwater Improvement Plan, see Scope of Services.

One (1) engineering firm will be selected to provide engineering services for various stormwater improvements generally described in the Scope of Services section of this package.

Florida law requires the Village to make a determination of a respondent's qualifications to perform the Services prior to engagement. The information used in this RFQ will be used by the Village to make this determination. The Village intends to execute an agreement with the selected Consultant for the Services provided in this RFQ.

1.1 SCHEDULE OF EVENTS

No.	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFQ	October 20, 2014	TBA
2	Pre-Proposal Conference/Meeting	November 5, 2014	TBA
3	**Deadline to Submit RFQ-Response**	**November 19, 2014**	**1:30 P.M.**
4	Public Presentations	TBA	TBA
5	Village Council Approval of Selected Consultant(s)	TBA	TBA

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

1.2 RESPONSE /(QUALIFICATION PACKAGE) PREPARATION

In addition to other requirements stated in this document, to be eligible to respond to this RFQ, the Consultant shall submit a response that includes all of the following information, appropriately tabbed, in this exact order:

A. **Cover Page:** Each response submitted shall have a cover page entitled "Response to Village of Key Biscayne RFQ 2014-02 "Stormwater Improvement Implementation Plan – Professional Engineering Services;"

B. **Table of Contents**;

C. **Letter of Intent**;

D. **Project Approach:** Project Approach (5 page limit): The Consultant should explain their proposed approach to the project and their awareness of project issues. This may include technical or design issues that are unique or particularly challenging. The Consultant's approach to dealing with these issues should be described. The Consultant should also demonstrate understanding of the Scope of Services.

   Quality Control Plan (2 page limit): The Consultant should describe in detail, the firm's quality control program, specifically in relation to the requirements specified in the Scope of Services.

E. **Qualifications; Firm's Experience:** The Consultant shall have five (5) years of continuous operation under the same name with professional licenses and insurance, qualified for company name and type of licenses, official complaint history along with any disciplinary administrative action taken within the last five (5) years.

Professional Qualifications of Firm, (3 page limit): Provide a summary describing the Proposer's ability to perform the Services requested in the RFQ; a history of the firm's background and experience in providing similar services.

History of the Firm (2 page limit): Describe the Proposer's organization; history and background; tax status; principals, officers, owners, board of directors and/or board of trustees; the primary markets served; the total current number of employees; the current number of professional employees by classification; and state the number of years that the Proposer has been in existence.

F. **Qualifications of Project Team:** The Project Team must have prior experience within the past ten (10) years with at least three (3) stormwater projects. Provide a detailed description of five (5) comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past five (5) years. The description should identify for each project: (i) the client, (ii) description of work, (iii) total dollar value of the contract, (iv) contract duration, (v) customer contact person and phone number for reference, (vi) statement or notation of whether Proposer is/was the prime contractor or subcontractor or subconsultant, and (vii) the results of the project.

G. **Principal in Charge's Experience:** This individual must have a minimum of five (5) years' experience in the planning, design, and construction administration of local government stormwater projects, and should have served as Principal in Charge on a minimum of three (3) previous project. This individual must be capable of speaking and making decisions on behalf of the Consultant. *Similar Experience (1 page per project, total 5 page limit):*

H. **Insurance**: Consultant shall secure and maintain throughout the duration of this RFQ and agreement, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The

policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this RFQ who is not covered by Worker's Compensation insurance.

Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

I. **Project Team:** Provide an Organizational Chart of the Project Team, including any key sub-consultants. Provide a schedule of your key personnel, as well as, the key personnel of key sub-consultants, who will be assigned and directly involved and responsible throughout the duration of the Project. Information shall include the names, title and resumes of all assigned personnel, including but not limited to:

Name, Title and Resume;

Experience with similar projects (include the specific role of the individual employee on the project);

Description of tasks key personnel, including key sub-consultants, will perform;
Indicate relative involvement (based on number of hours per week) of each Project Team member;

Indicate relative involvement of the Prime Consultant and each key sub-consultant;

J. **Project Implementation Strategy:** Describe the Consultant's strategy for implementing the project;

K. **Computer Aided Design (CAD):** Provide acknowledgement that your firm will produce all work product using the latest version of AutoCAD; prior to and during construction CAD files shall be made available to the contractor(s) at no cost for the contractor's coordination drawings, and will be provided to the Village at no cost at the completion of construction. It must also be acknowledged that submitted work product as well as final permitted construction documents are and will be the property of the Village upon submittal;

L. **Special Considerations:** Describe any special resources which your firm or your personnel assigned to the Project may bring to the Project or in-house expertise in technical areas which will specifically benefit the Project;

M. **Bid and Award Services:** Describe your firm's experience with providing bid and award services, including attending pre-bid conferences, assisting with the

preparation of necessary addenda, attending the bid opening, assisting with the bid evaluation and recommendation of award by the Village, and providing "As-Bid" documents for use during construction;

N. **Construction Administration:** Describe your firm's construction administration processes and procedures. Include qualifications of personnel, field review format, contractor interface, etc. You should anticipate that your lead personnel assigned to this Project may be required to be at the Project site as required during the entire construction period. You may be expected to provide qualified representatives at the Project construction meetings as required during the entire construction period;

O. **Financial Information:** Provide information regarding your firm's financial condition and type of ownership;

P. **Appendices:** Completed Appendices A, B and C; and

Q. **Proof of Authorization:** Proofs of authorization to transact business in the State from the Florida Secretary of State, from prime as well as supporting firms.

R. **Licenses/Certifications.** Proof of firm's and/or key personnel's current licenses and certifications for professional engineering services as required by the State of Florida and any and all other applicable agencies.

1.3 ADDENDA

If the Village finds it necessary to add to, or amend this RFQ prior to the Response Submittal Deadline, the Village 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 to provide 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 Village in connection with responses shall become the property of the Village and shall be deemed to be public records subject to public inspection.

1.6 RETENTION OF RESPONSES

The Village 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 VILLAGE AUTHORITY

Proposals will be selected at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. Proposals received after the Response Submittal Deadline provided in this RFQ will not be considered.

1.8 LOBBYIST REGISTRATION

Proposers must comply with the Village's lobbyist regulations. Please contact the Village Clerk at (305) 365-5506 for additional information.

1.9 PRESENTATION COSTS

The Village shall not be liable for any costs, fees, or expenses incurred by any Consultant in responding to this RFQ, subsequent inquiries or presentations relating to its response.

1.10 ADDITIONAL INFORMATION / PRE-PROPOSAL MEETING

The Village will conduct a Mandatory Pre-Proposal Meeting (the "Meeting"), at 10:00 AM EST on _____ at the following address:

Village of Key Biscayne, Village Hall
Building, Zoning and Planning Conference Room, Suite 250
88 W. McIntyre Street
Key Biscayne, FL 33149

Each attendee at the Meeting shall be required to sign-in and identify specifically only one Firm he/she is representing. For persons with disabilities, auxiliary aids or services will be provided upon request with at least five (5) days' notice prior to the date of the Meeting by calling the Department of Public Works at (305) 365-8945.

The purpose of this Meeting is to provide an open forum for the firms to review this document and respond to questions regarding this RFQ. This will be the ***only*** opportunity for interested firms to ask questions regarding the RFQ prior to submission. FIRMS ARE PROHIBITED FROM CALLING THE VILLAGE STAFF WITH QUESTIONS OR SUBMITTING QUESTIONS TO THE VILLAGE REGARDING THIS RFQ PRIOR TO SUBMITTAL. The Firms are encouraged to submit their questions in writing to the Jose Lopez, P.E., at jlopez@keybiscayne.fl.gov at least three (3) business days before the Meeting in order to ensure that they will be answered at the Meeting.

1.11 RFQ AVAILABILITY

Copies of this solicitation package can be obtained through the Village Clerk, 88 West McIntyre Street, Suite 220, Key Biscayne, Florida 33149. An electronic version will be provided upon request by e-mailing the Department of Public Works at mdominguez@keybiscayne.fl.gov. Proposers or Respondents who obtain copies of this Solicitation from sources other than through the Village, risk not receiving the addenda, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Proposers or Respondents are solely responsible for those risks.

END OF SECTION

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SECTION # 2
SCOPE OF SERVICES

2.0 GENERAL BACKGROUND

The Village intends to retain one (1) firm for the purpose of preparing and thereafter assisting in the implementation of the Stormwater Improvement Plan.

2.1 ENGINEERING SERVICES

Engineering services will be required for the High Priority Areas identified in the next section. These services required may include, but are not limited to, the following:

- Permanent and temporary erosion control systems
- Evaluation and analysis of existing drainage infrastructure
- Evaluation and design of backflow prevention devices
- Evaluation and design of gravity drainage wells
- Evaluation and design of possible pump station(s)
- Evaluation and design of pressurized drainage wells
- Hydrologic and hydraulic evaluation of basins, sub-basins, and potential sub-basins
- Field Survey and data collection
- Stormwater preliminary and Final design
- Technical Reports
- Public Information Services
- Plans preparation
- Bid Document Development
- Regulatory permitting
- Post design services
- Construction Administration Service
- Other stormwater related services as needed
- Evaluation of high tide and its effect on the proposed drainage improvements

2.2 HIGH PRIORITY AREAS

The current Stormwater Master Plan includes a Hydrologic & Hydraulic (H&H) model which delineates basins within the Village by utilizing extensive infrastructure data and GIS mapping. The H&H model was developed as a planning tool to identify problematic flooding areas and ineffective infrastructure components. Combining this tool with local complaint logs the Village was able to pinpoint high priority areas. The following is a summary of possible improvements within these high priority areas.

Holiday Colony (Sonesta Drive and Heather Drive East of Crandon Boulevard including Caribbean, Gulf, Pacific, and Atlantic - Basin 10)
Engineering Services in this area may include, but are not limited to the following:

- Evaluate impact of new wall on the north side of Sonesta Drive.

- Evaluate and consider a backflow preventer prior to the pipe connection with the Crandon Boulevard interceptor.
- Evaluate existing pump station and drainage wells capacity on Heather Drive.
- Evaluate modifications to replace existing vertical pumps with submersible pumps.

Fernwood Road and West Heather Drive (Basin 7A & 7B)
Engineering Services in this area may include, but are not limited to the following:

- Evaluate impacts of drainage improvements at new sub-basin 9B (K-8 Drainage Area).
- Evaluation, clarification, and possible connection of these basins to the main interceptor at Harbor Drive
- Evaluation and possible installation of backflow preventers
- Evaluation of existing drainage infrastructure in this area

Ridgewood Road and West Enid Drive (Basin 6B)
Engineering Services in this area may include, but are not limited to the following:

- This drainage area must be evaluated for possible improvements.
- Evaluate impacts of drainage improvements at new sub-basin 9B (K-8 Drainage Area).

Ocean Lane Drive (Basin 9A)
Engineering Services in this area may include, but are not limited to the following:

- Evaluate existing pump station to replace existing vertical pumps with submersible pumps
- Assess existing collection system and identify corroded metal pipes.
- Install backflow preventers before connecting to the Crandon Boulevard interceptor.

Galen Drive, Sunrise Drive, and East Enid Drive all east of Crandon Boulevard (Basin 11)
Engineering Services in this area may include, but are not limited to the following:

- Evaluate options to interconnect the existing drainage systems on Galen, Sunrise, and East Enid.
- Evaluate possibility of new gravity well(s) on Galen Drive.
- Evaluation and possible installation of backflow preventer(s).
- H&H modeling of most viable connection to the Crandon interceptor

END OF SECTION

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SECTION # 3
RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

Twelve (12) signed (one (1) original and eleven (11) bound copies) responses and one (1) CD shall be submitted in one sealed package, clearly marked on the outside "Response to Village of Key Biscayne RFQ 2014-01 for "Stormwater Improvement Implementation Plan – Professional Engineering Services." The outside of the sealed envelope shall also show the name of the respondent.

All responses must be received by **1:30 p.m. on _____, 2014** at the Village Clerk's Office located at:

Village Clerk
Attn: Stormwater Improvement Implementation Plan – Professional Engineering Services
RFQ #2014-02
Conchita H. Alvarez, MMC
Village Clerk
88 West McIntyre Street, Suite 220
Key Biscayne, Florida 33149
Phone: 305-365-5506
Fax: 305-365-8914
calvarez@keybiscayne.fl.gov

All responses must be received by the Village Clerk by the Response Due Date and time. All Responses received after the due date and time will not be considered.

3.1 RESPONSE EVALUATION CRITERIA

The Village Council will evaluate the responses based on the factors provided below:

A. Qualifications / ability of professional personnel and qualifications;
B. Project Approach Submitted;
C. Whether the firm is a certified minority business enterprise;
D. Experience; Past performance;
E. Location of the firm and the place from which work is to be performed; and
F. Recent, current, and projected workload of the firm.

3.2 PROCESS OF SELECTION

The Village Council shall evaluate the responses to the RFQ and may require public presentations by, no fewer than three (3) firms, regarding their qualifications, approach to the Project, and ability to furnish the required Services. The Village Council shall select in order of preference no fewer than three (3) firms deemed to be the most highly qualified to perform the required Services. The Village Council may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations discussed below.

3.3 PROCESS OF COMPETITIVE NEGOTIATIONS

Following selection and ranking of the most qualified firms, the Village shall negotiate a contract with the most qualified firm for the Services at compensation which the Village determines is fair, competitive, and reasonable. In making such determination, the Village shall conduct a detailed analysis of the cost of the Services required in addition to considering the scope and complexity. Should the Village be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the Village determines to be fair, competitive, and reasonable, negotiations with that firm shall be formally terminated.

The Village shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Village shall terminate negotiations. The Village shall then undertake negotiations with the third most qualified firm.

Should the Village be unable to negotiate a satisfactory contract with any of the selected firms, the Village shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached.

Notwithstanding the foregoing, the Village maintains the right to reject all proposals submitted if so desired.

Final determination and award of a contract shall be made by the Village Council.

END OF SECTION

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SECTION # 4
OTHER TERMS AND CONDITIONS

4.1 TERM OF ENGAGEMENT

The terms of engagement are to be negotiated.

4.2 PERMITS, TAXES, LICENSES

The Consultant shall, at its own expense, obtain all necessary licenses and 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 the Services.

4.3 COMPLIANCE WITH LAWS AND ORDINANCES

The Consultant shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and professional standards that would apply to the Services, including all ordinances and resolutions of the Village of Key Biscayne.

END OF SECTION

[SPACE LEFT INTENTIONALLY BLANK]

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 all addendum/ addenda to the RFQ.

C. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village 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 Village of Key Biscayne 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 Village, 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 STATUES, 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 VILLAGE OF KEY BISCAYNE, 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.)
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.

END OF DOCUMENT