



V I L L A G E O F K E Y B I S C A Y N E

Office of the Village Manager
MEMORANDUM

Village Council
Mayra P. Lindsay, *Mayor*
James S. Taintor, *Vice Mayor*
Franklin H. Caplan
Luis F. de la Cruz
Theodore Holloway
Michael E. Kelly
Edward London

DATE: January 26, 2016
TO: Honorable Mayor and Members of the Village Council
FROM: John C. Gilbert, Village Manager
RE: Request for Qualifications (RFQ) for Engineering Services

Village Manager
John C. Gilbert

RECOMMENDATION

It is recommended that the Village Council authorize the Village Manager to issue the attached Engineering Services Request for Qualifications (RFQ).

BACKGROUND

In 1998, the Council approved Resolution No. 98-34 which authorized the Village Manager to enter into agreements with eleven (11) firms that provided a variety of professional services including architecture, engineering and planning services. Over time, some of the firms have changed names, merged with other firms or are no longer operating. It is now time to issue a Request for Qualifications for the following disciplines:

- General Civil Engineering
- Transportation Planning and Engineering
- Environmental Engineering
- Landscape Architecture

The Building, Zoning, Planning and Public Works Director and the Public Works Superintendent will review and determine those firms that meet the minimum requirements. The qualified proposals will then be evaluated by a Committee composed of staff. The Committee will short-list the highest five (5) consultants based on the criteria and point value listed in Section 3.2, below:

Evaluation Criteria		Maximum Points
1.	Approach to Handling of Potential Projects & Timeliness Indicate Firms understanding of the Village's needs and projects proposed.	20
2.	Qualification of Project Team Credentials and accomplishments of the proposed team (up to 3) members	25

3.	Previous Similar Projects & References Experience and background in providing similar municipal services and past performance, including, but not limited to, familiarity with local, state and federal regulatory agencies procedures and requirements, and assisting in the administration of grants requirements.	25
4.	Qualifications of Firm To include years of municipal experience, ability, capacity and skill of firm(s) and personnel to perform, including timeliness, stability and availability and licenses.	20
5.	Submittal Package Compliance with the response preparation and submission requirements	10
TOTAL		100

Council is requested to review and select one (1) of the following two (2) options as the best method for the selecting the top three (3) firms:

Option A: The highest ranked five (5) consultants will give presentations before the **Village Council**. The **Village Council** will select three (3) consultants and authorize the Village Manager to enter into negotiations for a continuing service agreement with each consultant. If contract negotiations fail with any Proposer, the Village may undertake negotiations with alternative respondents.

Option B: The highest ranked five (5) consultants will give presentations before the **selection committee**. The **selection committee** will re-rank the qualified respondents based on their presentations. The Village Council will be provided with the top three (3) firms in order to authorize negotiations of continuing service agreements with the qualifying proposers. If contract negotiations fail with any Proposer, the Village may undertake negotiations with alternative respondents.

In both option A & B, after successful negotiation of the continuing service agreements, the proposed agreements shall be presented to the Village Council with a recommendation for award and execution.



REQUEST FOR QUALIFICATIONS 2016-0__
FOR PROFESSIONAL SERVICES

RFQ #16-__

“Professional Services”
Page 1 of 18



VILLAGE OF KEY BISCAYNE

VILLAGE COUNCIL

Mayra P. Lindsay, Mayor
Franklin H. Caplan, Vice Mayor
Theodore Holloway
Edward London
Michael E. Kelly
Luis de la Cruz

VILLAGE ATTORNEY

Weiss, Serota, Helfman, Cole & Bierman, P.L.

OFFICE OF THE VILLAGE CLERK

Conchita H. Alvarez, MMC

ADMINISTRATION

John C. Gilbert, Village Manager
Jud Kurlancheek, AICP, Building, Zoning, Planning, and Public Works Director

REQUEST FOR QUALIFICATIONS
RFQ #16-__
“PROFESSIONAL ENGINEERING SERVICES”

INFORMATION FOR THE PROPOSERS

RFQ #16-__

“Professional Services”
Page 2 of 18

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 professional engineering, landscape, architectural, and surveying and mapping services, and as may be amended, hereby requests qualifications for the selection of three (3) firms (the “Consultants”) to provide professional services (the “Services”) to the Village for the following four (4) service categories:

- General Civil Engineering
- Transportation Planning and Engineering
- Environmental Engineering
- Landscape Architecture

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 selected Consultants for providing on-call services. The Consultants will provide these Services on a non-exclusive basis. The Village does not guarantee that any or all of the Services identified in this Request for Qualifications (RFQ) will be assigned to the Consultants during the term of their Agreement.

1.1 SCHEDULE OF EVENTS

No.	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFQ	_____, 2016	TBA
2	Mandatory Pre-RFQ Response Meeting	_____, 2016	TBA
3	Deadline to Submit RFQ-Response	_____, 2016	1:30 P.M.
4	Public Presentations	TBA	TBA
5	Announcement of selected Consultants	TBA	TBA

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

RFQ #16-____

“Professional Services”

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

1.3 ADDENDA

If the Village finds it necessary to add to, or amend this document 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 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 Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to any applicable exemptions and 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 QUESTIONS AND CLARIFICATIONS

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

Village Clerk
RFQ #16-___

Attn:– Professional Services
RFQ #16-0__
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

1.8 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 deadline of TBA will not be considered.

1.9 LOBBYIST REGISTRATION

Proposers must also comply with all of the Village’s lobbyist registration requirements. Please contact the Village Clerk at 305-365-5506 for additional information.

1.10 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.

END OF SECTION

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RFQ #16-__

“Professional Services”

Page 5 of 18

SECTION # 2
SERVICES NEEDED BY THE VILLAGE

2.1 GENERAL BACKGROUND

The Village is located on an island approximately six (6) miles into Biscayne Bay and connected to the mainland via the Rickenbacker Causeway. Crandon Boulevard, a four lane road with a median, bisects the Village. Shopping centers and single purpose commercial buildings line Crandon Boulevard. Towards the west lies single family homes. The east side of Crandon Boulevard contains mid to high rise multiple family buildings, one single family district, townhomes, and another single family area that is part of a planned unit development. The incorporated Village is flanked by two large parks: Crandon Park to the north and Bill Baggs Cape Florida Recreation Area to the south. The latter receives over a million visitors per year and is a major contributor to traffic congestion on the weekends and holidays. The Village is the home to approximately 13,000 residents residing on 1.1 sq. miles.

The Village is committed to efficient government administration. A small core of the Village 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 Village intends to retain Consultants to provide the Services identified in Section 1.0 and described further in Section 2.2. In order to fulfill the needs of quick response and professional expertise, the Village intends to retain three (3) Consultants on a rotating basis.

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

The Village reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the Village 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 Village 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:

RFQ #16-___

“Professional Services”

2.2.1 General Civil Engineering:

Roadway, streetscape, sidewalks, public works inspections, parking lots, parking spaces and intersection design, capital improvement plan, feasibility and engineering studies, stormwater facility, design and management, specifications preparation, cost estimating; canal maintenance and design, engineering construction management and inspections, geotechnical services, and other miscellaneous professional services that the Village may desire.

2.2.2 Transportation Planning and Engineering Services:

Transportation planning and traffic engineering, traffic-impact and safety studies, parking studies; neighborhood traffic management; multi-modal traffic planning and design, Roadways/Transportation planning and design, bicycle and pedestrian paths design and integrated mobility options; traffic calming; collection of traffic counts and reports; signal timing analysis and warrant studies; signs and pavement markings and other miscellaneous professional services that the Village may desire.

2.2.3 Environmental Engineering:

Coastal engineering, construction, regulatory permitting, marine environmental, ecosystem restoration, regional sand management, and other miscellaneous professional services that the Village may desire.

2.2.4 Landscape Architecture:

Landscape, hardscape, and irrigation design; park facility master planning; park and recreational facilities design, bicycle and pedestrian path design; integration of parks, landscaped and open spaces and recreational facilities with the Village's residential and commercial districts and other miscellaneous professional services that the Village may desire.

END OF SECTION

SECTION # 3

RFQ #16-___

“Professional Services”

Page 7 of 18

RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

Six signed (one (1) original and five (5) bound copies) responses and one (1) CD shall be submitted in one sealed package, clearly marked on the outside "RFQ #16-___, PROFESSIONAL SERVICES. The outside of the sealed envelope shall also show the name of the respondent.

All responses must be received at:

Village Clerk
Attn:– Professional Services
RFQ #16-0___
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

NOTE: A “Mandatory” Pre-RFQ Response Meeting will be held on **TBA**. Location:

All responses must be received by the Village 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 the response package and one (1) CD. Each Response shall be limited to twenty (20) pages (paper size 8.5”x11,” printed double-side, 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 below. **The twenty-(20)-page limit** is for items 1 to 9 below, non-inclusive of Appendices. No material other than that listed in this Section shall be included in the Response.

1. A **one (1) page** cover letter indicating the Consultants' interest in providing the Services to the Village 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 (1) page** table of contents identifying the sections and page numbers.
3. A **one (1) page**, proposed organization chart identifying key professionals, their area(s) of responsibility and extent of their availability.

RFQ #16-___

“Professional Services”

Page 8 of 18

4. A **two (2) 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 Village projects, if the Village selects the Consultant.
6. **Up to two (2), one-page,** a table showing all current and recently completed (after 1/1/2002) 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 sub-consultant, 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 for the past five (5) years.
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 five (5) years. The emphasis shall be given to municipal projects in Florida AND the tasks performed by the 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 persons identified in the Response.
10. **Six (6) pages,** completed Appendices A, B and C.

(Note: Appendix pages will not be counted towards the twenty (20) page submittal limit.)
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 and point value listed below.

Evaluation Criteria		Maximum Points
1.	Approach to Handling of Potential Projects & Timeliness Indicate Firms understanding of the Village's needs and projects proposed.	20

2.	Qualification of Project Team Credentials and accomplishments of the proposed team (up to 3) members	25
3.	Previous Similar Projects & References Experience and background in providing similar municipal services and past performance, including, but not limited to, familiarity with local, state and federal regulatory agencies procedures and requirements, and assisting in the administration of grants requirements.	25
4.	Qualifications of Firm To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses.	20
5.	Submittal Package Compliance with the response preparation and submission requirements	10
TOTAL		100

3.3 SHORT-LIST FOR ORAL PRESENTATIONS AND FINAL SELECTION

The highest ranked five (5) consultants will be short-listed on the basis of the Responses by the selection committee and will be called for oral presentations before the _____. All Prime Consultants and subconsultants in 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 twenty-five percent (25%) in the final scoring and the original response will be worth seventy-five percent (75%).

3.4 PROCESS OF SELECTION AND NEGOTIATION

The Village reserves the right to make multiple awards pursuant to this solicitation. After short-listing of respondents deemed qualified by the selection committee and oral presentations and re-ranking of the qualified respondents by the _____, it is anticipated the Village Council will authorize negotiations of continuing service agreements with the top three respondents. After successful negotiation of the continuing service agreements, the proposed agreement(s) shall be presented to the Village Council with a recommendation for award and execution. If contract negotiations fail with any Consultant, the Village may undertake negotiations with alternative respondents. The Village and Consultant(s) shall subsequently negotiate specific project terms in accord with Florida Statute 287.055 after the short-list selection and continuing services agreements are

completed. Any award shall be subject to execution of an agreement in form and substance approved by the Village Attorney.

END OF SECTION

SECTION # 4 OTHER CONDITIONS

4.1 TERM OF ENGAGEMENT

An agreement is contemplated for three (3) years, with the option to extend the contract for an additional two (2) one-year terms. The Village or the Consultant may terminate the agreement with thirty (30) day 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

The 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

RFQ #16-___

"Professional Services"

Page 11 of 18

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.

4.5 NEGOTIATIONS

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

END OF SECTION

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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 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 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-A Page 1 of 1

RFQ #16-___

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)

Appendix-B Page 1 of 2

RFQ #16-____

“Professional Services”

Page 14 of 18

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.

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 VILLAGE OF KEY BISCAWAYNE, 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 States 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 of 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.

Appendix-C Page 1 of 3

RFQ #16-__

"Professional Services"
Page 16 of 18

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.

Appendix-C Page 3 of 3

END OF DOCUMENT

RFQ #16-____