

SPECIFICATIONS, GENERAL TERMS AND CONDITIONS

**Request for Proposals for**

**Comprehensive Development Plan Consulting Services**



TOWN OF JUNO BEACH  
340 OCEAN DRIVE  
JUNO BEACH, FL 33408

FRANK DAVILA  
DIRECTOR OF PLANNING & ZONING  
(561) 656-0306

## **TABLE OF CONTENTS**

Request for Proposals	Page 3
Instructions to Proposers and Terms and Conditions	Pages 4-9
Evaluation of Proposals	Page 10
Proposal Response Format	Page 11-12
Scope of Work/Technical Specifications	Pages 12-13
Proposal Form	Pages 14
Drug Free Workplace	Page 15
Public Entity Crime Statement	Pages 16-17

## **REQUEST FOR PROPOSALS**

The Town of Juno Beach will receive sealed proposals from qualified individuals or firms to provide **Comprehensive Development Plan Consulting Services**.

Interested individuals or firms shall submit one (1) original and three (3) copies in a sealed envelope bearing the name and address of the firm and the words **“Comprehensive Development Plan Consulting Services”** to Town of Juno Beach, 340 Ocean Drive, Juno Beach, Florida 33408 by **11:00 a.m. on Thursday, August 13, 2020**. Any proposals received after the date and time specified will not be accepted and shall be returned unopened to the Proposer. All proposals will be publicly opened and acknowledged in the Town Council Chambers.

The Request for Proposals is open to inspection and may be obtained at the Town Center, 340 Ocean Drive, Juno Beach, Florida 33408, on the Town’s website [www.juno-beach.fl.us](http://www.juno-beach.fl.us), Demandstar.com, VendorRegistry.com or by contacting Frank Davila, [fdavila@juno-beach.fl.us](mailto:fdavila@juno-beach.fl.us) or (561) 656-0306. If a hardcopy is desired, a non-refundable \$5.00 charge for the Request for Proposal will be required.

The Town of Juno Beach may select one or more qualified individuals or firms to enter into non-exclusive contracts or fee agreements.

The Town of Juno Beach reserves the right to reject any or all proposals, to waive technicalities, and to re-advertise. The award, if made, will be made to the most responsive Proposer whose proposal is determined by the Town, in its sole discretion, to be most advantageous.

TOWN OF JUNO BEACH, FLORIDA

Frank Davila

Director of Planning & Zoning

Publish: Palm Beach Post

Sunday, July 12, 2020

## INSTRUCTIONS TO PROPOSERS TERMS AND CONDITIONS

### GENERAL INFORMATION

The purpose and intent of this Request for Proposals (RFP) is to establish a contract for Comprehensive Development Plan Consultant Services for the Town of Juno Beach in accordance with the designated schedule, scope of work and all specifications herein.

The Proposal Documents consist of:

1. Request for Proposals
2. Instructions to Proposers and Terms and Conditions
3. Introduction, Proposal Response Format, Scope of Work/Technical Specifications
4. Proposal Form
5. Drug Free Workplace Certification
6. Sworn Statement on Public Entity Crimes

Complete sets of the Proposal Documents shall be used in preparing the submitted Proposal. The Town of Juno Beach ("Town") does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets. The Proposal Form is to be filled in, signed, and all required documents are to be placed in a sealed envelope bearing the words **"Comprehensive Development Plan Consulting Services"** on the outside and mailed or hand-delivered to the Town of Juno Beach on or before the specified time and date. **Please provide one (1) original and three (3) completed copies.**

It is the Proposer's sole responsibility to ensure that his/her Proposal is received by the Town on or before the closing date and time. The Town shall in no way be responsible for delays caused by any other occurrence. Proposals submitted by telephone, telegram, email or facsimile will not be accepted.

The proposal opening time shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered. Such proposals shall be returned unopened.

**All proposals must be typewritten or filled in with pen and ink.** Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed or the signature attested to by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All corrections made to the proposal price must be initialed.

Proposers shall not be allowed to modify their proposals after the opening time and date. Pursuant to Section 119.071(1)(b)2, Florida Statutes, sealed proposals remain exempt from public disclosure until such time as the Town provides notice of its intended decision to accept a Proposal or for thirty (30) days after opening, whichever is earlier.

The submission of a proposal shall constitute an incontrovertible representation by the Proposer that the Proposal Documents and Contract are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the requested services.

For information concerning this Proposal, please contact:

Frank Davila  
Director of Planning & Zoning  
Town of Juno Beach  
340 Ocean Drive  
Juno Beach, FL 33408  
561-656-0306

All questions regarding this Request for Proposal shall be directed in writing; preferably by email to [fdavila@juno-beach.fl.us](mailto:fdavila@juno-beach.fl.us) or fax: 561-656-0378. Questions shall be submitted no later than 10:00am EST, on Thursday, July 30, 2020. Questions submitted after that date and time shall not be answered nor considered grounds for a protest.

Note: Written requirements in the Request for Proposal or its amendments are binding, oral communications are not.

#### CALENDAR OF EVENTS

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the Town finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are Eastern Standard Time (EST) in Juno Beach, Florida.

<u>Date/Time</u>	<u>Action/Activity</u>
July 10, 2020	RFP available on Town website and other links
June 12, 2020	Published Palm Beach Post
July 30, 2020, 10:00am	Questions Due
August 13, 2020, 11:00am	Proposals Due
August 17, 2020, 3:00pm	Evaluation Committee Meeting
August 26, 2020, 5:30pm	Town Council Agenda Item – Award Consideration

#### ACCEPTANCE/REJECTION

The Town reserves the right to accept or to reject any or all proposals in whole or in part, with or without cause, to waive any informalities and technicalities and to make the award to the Proposer, who in the sole opinion of the Town, is the lowest responsive, responsible Proposer

and whose Proposal will be most advantageous to the Town. The Town reserves the right to reject the Proposal of any Proposer who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The Town reserves the right to re-issue the Request for Proposal.

#### ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Proposal Response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal, whether submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the terms and conditions in this proposal solicitation are the only conditions applicable to the Proposal and the Proposer's authorized signature affixed to the Proposer acknowledgment form attests to this.

#### INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Proposer as to the meaning of the Proposal Documents. Any inquiry or request for interpretation received ten (10) or more days prior to the date fixed for opening of Proposals will be given consideration. All such changes and interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Proposers prior to the established Proposal opening date. Submission of a Proposal constitutes acknowledgment by the Proposer of the receipt of addenda. All addenda are a part of the Proposal Documents and each Proposer will be bound by such addenda, whether or not received by him. It is the responsibility of each Proposer to verify that he has received all addenda issued before Proposals are opened. No authorization is allowed by Town personnel to interpret, or give information as to Proposal requirements in addition to that which is contained in the written Proposal document and addenda.

#### CONTRACTUAL AGREEMENT

All terms and conditions of the Proposal Documents shall be included and incorporated into a contractual agreement. The order of contract precedence shall be the Contract and then Proposal Documents and Proposal Response. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County and the Contract will be interpreted according to the laws of Florida.

#### FEDERAL AND STATE TAX

The Town is exempt from Federal and State taxes for tangible personal property. However, vendors or contractors doing business with the Town shall **not** be authorized to use the Town's Tax Exemption Number in securing materials for performance of the work associated with this Project.

## LEGAL REQUIREMENTS

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## VARIANCES

The Proposer shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications for the Contract being proposed. For purposes of proposal evaluation, Proposers must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, the Town shall construe the Proposal to fully comply with the specifications, terms and conditions as given herein.

## AWARD

The Town reserves the right to hold all Proposals and Proposal Guarantees for a period not to exceed sixty (60) days after the date of proposal opening stated in the Request for Proposal.

## PROPOSAL WITHDRAWAL

Any proposal may be withdrawn up until the time set for opening of the proposals. Any proposals not so withdrawn shall, upon opening, constitute an irrevocable offer to sell to the Town the goods or services set forth in the attached specifications until one or more of the proposals have been duly accepted by the Town.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with the Town and promptly demonstrates to the reasonable satisfaction of the Town that there was a material and substantial mistake in the preparation of his/her Proposal, that Proposer may withdraw his/her Proposal. Thereafter, that Proposer will be disqualified from further proposals on the work.

