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MAILED 8/21/01
ORIGINAL

INO 01-32
FILE
COPY

August 21, 2001

Lynn M. Dannheisser, City Attorney
City of Sunny Isles Beach
17070 Collins Avenue, Suite 250
Sunny Isles Beach, FL 33160

Dear Lynn:

Thank you for your letter dated July 24, 2001 and I wanted to respond to your request in writing. You state in your letter that the City of Sunny Isles Beach has recently entered into an option agreement to purchase property for a government center. Prior to executing its option, the City must determine whether the site can accommodate both uses, its use and Tony Roma's, within the other legal requirements for construction. The City retained a local architectural firm to render a conceptual sketch of the site and issued a Request for Qualifications (RFQ) for design firms to design the government center if the City exercises its option. The firm retained to do the conceptual sketch plans to respond to the RFQ. The City will not provide any confidential information to the firm. Moreover, the RFQ does not require the firm to make any proposals regarding the design of the government center. You wish to know if the Cone of Silence is violated if the City discusses the conceptual sketch after the release of the RFQ.

It is my conclusion that the City may use the architectural firm without violating the requirements of the Cone of Silence since the City will not discuss any issues related to the RFQ with the architectural firm. Please be advised that my opinion is consistent with the opinion expressed by our staff general counsel as well.

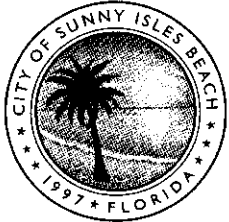
If you wish the Miami-Dade Ethics Commission to formally review this matter, do not hesitate to contact me and I will place the item on the agenda at our next-regularly scheduled meeting.

Sincerely,

Robert Meyers
Executive Director

RFQ 01-40

COMMISSION ON ETHICS
AND PUBLIC TRUST
01 JUL 26 PM 2:22



July 24, 2001

VIA FAX #305/579-2656
AND UNITED STATES MAIL

CITY COMMISSION
DAVID SAMSON
MAYOR
LILA KAUFFMAN
VICE MAYOR
DANNY IGLESIAS
COMMISSIONER
CONNIE MORROW
COMMISSIONER
IRVING TURETSKY
COMMISSIONER

Robert A. Meyers, Executive Director
Commission on Ethics & Public Trust
Miami-Dade County
19 West Flagler Street, Suite 220,
Miami, FL 33130

Christopher J. Russo
City Manager
Lynn M. Dannheisser
City Attorney
Richard Brown-Morilla
City Clerk

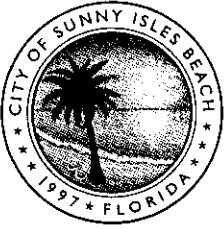
Dear Robert:

This will confirm our conversation yesterday and the question I raised about the design and construction of a government center for the City of Sunny Isles Beach (the "City"). After discussions with the City Manager, I am now requesting an opinion in writing.

As you may recall from our conversation, the City entered into an Option Agreement to purchase a property, for construction of its government center, to be located at 18050 Collins Avenue. The property is now occupied by a lessee who operates a Tony Roma Restaurant on the site. The Option Agreement requires the City to permit the operation of the restaurant use notwithstanding the construction of the government center.

In accordance with the Option Agreement, the City has a due diligence period in which it must determine whether the two uses can be accommodated in separate buildings within the setback and other requirements for that particular site. In conducting its due diligence, the City has requested a local architectural firm to do an informal conceptual sketch to make that determination. Subsequent to that request, the City issued a Request for Qualifications ("RFQ") to secure qualifications from a number of architectural firms for the complete design of the proposed government center. The local architectural firm that the City has requested to do the "conceptual sketch" intends to respond to the RFQ. Accordingly, please confirm in writing that the Cone of Silence Ordinance is not violated if the City considers the response from the firm it had requested to do the

Robert A. Meyers, Executive Director
July 24, 2001
Page Two



conceptual sketch in light of the fact that the conceptual sketch is unrelated to the RFQ. (A copy of the RFQ is attached.)

Please note that no special information has been given to the local architectural firm that is not otherwise available to any of the firms that will respond to the RFQ, nor will there be any communications relating to the RFQ once the City has secured the conceptual sketch. Once again, the only purpose of the sketch is to determine for the City that the two uses can be accommodated and therefore the City can exercise its option to purchase.

Thank you for your assistance in this matter.

Sincerely,

Lynn M. Dannheisser
City Attorney

LMD:ch
Attachment



CITY OF SUNNY ISLES BEACH, FLORIDA
17070 Collins Avenue, Suite 250
Sunny Isles Beach, Florida 33160
(305) 947-0606 Phone (305) 949-3113 Fax

REQUEST FOR QUALIFICATIONS

**FOR ARCHITECTURAL DESIGN SERVICES FOR A CITY HALL
RFQ NO. 01-07-01**

1. **Purpose.** The purpose of this Request for Qualifications is to seek qualified Architectural Firm(s) for the specific purpose of designing a City Hall and accessory structure(s) related to the City Hall as described in Section 4 as well as any other generalized architectural/consultant services that may be requested by the City in order that the City have a specified list of qualified architect/design firms from which it may seek services.
 - 1.1 **Procedure.** Submit ten (10) sets of the complete proposal by the closing date and time.
 - 1.2 **Costs.** No reimbursement will be made by the City of Sunny Isles Beach for any costs incurred in preparation of the proposal or any presentation(s).
 - 1.3 **Property of City.** All submittals and accompanying documentation received from respondent in response to this Request for Qualifications shall become the property of the City and will not be returned to the respondent. In the event of contract award, all documentation and work product produced as part of the contract shall become the exclusive property of the City. This subsection is applicable to Requests for Qualifications and Requests for Letters of Interest documents, which also become property of the City.
 - 1.4 **Responsibility of Respondent.** By submission of a response hereunder, the respondent becomes responsible to comply with the terms and conditions of the Purchasing Procedures Ordinance of the City, as may be amended from time to time. To the extent of any conflict, the terms of this document control.
2. **Background.** The City of Sunny Isles Beach has approximately 15,000 residents. The City of Sunny Isles Beach is located between the Atlantic Ocean to the East and the Intracoastal Waterway to the West and 193rd Street on the North and Haulover Beach Park on the South. Our City standards stress a high quality of redevelopment with a focus on creating visual corridors to the ocean, with access to the ocean as well as redevelopment of Sunny Isles Boulevard and Collins Avenue with a focus on protecting the environment, providing landscaping and developing aesthetically attractive structures. The City of Sunny Isles Beach has adopted by Ordinance No. 2000-105 a Comprehensive Plan emphasizing *aesthetic issues* and the City is in the process of developing our Land Development Regulations.

- 2.1 The City is seeking general and specific architectural design services for a City Hall and accessory structure(s) related to the City Hall.
 - 2.2 In accordance with Florida State Statute Chapter 287.0555, known as the "Consultant's Competitive Negotiation Act," the City may enter into a "continuing contract" for professional architectural/engineering services for any projects in which construction costs do not exceed \$100,000, or for study activities for which the fee does not exceed \$25,000.
3. **Qualification.** Respondent must demonstrate expertise in design in the following areas!
- 3.1 Primary Architectural Design and Project Management.
 - 3.2 Civil, Structural, Mechanical, and Electrical Engineering.
 - 3.3 Interior Design and Space Planning
(Note: May be in-house or subcontracted. Provide full documentation of qualifications and all relevant experience for either the in-house or sub-contract professionals to be employed on this project as an exception to Paragraph 10.6 hereinbelow).
 - 3.4 Landscape Architecture. A qualified landscape architect is mandatory.
4. **Services Sought.**
- 4.1 The respondent will study the interaction/adjacency priorities of the operational elements.
 - 4.2 The respondent will prepare a base map of any proposed site.
 - 4.3 The respondent will prepare a Schematic Design Master Plan/Site Plan.
 - 4.4 The respondent will prepare construction drawings related to the project, which shall include, but not be limited to:
 - Site Plan
 - Paving & Drainage Plan including Topographic Data for Cut and Fill Estimating Purposes.
 - Photometric Design for Exterior and Interior Lighting
 - Accessibility Plan
 - Landscape Design
 - Irrigation Plan
 - Architectural Building Plans for any and all Structures.
 - Structural Plans, Calculations and any and all Design Model Testing, which may be required.
 - Building & Site Electrical, Mechanical and Plumbing Plans
 - Fire Safety Plans
 - Interior Design Plans
 - Security Plans
 - Computer Wiring Plan

- Telephone, Communications and Cable TV, wiring and Distribution Plan
 - A Hurricane Protection Plan.
 - Complete and detailed Architectural, Interior Design and Engineering Specification Documents for all aspects of the Project.
- 4.5 The respondent will prepare the construction drawings, specifications and bid package(s) for all elements of the project.
- 4.6 For a City Hall and accessory structure(s) related to the City Hall, the respondent will present the construction schematics, drawings, details, specifications and cost estimates to City Manager and other appropriate City officials at various stages of design development as determined by the City Manager. The respondent will be required to meet with any involved City department upon request by the City Manager. The respondent will meet with the Florida Department of Transportation, US Post Office officials, Romacorp Representatives or County and State public library representative, if applicable, as may be directed by the City Manager at convenient locations for the respondent.
- 4.7 The respondent will supervise and coordinate the preparation and submission of all required Federal, State, County and Local approval and permit documentation to the appropriate authorities. The respondent will work with those authorities to ensure that the project is timely permitted in accordance with all of the rules and regulations that may pertain to the project at the time of permitting. These services shall include, but not be limited to, obtaining permits and approvals from the State of Florida Department of Transportation, The State of Florida Department of Environmental Protection, Miami-Dade County Department of Environmental Resources Management, Miami-Dade County Fire Department, The U.S. Army Corps of Engineers, City of Sunny Isles Beach Zoning and City of Sunny Isles Beach Building Department and any and all authorities which may have jurisdiction.

5. **Proposal.**

- 5.1 **Instructions.** Sealed Proposals, consisting of one (1) original and nine (9) copies, will be received until, and publicly opened at **10:00 a.m., Thursday, August 16, 2001**, in the Commission Chambers, 17070 Collins Avenue, Suite 250, Sunny Isles Beach, Florida, 33160.

The envelope must be clearly marked:

"IMPORTANT INFORMATION ENCLOSED FOR CITY MANAGER"

Thursday, August 16, 2001, 10:00 A.M.

BID NO. 01-07-01

Any response received after 10:00 a.m., on Thursday, August 16 2001, will be returned to the proposer unopened. No faxes or e-mail will be accepted. The responsibility for submitting qualifications before the stated time and date is solely strictly the responsibility of the proposer. The City is not responsible for

delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

- 5.2 **Initial Task.** The first task will be to advise the City Manager with respect to conceptual design scheme for a City Hall and accessory structure(s) related to the City Hall, as now specifically outlined in Section 4 above.
- 5.3 **Availability to, and coordination with the City.**
- a. Respondent will be available throughout the construction phase of the project, to ensure performance of contractor, resolve any related issues, to make inspections and to verify that the project was constructed in compliance with approved design plans and specifications, including all duly authorized amendments to those approved plans.
 - b. Respondent will be expected to coordinate with designated City Personnel and may be required, should the City choose, to coordinate on all or some of the project phases with a Construction Manager selected by the City and responsible directly to the City under separate contract.
- 5.4 **Cancellation of Requests for Qualifications.** An invitation for qualifications, or other solicitation may be cancelled, postponed or re-advertised, or any or all respondents may be rejected in whole, or in part, as may be specified, within the City's sole discretion. The reasons therefore shall be made part of the file. Each solicitation issued by the City shall state that the solicitation may be cancelled and that any respondent may be rejected, in whole or in part, within the sole discretion of the City. Notice of cancellation shall be sent to all businesses solicited. The City shall give any respondent the opportunity to compete on any re-solicitation or any future procurement of similar items.
- 5.5 **Sunshine Law.** Respondents are hereby notified that all information submitted as part of a response to this RFQ will be available for public inspection after opening of responses, in compliance with Chapter 286, Florida Statutes, known as the "Government in the Sunshine Law."
6. **Critical Issues.** Describe any particular critical issues relating to timeliness or emphasis on particular problem areas, etc.
7. **Submittals.** Include the following in your qualification:
- 7.1 Cover sheet of this Request for Qualifications.
 - 7.2 An informative, narrative report introducing your firm and location of the office that will be responsible for the project.
 - 7.3 A Statement of Qualifications.
 - 7.4 A resume detailing experience and recommendations from prior jobs, if any.

- 7.5 Copies of the firm's professional licensures.
- 7.6 Any other forms that are required by the City and sample of similar work performed by the firm.
- 7.7 Specification of how the final project will be submitted to the City, i.e., pad, GIF, disk, etc.

8. **Evaluation.** Qualification will be evaluated using the following criteria. The criteria are not listed in order of importance and additional criteria may be used. A committee of three (3) appointed and including the City Manager will have the final say on the evaluation criteria and will make the final selection in the best interests of the City.

- **Ability of professional personnel** (including the capacity, ability and skill of the provider to perform the contract; the character, integrity, reputation, judgment, experience and efficiency of the provider, including experience with design of municipal complexes, including city halls, government centers, police stations and/or other public facilities); 30 points
- **Relevant Experience** (including professional licensure required when service of a skilled nature as required by law to perform such service and/or skill. Priority will be given to architects that have previous experience working for the City); 15 points
- **Past Performance** (including the quality of performance of previous contracts); 15 points
- **Recent, current and projective workloads** (including whether the provider can perform the contract within the time specified without delay or interference); 10 points
- **Fee proposal** 15 points
- **Association with Sunny Isles Beach firm or having a local Miami-Dade County office** 5 points
- **Demonstration of Experience and ability to use respondent in the future for any project** 10 points

9. **Performance.** The respondent, upon award of any contract shall ensure that all items supplied and/or work performed, comply with federal, state and local laws rules and regulations as well as the terms of the contract.

10. **Process.** Respondent, upon award of the contract shall be responsible for management and organization of all public hearings and meetings with City officials, citizens' and business groups or other organizations as applicable. Any and all meetings and all costs associated with responding to this process will be at respondent's expense with no additional cost to the City.

- 10.1 Non-award. The City reserves the right in its sole and absolute discretion to reject any and all respondents, to cancel and/or withdraw this RFQ at any time.
- 10.2 Negotiations. The City may award a contract on the basis of initial offers received, without discussion, or may require respondents to give oral presentations based on their responses. The City reserves the right to enter into negotiations with the selected respondent, and if the City and the selected respondent cannot negotiate a mutually acceptable contract, the City may terminate the negotiations and begin negotiations with the next selected respondent and this process may continue until a contract has been executed or all responses have been rejected. In the event the most responsive and responsible respondent does not make at least 75% of the point criteria, the City Manager is authorized, when time or economic considerations preclude re-solicitation of qualifiers, to negotiate an adjustment of the qualifying price as long as the scope of work is not changed with the lowest, most responsive and responsible respondent, in order to bring the qualification within the amount of available funds. Final negotiation shall be in written form, as approved by the City Manager and the City Attorney. No respondent shall have any rights in the subject project or property, or against the City arising from such negotiations.
- 10.3 One Response. If only one responsive, responsible, respondent for commodity or contractual service is received, in response to a Request for Qualifications, an award may be made to the single Respondent, if the Committee finds the price negotiated is fair and reasonable, and that other prospective respondent had reasonable opportunity to respond, or there is not adequate time for re-solicitation. The City Manager shall document the reasons that such action is in the best interest of the City. Otherwise, the qualification may be rejected and:
1. New respondent may be solicited;
 2. The sole respondent may be rejected.
 3. If the City Manager determines in writing that the need for the supply or service continues, but that the price negotiated of the one respondent is unreasonable and there is not time for re-solicitation or re-solicitation would likely be futile, the procurement may then be conducted under Section 6(D) or Section 6(F), of Ordinance 2001-101, as appropriate.
- 10.4 Modifications. A respondent may submit a modified response to replace all or any portion of a previously submitted response up until the RFQ due date and time. Modifications received after the RFQ due date and time will not be considered.
- 10.5 Protest. Protest will be in accordance with Procurement Ordinance No 97-10 as amended by Ordinance 2001-101,
- 10.6 Assignment. Except for Paragraph 3.3 hereinabove, the successful respondent shall not enter into any sub-contract, retain consultants, or assign, transfer,

convey, sublet, or otherwise dispose of this contract, or of any or all of its right, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the City. Any unauthorized assignment shall constitute a default by the successful respondent.

10.7. **Default.** Failure or refusal of a respondent to negotiate a contract upon qualifying by the City Commission, or untimely withdrawal of response before such qualifying is made and approved, may result claim for damages by the City and may be grounds for removing the respondent from the City's qualifier list.

11. **Taxes.** The respondent is responsible for paying any and all taxes associated with the agreement.

12. **Termination of Agreement.** If the respondent fails to perform the conditions of the agreement as specified and as interpreted by the Manager, the Manager shall provide written notice of such violation.

12.1 The City reserves the right to terminate the agreement, without cause, with a 30-day calendar written notice unless otherwise provided in the contract.

12.2 Termination and cancellation of any agreement will not relieve the respondent for work, which was to be completed prior to the termination or cancellation of the agreement.

12.3 If the agreement is terminated for cause, respondent will be removed from the City's qualifier list.

12.4 The City Commission shall have the right to terminate the agreement in the event the respondent files any petition or proceeding for bankruptcy relief or is adjudicated to be bankrupt or insolvent or fails to pay just debts as they ordinarily become due.

12.5 This agreement may not be terminated by the respondent unless otherwise provided in the contract.

13. **Insurance Requirements.**

13.1 **General.** The respondent, including service-related respondents, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until three (3) years after final acceptance by the City of any completed project (which is in receipt of an issued Certificate of Occupancy,) such insurance as will protect the respondent from claims under professional liability, Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of respondent employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. The successful respondent shall provide copies of a Certificate of Renewal of insurance for each year of the contract and for three (3)

years following final acceptance of the project as set forth above. This includes loss of use resulting therefrom, any or all of which may arise out of the respondent's operations under the Contract Documents, whether such operations be by the respondent, or any sub contractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The respondent's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City and may be reduced or eliminated at the sole discretion of the City. The respondent is responsible for the amount of any deductible or self-insured retention. Respondent must carry a minimum of Three Million Dollars (\$3,000,000) of Professional Liability Insurance.

13.2 **Requirements for Certificates of Insurance.** Respondent shall provide the City with all required Certificates of Insurance which Certificates must be acceptable to the City. Each Certificate of Insurance shall be provided to the City at least 15 days prior to coverage renewals requested by the City. The respondent shall furnish complete copies of respondent's insurance policies, forms and endorsements. If the respondent fails to obtain and maintain for the life of the contract insurance required hereby or to replace any such expired or cancelled policies, the City may obtain and maintain such insurance with such company as it deems satisfactory with those amounts expended by the City in payment of premiums to be deducted by the City from the amounts due the respondent for work covered by the contract.

14. **Hold Harmless.**

14.1 The City, its agents, employees and officials, both elected and appointed shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

14.2 The City, its agents, employees and official, both elected and appointed shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

15. **Payment on Behalf of the City.**

15.1 Respondent agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph 13 above, up through and including, all appellate levels.

15.2 Such payment on behalf of the City shall be, in addition to any and all other legal remedies available to the City, and shall not be considered to be the City's exclusive remedy.

16. **Cone of Silence.** You are hereby advised that this Request for Qualifications is subject to the "Cone of Silence" in accordance with Miami Dade County Ordinance No(s). 98-106 and 99-1. From the time of advertising until the City Manager issues his recommendation, there is a prohibition on communication with the City's professional staff. This ordinance does not apply to oral communications at pre-submittal conferences, oral presentations before evaluation committees contract discussions made to City Commission during any duly noticed public meeting, contract negotiations with the staff following the award of an RFQ or bid by any City Commission, or communication in writing at any time with any City employee, official, or member of the City Commission unless specifically prohibited. A copy of all written communications must be filed with the City Clerk. Violation of these provisions by any proposer shall not be considered for any RFQ, for a contract for the provision of goods or services for a period of one year.

Any questions or clarifications concerning this Request for Qualifications shall be submitted in writing by mail or facsimile to **Christopher J. Russo, City Manager, 17070 Collins Avenue, Suite 250, Sunny Isles Beach, Florida 33160, (305) 947-0606 Phone, (305) 949-3113 Fax.** The bid's title/number shall be referenced on all correspondence. All questions must be received no later than five (5) calendar days prior to the scheduled proposal opening date. All responses to questions/clarifications will be sent to all prospective respondents in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER THE DEADLINE.**

The City of Sunny Isles Beach reserves the right to accept any proposal deemed to be in the best interest of the City of Sunny Isles Beach, or waive any informality in any proposal. The City of Sunny Isles Beach may reject any and all proposals.

17. **Conflict of Interest.** All respondents must disclose with their response the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, child) who is also an employee of the City of Sunny Isles Beach. Further, all respondents must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the respondent or any of its affiliates.

18. **Public Entity Crimes.** Section 287.133, Florida Statutes, provides that a person or affiliate, as defined in that Section, who has been placed on the convicted vendor list following the 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 any contract for construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded to 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 of the amount provided in Section 287.017 for CATEGORY TWO (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Any such person or affiliate convicted of a public entity crime shall provide written notice of such conviction.

**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 _____
by _____
for _____
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(IF the entity had 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 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 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 of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or 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 any entity.

Signature

Date

NON-COLLUSIVE AFFIDAVIT

State of _____)

County of _____)ss

_____ being first duly sworn, deposes and says that:

- (1) He/she is the (Owner, Partner, Officer, Representative or Agent) of the respondent 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 respondent 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 Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Respondent, firm, or person to fix the price or prices in the attached Proposal or of any other Respondent, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Sunny Isles Beach, or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Sworn to and subscribed before me this _____ day of _____, 2001, by _____ who is personally known to me or has provided _____ as identification.

Notary Seal:

Notary Signature

Commission Expires:

Commission No.: