



City of Lake Wales

REQUEST FOR QUALIFICATIONS

*Professional Consulting and Planning Services to Revise
The Lake Wales Community Redevelopment Plan*

RFQ NO. 16-425

Cut along border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

<p>SEALED BID – DO NOT OPEN</p> <p>RFQ NO: 16-425</p> <p>RFQ TITLE: PROFESSIONAL CONSULTING AND PLANNING SERVICES TO REVISE THE LAKE WALES COMMUNITY REDEVELOPMENT PLAN</p> <p>DUE DATE/TIME: Wednesday, January 18, 2017 at 2:00 PM</p> <p>SUBMITTED BY: _____ Name of Company</p>
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DELIVER TO: PURCHASING DEPARTMENT
CITY OF LAKE WALES
201 W CENTRAL AVE.
LAKE WALES, FL 33853

Please Note: From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Website, www.cityoflakewales.com, from which you obtained this bid. Before submitting your bid you should check our Website to download any addenda that may have been issued.

**CITY OF LAKE WALES, FLORIDA
REQUEST FOR QUALIFICATIONS
PROFESSIONAL CONSULTING AND PLANNING SERVICES
TO REVISE THE LAKE WALES COMMUNITY REDEVELOPMENT PLAN
RFQ# 16-425**

In accordance with Florida Statutes, Section 287.055 Consultant's Competitive Negotiations Act (CCNA), the City Commission, Lake Wales, Florida, is soliciting Requests for Qualifications for:

**PROFESSIONAL CONSULTING AND PLANNING SERVICES
TO REVISE THE LAKE WALES COMMUNITY REDEVELOPMENT PLAN**

At 2:00 P.M., EST on Wednesday, January 18, 2017 in the City Commission Chambers at the Municipal Administration Building, 201 W. Central Ave., Lake Wales, Florida, submittals will be opened and read aloud.

Interested firms shall submit one **(1) original** proposal and two **(2) copies** in a sealed enclosure bearing the label found on page 2 of the solicitation packet by **2:00 p.m. EST on Wednesday, January 18, 2017**.

Related inquiries and additional information shall be submitted in writing to Drew Buckner, Purchasing Agent, at abuckner@cityoflakewales.com.

Responding to the Request for Qualifications

All persons and firms wishing to submit qualifications must obtain a complete copy of the Request for Qualifications and submit all required forms as outlined in the solicitation packet with their response. The solicitation packet with related forms can be accessed on the City's website, www.cityoflakewales.com:
Departments: Purchasing.

Faxed or e-mailed responses will not be accepted. Responses may be hand delivered, mailed, or delivered via courier service to the following address:

City of Lake Wales City Manager's Office Attention: Purchasing Department 201 West Central Avenue Lake Wales, FL 33853
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The City of Lake Wales accepts no responsibility for any expense related to preparation or delivery of proposals. The City of Lake Wales reserves the right to: reject any and all proposals, select the firm(s) most qualified for each individual referenced project or for all referenced projects, waive technical errors and informalities, and to accept the proposal(s), which, in its sole judgment, best serves the public interest.

**NOTICE OF REQUEST FOR QUALIFICATIONS FOR
RFQ #16-425**

SCOPE OF SERVICES

The City of Lake Wales and the Lake Wales CRA require professional consulting and planning services to assist with the research, preparation, submission and adoption of a revised Community Redevelopment Plan pursuant to Chapter 163, Florida Statute. We are seeking a person or firm experienced in the preparation, implementation, and stakeholder participation in the process of developing a redevelopment plan.

Our goal is to review and update the Lake Wales Redevelopment Plan (last amended in June 2007) to address all aspects of development within the CRA area, including: densities and intensities, vacant land analysis and recommended uses, housing and economic analysis, code enforcement, recommendation of catalyst redevelopment projects, transportation corridor analysis and recommended improvements, parking review and parking facilities to meet the future needs, public uses and open space, and gateway enhancements.

Task orders will include:

Assessment of existing plan to include degree to which objectives have been achieved (success and shortcomings); and changes in state statute, if applicable.

Public Involvement Plan / Community Participation Events

Development of a Visions and Goals, Objectives and Policies to support the elimination of blight and redevelopment during a planning timeframe ending in 2028.

Community Redevelopment Plan development with supporting documents to include maps and graphics.

All respondents submitting qualifications shall provide the following information:

1. Resumes of staff assigned to project.
2. Estimated participation and responsibilities of the key persons.
3. Location/Availability of key staff persons assigned to project.
4. Relevant project examples particularly in Florida CRA districts.
5. References from previous clients of similar engagements.

After contract award to the most qualified firm, the City shall issue a request for proposal per CCNA guidelines. Proposals shall, at a minimum, include labor classifications, hours and pre-approved rates. Reimbursable expenses for unforeseen items and quantities shall be based upon prior approval of the project manager for actual and reasonable costs subsequently supported by invoices.

BIDDER INSTRUCTIONS AND GENERAL INFORMATION

BIDDER INSTRUCTIONS: To ensure acceptance of this bid, follow these instructions.

BID DOCUMENTS MUST BE DELIVERED TO THE PURCHASING DIVISION PRIOR TO THE TIME AND DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.

- 1. BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**

NOTE: Bidders may call the Purchasing Department only for bid results. The bid recap will be posted to the City of Lake Wales website at <http://www.cityoflakewales.com> within ten (10) working days after the bid opening date. The bid analysis will also be posted to the City's website as soon as possible after the bid opening date. Bid files may be examined during normal working hours by appointment.

- 2. CITY AS GATEKEEPER OF DOCUMENTS:** This document is issued by City of Lake Wales and as such shall be the sole distributor of all addenda's and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Purchasing Division. The City is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the City and the Bidder should not rely on such sources for information regarding the solicitation..
- 3. CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, Director or agent who is also an employee of the City or any of their agencies. Furthermore, all Bidders must disclose the name of any City employee who owns, directly or indirectly, any interest of any amount in the bidder's firm or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.
- 4. ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the Purchasing Agent or her representative. No other person shall be authorized to make changes verbally or in writing.
- 5. LIABILITY:** The vendor shall hold and save the City, Its Officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
- 6. PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save Harmless the City and its employees from liability of any nature or kind, including cost and Expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this bid. If the bidder uses any design, device or material coved by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.

7. **BID PROTEST:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Purchasing Division within 72 working hours of electronic posting of the bid award, unless only one bid was received.

FAILURE TO FOLLOW BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF LAKEWALES, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE BIDDER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

8. **INDEMNIFICATION:** In consideration of Ten Dollars (\$10.00) and other valuable Considerations, Seller shall defend (by counsel reasonably acceptable to City), indemnify and hold Harmless the City, its employees and agents from and against, including, but not limited to, all liability, claims, suits, demands, damages, losses and costs, including attorney fees, arising out of or resulting from the performance of its services, provided that any such liability, claims, suit, demand, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the service itself), including the loss of use resulting there from; and (b) caused in whole in part by an act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a part indemnified hereunder. The contractor shall indemnify and hold harmless the City and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses and expenses (including attorney fees) arising out of any infringement or patent rights or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.
9. **PUBLIC ENTITY:** 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this bid, the bidder hereby certifies that they complied with said statute.
10. **PREFERENCE FOR DRUG FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
11. **PUBLIC RECORDS:** Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida. Contractor shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements and not.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

GENERAL INFORMATION

1. **DEFINITIONS:** The term “City” means the City of Lake Wales, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
2. **LOCAL PREFERENCE:** It is policy of the Board of Commissioners to afford local preference to City entities in the award of bids. Preference shall be administered in accordance with the following:
 - **.Ordinance 2013-17, Sec 2.418. Commodities or contractual services in excess of the threshold amount for Category Two – Thirty-five thousand dollars (\$35,000.00).**
 - The contract shall be awarded with reasonable promptness by written notice to the qualified and responsive bidder who submits the lowest responsive bid after the city manager obtains the formal approval of the city commission for the bid award. This bid must be determined in writing to meet the requirements and criteria set forth in the invitation to bid. Preference shall be given to a local vendor when the bid is not more than two percent (2%) higher than the low bid.
 - Local Vendor: Any person who, or place of business which, provides or proposes to provide a commodity or contractual service when such person or business has a principal place of business located within the City of Lake Wales.
 - If a contract is being funded in whole or in part by assistance of any federal, state or local agency, which disallows local preference, the City will adhere to those requirements by not applying this section.
3. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.

- **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the monies, which may become due herein, are not assignable, except with the prior written approval of the Purchase Director.
4. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.
 5. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
 6. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Purchasing Agent shall be the sole Judge as to whether or not any addition, revision or deletion changes the intent of the bid.
 7. The City reserves the right to terminate or suspend the award of this bid, in whole or in part, when it is in the best interest of the City to do so. The City will notify the Vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension.

If the User Division determines that the performance of the Vendor does not comply with the bid Requirements, the division may:

- a. Immediately suspend the work; and
 - b. Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
8. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the City, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreement for a period exceeding one year, but any agreement so made shall be executor only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the City's performance and obligation to pay under this agreement is contingent upon annual appropriation.
 9. **PERFORMANCE OF WORK:** The work required under this bid shall be performed by the entity submitting the bid.

Any contract may be cancelled by either party without cause by giving sixty (60) days notice in writing. This contract is subject to immediate cancellation by the City for poor service and delivery.

10. **INSURANCE REQUIREMENTS:** Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods or services.

Worker's Compensation Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.

Commercial General Liability – Occurrence form required (Contractor/Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$300,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$600,000. Products and completed operations aggregate shall be \$600,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

Commercial Automobile Liability Insurance (Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than \$300,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

Evidence of Insurance The Contractor/Vendor shall furnish the City of Lake Wales with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Lake Wales is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the contract, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Lake Wales before the commencement of any work activities.

**SIGNATURE ACKNOWLEDGEMENT
(SUBMITTAL PAGE)**

To The City of Lake Wales, a Florida municipal corporation:

Date: _____

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I have read and understand the proposal documents. I have completed and submitted all proposal submittal forms, and I am authorized to sign this proposal for the proposer. In submitting a proposal to the City, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the City all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

VENDOR NAME

AUTHORIZED SIGNATURE (MANUAL)

MAILING ADDRESS

NAME (TYPED OR PRINTED)

CITY, STATE AND ZIP CODE

TITLE (TYPED OR PRINTED)

(AREA CODE) TELEPHONE NUMBER

TOLL FREE NUMBER

(AREA CODE) FAX NUMBER

E-MAIL ADDRESS

Any other Government Agency may use this proposal. [] YES [] NO [] N/A

A City check will be accepted as method of payment. [] YES [] NO

NOTE: If Proposer checks "yes" above, Proposer agrees that the City will use a City check for the payment of any and all invoices submitted as a result of the performance of this proposal.

**NON-COLLUSIOIN AFFIDAVIT OF PRIME PROPOSER
(SUBMITTAL PAGE)**

State of _____

County of _____

_____, Being first
Duly sworn, deposes and says that:

1. he/she is _____ of _____, the Proposer 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 sham Proposal;
4. Neither the said Proposers nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal Price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposals are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 20____

(Title)

My Commission Expires: _____

DRUG-FREE WORKPLACE FORM
(SUBMITTAL PAGE)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

That _____ does:
(Name of Business)

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 employee 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 programs, 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 employee 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, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.
4. 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.
5. 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

Date

INSURANCE
(SUBMITTAL PAGE)

By signing below the Proposer is stating that they fully understand the insurance requirements for the project and if awarded the proposal will provide all insurance coverage as required in RFQ #15-392.

The requirements are as follows:

- Proposer is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of The City

Company Name

Proposer (signature)

INDEMNIFICATION

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance of the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY: _____
Signature of Owner or Officer

DATE: _____

ATTEST: _____
Corporate Secretary or Witness

STATE OF: _____
COUNTY OF: _____ Organization Phone Number _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2014 by
_____, of _____.
Printed Name Company Name

He/She is personally known to me or has produced _____ as
State Drivers License Number

Identification, and did ____/did not____ take an oath.

Signature of Person Taking Acknowledgment

Printed Name of Person Taking Acknowledgment

Notary Seal

**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 _____
[print name of the public entity]

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 bid 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 a jury verdict, non-jury 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:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. 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" included 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 a binding contract and which bids or applies to bid 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. [attached is 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 THIS 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]

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____

by _____ who is personally known to me and who did ___ did not ___

take an oath.

Notary Public, Commission No.:
My Commission Expires:

(printed name)