## CERTIFICATION

When applicable, vendor must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Business Tax Receipt. Copies of such Certificate and Receipt must be submitted with the Proposal and must be in the name of the vendor shown on the Proposal page.

## NON-APPROPRIATIONS

The obligations of the Town to make a Proposal award and execute a Contract under the terms of this "Request for Proposals" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Town, at its sole discretion, shall have the right to reject all proposals.

## PROPOSAL FORMS

In filling out proposal forms, Proposers shall be governed by the following provisions.

- (A) Proposals must be made on the blanks provided herewith. The blank spaces in the proposal form must be filled in, regardless of whether quantities are shown, and no change shall be made either in the phraseology of, or in the items mentioned in the proposal form.
- (B) Lump sum proposals shall be shown on the Proposal Form provided in this package.
- (C) Any proposal which does not contain prices set opposite each of the items for which there is a blank space, or any proposal which in any manner fails to conform to the condition of the published notice may be rejected.
- (D) Proposals must be signed in ink by the Proposer with the signature in full.
- (E) Proposals that contain any omission, erasure, alteration, addition or item not called for, or that show irregularities of any kind, will be considered as informal or irregular. This will constitute cause for the rejection of the Proposal.
- (F) If a Proposer wishes to change prices, they shall strike the price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the proposal. Any changes or alteration of prices in the proposal must be initialed. Failure to initial these changes or illegible entries or corrections or prices will be cause for the rejection of the proposal as informal or irregular.

## QUALIFICATION OF PROPOSERS

This proposal shall be awarded only to a responsible Proposer, qualified by experience to provide the work specified. Qualified vendors must be licensed or authorized to provide the requested products and services. They should demonstrate the technical and professional capacity to deliver the products and services requested in this RFP.

## REGULATIONS, PERMITS AND FEES

The selected Proposer will be required to obtain at its own expense all licenses required to provide the required services to the Town. The selected Proposer must comply with all Federal, State and local laws and regulations that may apply, including, but not limited to, those



specifically referenced in the Proposal Documents.

CONE OF SILENCE

This Request for Proposal is expressly subject to the Cone of Silence provisions of Section 2-355 of the Palm Beach County Code of Ordinances. Any contract entered into in violation of the cone of silence provisions shall render the transaction voidable.

## EVALUATION OF PROPOSALS

Proposals shall be ranked based on the following criteria. The Town's staff will consider how well the Proposer's submittal meets the needs of the Town. It is important that the responses be clear, concise and complete so that the staff can adequately understand all aspects of the proposal. The Town will select the Proposer it determines, in its sole discretion, possesses the best combination of professional attributes, experience, and pricing. In evaluating the proposals, the Town anticipates using the following weighted criteria:

Max. Points	Category
20	<p><b><i>Summary of Qualifications</i></b></p> <ul style="list-style-type: none"> <li>• Provide a brief discussion about the proposer's business history and current purpose/function in the marketplace.</li> <li>• Indicate the proposer's background in providing these services to governmental entities.</li> <li>• Indicate specifically the members of the firm who will have primary responsibility for the Town's contract and provide a resume for each. Also indicate all key individuals, and their tasks and/or areas of expertise.</li> </ul>
20	<p><b><i>Experience with similar projects/ references</i></b></p> <ul style="list-style-type: none"> <li>• Current projects: list all "in progress" projects currently under contract.</li> <li>• Recent Completed Projects that illustrate the experience of the firm and the staff that will be assigned to the Town of Juno Beach.</li> <li>• For all projects list the following information: <ul style="list-style-type: none"> <li>- Company Name, Contact Name and Title, Address, Phone Number, E-mail Address</li> <li>- Length of contract or business relationship</li> <li>- Contract value</li> <li>- Description of work provided on this contract</li> </ul> </li> </ul>
20	<p><b><i>Project approach</i></b></p> <ul style="list-style-type: none"> <li>• Explain the scope of services to be provided as understood by the Proposer. Detail the services you will offer/provide.</li> <li>• Your action plan for evaluating and presenting the data, reports and deliverables identified in your scope of work.</li> <li>• Explain what data you will use and how it will be evaluated and presented.</li> </ul>
40	<p><b><i>Proposed Cost</i></b></p> <ul style="list-style-type: none"> <li>• Completed Itemized Proposal Form to include all products and services.</li> </ul>

# **PROPOSAL RESPONSE FORMAT, SCOPE OF WORK/TECHNICAL SPECIFICATIONS,**

## **PROPOSAL RESPONSE FORMAT**

The proposer shall follow the following format when submitting a proposal. The Town is not interested in reams of brochures or superfluous information. Only provide the items requested below. Failure to submit this requested information may be cause for rejection of the Proposal.

- 1. Cover letter: Provide a letter on your company's letterhead with the following information.**
  - a. Describe the firm's organizational background.
  - b. Number of years in business.
  - c. Include a description of the firm's experience in providing similar work and projects.
  - d. Federal tax ID number.
  - e. Copy of business tax receipt from your city of origin and proof the company is licensed to sell/perform services in the State of Florida.
  - f. The staff person assigned to the Town's project. The expectation is that this person will be the point of contact for all activities on the account and will be responsible for making sure that all terms of the contract are executed according to the terms established.
  - g. Disclose any relevant information that your firm believes demonstrates its qualifications for the project and/or distinguishes the firm's proposal from other proposals.
  - h. Confirmation of any addendums posted.
  - i. State this proposal is valid for 60 days from the due date of the RFP.
  - j. The letter must be signed by a person authorized to bind the company in a contract with the Town.
- 2.** Statement or evidence of at least five (5) years of experience in providing the services.
- 3.** Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.
- 4.** Statement or proof of Insurance as described in RFP. (If awarded and upon execution of a contract, all insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the TOWN OF JUNO BEACH as an "Additional Insured".)
- 5.** A list of three (3) most recent references for which the Proposer has provided services (government agency references are preferred). Please provide the business/government agency address, the name of project representative, phone number, and email for each of the references. Include a brief description of the services performed for each.
- 6.** List of experience, equipment and personnel requirements as set forth in the: SCOPE OF WORK

7. Itemized Proposal Fee to include all products and services: Use form provided.
8. Attach the following Town forms to your submittal:
  - A. Proposal Form
  - B. Drug Free Workplace
  - C. Public Entity Crime Statement
9. Submit one (1) original and three (3) copies in a sealed envelope bearing the name and address of the firm and the words “Comprehensive Development Plan Consulting Services” to Town of Juno Beach, 340 Ocean Drive, Juno Beach, Florida 33408 by 11:00 a.m. on Thursday, August 13, 2020.

### **SCOPE OF WORK**

The Town of Juno Beach adopted its current Comprehensive Development Plan in January 1990, and it has been amended on seven different occasions. The Town adopted its previously approved 2006 EAR in June 2020 (Attachment #1) and intends to review the Comprehensive Development plan in its entirety, including all goals, objectives, policies, figures, and tables.

The Town of Juno Beach Planning & Zoning Department requests proposals from all qualified and interested individuals and consulting firms with the experience and technical qualifications to provide the following services: (1) attend all necessary Planning and Zoning Board (the Board serves as the Local Planning Agency (LPA)), meetings to discuss all elements of the Town’s Comprehensive Development Plan (see proposed schedule below); (2) update the Town’s Comprehensive Development Plan (remove/add/modify goals, objectives and policies); and (3) develop a new series of figures, tables and maps as needed or determined by the Town of Juno Beach.

The consulting firm will be expected to:

- Attend all Planning and Zoning Board meetings (see tentative schedule below) to answer questions from the public and answer questions from and advise the Board. (After each meeting, Town Staff will compile a final document that includes all comments, consensus and Town Staff recommendations.)
- Compare the Town’s proposed Comprehensive Development Plan against the Florida State Statutes, identify any State requirements which must be added to the Plan and assist with development.
- Provide a final document (Comprehensive Development Plan) that includes all updated data, figures, tables, maps, etc.
- Attend necessary Town Council meetings to present 1<sup>st</sup> and 2<sup>nd</sup> (final) reading of the Comprehensive Development Plan (see tentative schedule below).
- Work with Florida Department of Economic Opportunity (FDEO) staff to transmit and adopt the proposed amendments to the Town’s Comprehensive Development Plan.

The consulting individuals or firms will be expected to have a broad range of experience in Future Land Use, Traffic Circulation, Infrastructure, Conservation, Recreation and Open Space, Coastal Management, Intergovernmental Coordination and Capital Improvements.

The consulting firm will appoint one of its employees as the key contact for approval by the Town's Planning and Zoning Director.

**Tentative schedule:**

<b>October 2020 - Planning and Zoning Meeting</b>	Review of Introduction and Comprehensive Development Plan / Future Land Use Plan
<b>November 2020 - Planning and Zoning Meeting</b>	Review of Future Land Use and Traffic Circulation Elements
<b>December 2020 - Planning and Zoning Meeting</b>	Review of Housing and Infrastructure Elements
<b>January 2021 - Planning and Zoning Meeting</b>	Review of Conservation and Recreation Open Space Elements
<b>February 2021 - Planning and Zoning Meeting</b>	Review of Coastal Management Element
<b>March 2021 - Planning and Zoning Meeting</b>	Review of Intergovernmental Coordination and Capital Improvement Elements
<b>March/April 2021</b>	Town Staff will compile final comments, consensus and Town Staff's recommendations into one readable document.
<b>April/May 2021- Planning and Zoning Meeting</b>	Review of final comments, consensus and Town Staff's recommendations in their entirety. LPA and Public to provide final feedback.
<b>June 2021 - Town Council Meeting</b>	Review of LPA and Public's final comments, consensus and Town Staff recommendations with the Town Council for their preliminary review.
<b>July/August - 2021</b>	Consultant to begin edits of Comprehensive Development Plan. Town staff will provide Consultant with the approved Comprehensive Development Plan draft that includes final comments, consensus and Town Staff's recommendations.
<b>To Be Determined</b>	Attend Town Council meeting for transmittal of the Comprehensive Development Plan, 1 <sup>st</sup> reading
<b>To Be Determined</b>	Consultant to work with FDEO staff to transmit and adopt the proposed amendments to the Town's Comprehensive Development Plan
<b>To Be Determined</b>	Attend Town Council meeting for adoption of the Comprehensive Development Plan, 2 <sup>nd</sup> (final) reading

## PROPOSAL FORM

Proposal of \_\_\_\_\_ (Proposer), to furnish all materials, services, and labor and to perform all work in accordance with the requirements of the Request for Proposals Documents and Scope of Work/Technical Specifications for:

### **Comprehensive Development Plan Consulting Services**

TO: Frank Davila, Director of Planning and Zoning  
Town of Juno Beach  
340 Ocean Drive  
Juno Beach, FL 33408

**PROPOSAL OPENING DATE: Thursday, August 13, 2020 at 11:00 A.M. AT THE TOWN OF JUNO BEACH, 340 OCEAN DRIVE, JUNO BEACH, FL 33408**

The following is our proposed total cost to provide the Comprehensive Development Plan Consulting Services as outlined in this RFP.

We propose to bill an hourly rate for our services and we will not exceed the stated figure, to complete all of the services outlined above, as follows:

Hourly Rate: \$ \_\_\_\_\_

Hourly rate in words: \_\_\_\_\_

Total Not to Exceed Amount: \$ \_\_\_\_\_

Total not to exceed amount in words: \_\_\_\_\_

**OR**

We propose to bill a lump sum amount, to complete all of the services outlined above, as follows:

Lump Sum Amount: \$ \_\_\_\_\_

Lump sum amount in words: \_\_\_\_\_

**Hourly rate for additional requested work: \$ \_\_\_\_\_**

**Name** \_\_\_\_\_ **Title** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## **DRUG FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---

Proposer's Signature

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

1. This sworn statement is submitted to the Town of Juno Beach, Florida

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

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: \_\_\_\_\_)

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 an 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 political subdivision or 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 jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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 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 a 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 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 an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(Signature)

The foregoing document was sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: