

**REQUEST FOR PROPOSALS
FOR UST REMOVAL AND CLOSURE ACTIVITIES
PANAMA CITY-BAY COUNTY INTERNATIONAL AIRPORT**

1.0 INTRODUCTION:

The Panama City-Bay County Airport and Industrial District is seeking proposals from State of Florida approved interested firms for the removal, disposal and closure of Underground Storage Tanks (UST), associated distribution lines, dispenser sumps and any related equipment in three different fuel farms located on the Panama City-Bay County International Airport. The winning bidder will be required to prepare a report requesting unconditional No Further Action from the Florida Department of Environmental Protection (FDEP) after completion of work.

One of the three sites included in this Request for Proposals contains single wall tanks which are required by FDEP to be removed prior to December 31, 2009. Therefore time schedules presented in all proposals should take this into consideration.

1.01 SUBMISSION OF PROPOSALS:

The Airport Authority will receive sealed proposals until 10:00 a.m. CST on Monday, November 2, 2009. Three (3) copies and one original proposal (for a total of four (4)), WHICH PROVIDE SUFFICIENT INFORMATION/DETAIL TO EVALUATE YOUR PROPOSAL AS NOTED HEREIN must be delivered to the Administrative Offices located in the Panama City-Bay County International Airport Terminal, Second Floor, 3173 Airport Road, Box A, Panama City, Florida 32405. The envelope should be marked on the outside PROPOSAL FOR UST REMOVAL AND CLOSURE ACTIVITIES FOR THE PANAMA CITY-BAY COUNTY INTERNATIONAL AIRPORT. When sufficient copies have not been submitted with the Proposal, the required copies must be provided within twenty four (24) hours of proposal opening, or your proposal will be considered non-responsive.

1.02 PRE-PROPOSAL MANDATORY MEETING:

A MANDATORY pre-proposal meeting will be held on Tuesday, October 20, 2009 at 9:00 a.m. CST in the Panama City-Bay County International Airport Board Room, located on the Second Floor of the Terminal building at 3173 Airport Road, Panama City, Florida. This mandatory pre-proposal meeting will include a tour of the three sites requiring UST removal and closure activities. Please make arrangements to be represented or your proposal will not be accepted. This information session presents an opportunity for the bidders to clarify any concerns regarding proposal requirements.

1.03 PROPOSAL AMENDMENTS:

The Airport Authority reserves the right to amend this proposal, in the form of an addendum. Any change to this proposal will be brought to the attention of all prospective bidders. No change(s) and/or interpretation(s) shall be considered binding unless provided to all bidders in writing by the Executive Director or his designee.

1.04 FURTHER INFORMATION:

Bidders requiring additional information regarding the Submission of Proposals may contact the Director of Operations, Kip Turner, at (850)763-6751, extension 205. Prospective bidders are held responsible for visiting sites and becoming familiar with all aspects of the work to be performed prior to submitting a Proposal.

1.05 CANCELLATION OF CONTRACT:

During the period of the contract, the Airport Authority reserves the right to cancel services upon five (5) days notice, if the Airport Authority determines, at the Airport Authority's sole discretion, that services are being unsatisfactorily performed.

1.06 INSURANCE REQUIREMENTS-ATTACHMENT 1:

The insurance requirements of this project are listed in Attachment 1. The Insurance Requirements contained in this Proposal represent the minimal protection necessary for the Airport Authority. Further modifications of the requirements may be made at the sole discretion of the Airport Authority if circumstances change or adequate protection of the Airport Authority is presented. No award will be recommended until a written determination is made by the Airport Authority that the Airport Authority is adequately protected.

The low bidder shall be required to provide proof of proper insurance to the Director of Administration prior to recommendation of award to the Airport Authority Board. Without limiting any of the other obligations or liabilities of bidder, bidder shall provide, pay for and maintain in force until all of its work to be performed under this Contract has been completed and accepted by the Airport Authority (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth in Attachment 1.

1.07 REFERENCE REQUIRED:

Bidder should submit with their Proposal evidence and/or references of satisfactory experience in UST removal and closure activities.

1.08 BASIS OF AWARD:

If the Airport Authority awards a contract under this Request for Proposals, the Airport Authority shall award the contract to the lowest responsive and responsible bidder; provided, however, the Airport Authority reserves the right to award the contract to a bidder who is not the lowest responsive and responsible bidder if the Airport Authority determines in its reasonable discretion that another proposal offers the City a better value based upon the reliability, quality of service, or product of such other bidder.

PROPOSAL SHOULD BE SUBMITTED IN ONE ORIGINAL AND THREE (3) COPIES AND MUST PROVIDE SUFFICIENT INFORMATION/DETAIL TO EVALUATE PROPOSAL EVALUATION CRITERIA.

The Airport Authority reserves the right to ask questions of clarification on submitted documents of any or all bidders as part of its evaluation. All questions shall be answered

by the bidders. Failure to respond to all questions is cause for the proposal being ruled non-responsive.

1.09 ASSIGNMENT AND/OR SUBCONTRACTING:

A listing of all subcontractors, if any, and the portion of the contract they will perform must be submitted with the Proposal. If sub-contractors are stated, this does not relieve the bidder from any prime responsibility of full and complete satisfactory and acceptable performance under any awarded contract.

1.10 PROPOSAL WITHDRAWAL:

A bidder may withdraw his Proposal only if he states such intent in writing prior to the award by the Airport Authority Board.

1.11 QUALIFICATIONS OF PROPOSERS:

Proposals will be considered only from firms normally engaged in providing and performing the services specified herein. Proposers must have adequate organization, facilities, equipment and personnel to insure prompt and efficient service to the Airport Authority, and shall have all necessary licenses and permits required by law.

1.12 DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS:

It is the policy of the Board that Disadvantaged Business Enterprises (DBEs) shall have the maximum opportunity to participate in the performance of this project. Firms providing professional services shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26, to insure maximum opportunity to compete for and perform contracts without discrimination on the basis of race, creed, color, national origin, handicap or sex.

1.13 INDEMNIFICATION:

The bidder shall indemnify and save harmless the Airport Authority, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the completion of this Project; or by or in consequence of any negligence (excluding negligence of Airport Authority), in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said bidder or his Subcontractor, Agents, Servants or Employees. Bidder agrees to indemnify and save harmless the Airport Authority against any claims or liability arising from or based upon the violation of any federal, state, county or city laws, by-laws, ordinances or regulations by the bidder. Further, bidder agrees to indemnify and save harmless the Airport Authority from all such Claims and fees, and from any and all suits and actions of every name and description that may be brought against Airport Authority on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the Airport Authority for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation. The indemnification provided above shall obligate the bidder to defend at his own expense or to provide for such defense, at the Airport Authority's option, any and all claims of liability and all suits and actions of every name and description that may be brought against the Airport Authority which may result from the operations and activities under

this Contract whether the construction operations be performed by the bidder, his subcontractor or by anyone directly or indirectly employed by either.

1.14 PUBLIC ENTITY CRIME PROVISION:

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 the 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 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 [\$11,000.00] provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. A STATEMENT ON PUBLIC ENTITY CRIMES, which must be included with your bid submittal, can be found as Attachment 2.

1.15 NON-COLLUSION STATEMENT:

By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to the best of his or her knowledge, any Airport Authority officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (1989), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Airport Authority officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than 5 percent of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor. Failure of a vendor to disclose any relationship described herein shall be reason for debarment.

NAME	RELATIONSHIP

In the event the vendor does not indicate any names, the Airport Authority shall interpret this to mean that the vendor has indicated that no such relationships exist.

1.16 MISCELLANEOUS:

The Panama City-Bay County International Airport retains the right without prejudice to reject any or all proposals. There is no expressed or implied obligation for the Panama City-Bay County Airport and Industrial District to reimburse firms for any expenses incurred in preparing proposals in response to this request.

2.1 SCOPE OF WORK:

The selected firm will be responsible for the removal, offsite disposal, and reporting requirements of all UST's and related equipment located in the following three fuel farms which are located on the Panama City-Bay County International Airport:

1. East Fuel Farm: This site consists of two 10,000 gallon double wall fiberglass USTs and associated piping/lines and related equipment. The tanks are documented as being closed in place (filled with inert aggregate). It is unknown as to what inert material was used to fill these USTs. Certified clean fill will be required to backfill the excavation. Permanent fence restoration will be required for some areas. Based on environmental assessment and remediation work performed previously at this site, no impacted site media is expected to be encountered during the UST removal work. A removal documentation report is required to be submitted documenting all aspects of the UST removal actions along with any and all reports deemed necessary to receive an unconditional No Further Action status from the FDEP after completion of work.

2. South Fuel Farm: This site is located adjacent to a Fixed Base Operation which is an active business conducting aircraft services on the Airport and will therefore require certain measures to ensure continued operation is allowed. It includes three 10,000 gallon single wall USTs and associated piping/lines and related equipment. This site is also currently under investigation for low level petroleum impacts to groundwater. Additional requirements and information related to known contamination are as follows:

- Sheet pile will be required for the removal of USTs
- Dewatering will be performed and a National Pollutant Discharge Elimination System (NPDES) permit required. Treatment of the groundwater removed may be required based on the NPDES permit requirements prior to discharge.
- Three groundwater monitoring wells will be required to be installed by a Florida licensed water well driller. The total depths of the monitoring wells are 14 feet.
- Up to 500 tons of petroleum impacted soils is anticipated to require disposal at a subtitle D landfill. Contractor is responsible for all waste profile sampling and manifesting.
- Site will be restored with a six inch thick layer of lime rock
- Contractor will be required to provide environmental sampling and reporting for this site following the removal of the USTs to include a limited closure assessment report along with any and all reports deemed necessary to receive an unconditional No Further Action status from the FDEP after completion of work. It is anticipated that following the reinstallation of the three monitoring wells, these wells will require up to three sampling events for a goal of obtaining two consecutive groundwater sample results demonstrating that Florida Department of Environmental Protection (FDEP) Groundwater Cleanup Target Levels (GCTLs) are not exceeded.

3. Precision Aviation: This area is located on an active and paved ramp which is used for aircraft movement and parking. This area also will require special

consideration to ensure uninterrupted access of the ramp and facilities for the adjacent business. It is thought to have up to three 4,000 gallon USTs which were formerly closed in place. These tanks are to be removed and properly disposed of along with any associated or related equipment. Certified clean fill will be required to backfill the excavation and restoration of the site is required to include repaving the ramp disturbed. A limited closure assessment report is required to be completed for the removal of the USTs. This will include soil and groundwater sampling in accordance with FDEP Storage Tank Closure Assessment Requirements.

2.2 SITE HEALTH AND SAFETY PLAN:

The Contractor is solely responsible for the safe performance of agreed services by its employees and/or subcontracted service providers as well as any and all persons in the vicinity of the construction site. The Contractor is solely responsible for the implementation of the appropriate/required written health and safety regulations, health, and environmental procedures and affiliated documentation. A copy of the Contractors site specific Health and Safety Plan (HASP) is to be submitted to the Airport prior to construction taking place. It should address all issues regarding the health and safety of workers in accordance with applicable federal, state and local regulations governing health and safety. .

2.3 EQUIPMENT:

The Contractor shall furnish all materials, tools, supplies, permits, insurance, labor and any other associated needs to accomplish the tasks specified herein.

2.4 SECURITY REQUIREMENTS:

Contractor personnel performing work inside the Airport Operations Area (AOA) fence will require Airport badging or an escort that has received an appropriate Airport badge. Information as to what is required for an Airport AOA badge and clearance can be received by calling the Panama City-Bay County International Airport Police Department at: 850-763-6751.

2.5 SITE SECURITY:

A temporary 6-foot high chain link fence with fabric (dust control) will be erected around all excavation and work areas for the duration of the project to increase safety and minimize the impact on the surrounding area. Proper signage (i.e. Hard Hat Area, Construction Zone, etc.) will be posted on the perimeter of the fence and at each entrance. Caution flags and lighting will be installed for the work performed at Precision Aviation only as construction here will take place on an operating aircraft movement area ramp.

2.6 STORM WATER MANAGEMENT:

The anticipated total disturbed area for each of these sites is much less than 1 acre in size however, attention will be given to the management of stormwater runoff. Provisions will be made to address stormwater runoff with a combination of silt fences, hay bales, plastic sheeting, runoff monitoring, and other methods of stormwater management. The

stockpiled soils left onsite at the end of each day will be covered with plastic sheeting and enclosed by a series of hay bales or silt fencing.

2.7 PERMITS:

The Contractor will be responsible for obtaining and complying with all required permits for, but not limited to construction, disposal, and electrical activities. The Contractor shall also be responsible for filling out and filing with the Florida Department of Environmental Protection and Bay County the Application for Closure of Pollutant Storage Tank Systems.

2.8 SITE ACCESS AND TRAFFIC CONTROL:

All three sites are in active areas of the Panama City-Bay County International Airport. Traffic on the property is anticipated to be limited primarily to tenants accessing the airfield, personnel working on the Airport, traffic related to said construction activities and customers accessing the Fixed Base Operation (Precision). However, due to tenant concerns for ease of movement and access, a traffic control strategy will be devised to best utilize the site space prior to commencement of construction activities. All three sites will be discussed and a chance to visit each will be available during the mandatory pre-bid meeting.

At a minimum, traffic control will be instituted through the use of lighted barricades, barrels and caution tape. It is not anticipated that a Maintenance of Traffic permit will be required as most of the construction activity will occur on Airport property.

2.9 UTILITY AND PERMIT CLEARANCE:

Prior to beginning excavation efforts, all known utilities that lie within the areas to be excavated will be delineated and posted with survey flags as “no dig” areas or areas to be excavated using hand tools. If any buried utilities or related structures are encountered during excavation, they will be flagged and properly supported, braced, or adjustments to the proposed excavation area will be made. The FDEP site manager will be notified of changes to the excavation due to utilities or associated structures.

2.10 UNDERGROUND STORAGE TANKS & DISTRIBUTION SYSTEM REMOVAL:

The existing UST, distribution lines, and any associated or related equipment shall be removed. All distribution lines shall be drained and rinsed with water into their respective USTs. The USTs shall then be drained, purged of fumes, cleaned and disposed of in accordance with all applicable county, state, and federal regulations. The Contractor is responsible for the disposal of all fluids generated from the draining and cleaning of the USTs. After excavation and removal of the USTs, the tanks shall be properly disposed of after being crushed, cut up, punctured, or perforated with many drill holes to be sure that the tank cannot be reused. A copy of all disposal manifests and weight tickets will be included in the Final Report to the Airport.

The tank removal activities shall be performed by a certified contractor in accordance with the American Petroleum Institute (API) RP 1604, National Fire Protection Association (NFPA) 30, and Florida Administrative Code (FAC), Chapter 62-761.

2.11 BACKFILL AND COMPACTION:

Offsite backfill which is certified to be clean (concentrations below residential SCTLs from 62-777 FAC) by analytical testing for volatile organic compounds, semi volatile organic compounds, RCRA Eight metals, pesticides, PCBs, and herbicides is to be used. Any materials removed from the excavation will be screened with an organic vapor analyzer. If visual observations or organic vapor readings indicate potential soil contamination in accordance with FDEP guidelines (62-770 FAC), the backfill may not be returned to the excavation and the Airport Authority is to be notified.

The backfill will be placed in the open excavation in 12-inch lifts and compacted from the bottom up to a depth of 6 inches and compacted to 95% Standard Proctor, ASTM-D (latest revision). Field density compaction tests will be performed to confirm adequate compaction at 2-foot intervals from the bottom of the excavation to the surface. All compaction results for each site will be included in the Final Report to the Airport.

2.12 SURFACE/SITE REPAIR:

Each of the three sites will be brought back to match the existing surroundings on the surface (i.e. grass, pavement, etc.) as it applies to each area.

2.13 POST UST CLOSURE GROUNDWATER MONITORING:

Following completion of the soil excavation activities at the South Fuel Farm and the installation of the three monitoring wells, Contractor will be required to perform up to three sampling events at later times to be determined. Analysis of the groundwater samples is in accordance with Table B, Florida Administrative Code (FAC) 62-770. The objective is to obtain two consecutive groundwater sample results demonstrating that FDEP Groundwater Cleanup Target Levels (GCTLs) are not exceeded.

ATTACHMENT 1

INSURANCE REQUIREMENTS

1. The contractor will secure and "maintain in a company or companies licensed to do business in the State of Florida", the following minimum items of Insurance. The company or companies will have a "Best" rating of at least:
 - (a) A/Class I for contracts \$250,000 or less
 - (b) A/Class II for contracts to \$250,000 to \$500,000
 - (c) A/Class III for contracts to \$500,000 to \$750,000
 - (d) A/Class IV for contracts to \$750,000 to \$1,000,000
 - (e) A/Class V for contracts to \$1,000,000 to \$1,500,000
 - (f) A/Class VI for contracts to \$1,500,000 to \$2,500,000
 - (g) A/Class VII for contracts to \$2,500,000 to \$3,750,000
 - (h) A/Class VIII for contracts to \$3,750,000 to \$5,000,000
 - (i) A/Class IX for contracts to \$5,000,000 to \$7,500,000
 - (j) A/Class X for contracts \$7,500,000 to \$12,500,000
 - (k) A/Class XI for contracts \$12,500,000 to \$25,000,000
2. Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - (a) Premises-Operation (including X-C/U as applicable).
 - (b) Independent Contractor's Protective
 - (c) Products and Completed Operations
 - (d) Personal Injury Liability
 - (e) Contractual - Including specified provision for Contractor's obligations in contract if available.
 - (f) Owned, non-owned and hired motor vehicles.
 - (g) Broad form Property Damage including Completed Operations.
 - (h) Umbrella Excess Liability if applicable.
3. Required Minimum Coverages and Limits:
 - (a) Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

- (1) Bodily Injury and Property Damage Combined Single Limit (CSL) \$500,000 each occurrence/\$1,000,000 General Aggregate
- (2) Products and Completed Operations to be maintained for 3 years after final payment. Owner and Engineer to be included as additional insureds. - \$500,000 Aggregate
- (3) Property Damage Liability Insurance shall provide X, C and U Coverage.
- (4) Broad Form Property Damage Coverage shall include Completed Operations.

(b) Blanket Contractual Liability

1. Bodily Injury and Property Damage Combined Single Limit (CSL) - \$1,000,000 Each Occurrence.

(c) Personal Injury - \$500,000 per person.

(d) Business Auto Liability (including owned, non-owned and hired vehicles):

1. Bodily Injury and Property Damage Combined Single Limits (CSL) \$500,000 Each Occurrence or, Split Limits;

- (a) Bodily Injury:
\$500,000 each person
\$500,000 each occurrence

- (b) Property Damage:
\$500,000 each occurrence

(e) Umbrella Excess Liability: Occurrence Form

Coverage provided under umbrella must follow coverage provided in primary.

(f) Workers' Compensation:

1. State: Statutory
2. Applicable Federal (e.g., Longshoreman's & Jones Act) Statutory
3. Employer's Liability: (Including Maritime if applicable)
\$500,000 Per Accident
\$500,000 Disease - Each Employee
\$500,000 Disease - Policy Limit

4. Other Requirements:

- (a) Insurance and Bonds: All insurance and bonds in connection with the work to be performed under the contract shall be countersigned by a licensed agent resident in the State of Florida.
- (b) Transmittal of bond and Proof of Carriage of Insurance: One (1) copy of the Proof of Insurance, as called for above, shall be delivered to the Engineer along with each copy of the Contract Documents and required bonds.
- (c) The Owner and Engineer shall be named as additional insured in the General Liability Insurance Coverage as provided for in Paragraph 2. above.

INDEMNIFICATION

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may

be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. In any and all claims against the Owner, the Engineer or any of their agents or employees by any employee 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, the indemnification obligation under Paragraph 1. above 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 under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
3. The obligations of the Contractor under Paragraph 1. above, shall not extend to the liability of the Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

ATTACHMENT 2

EXHIBIT A

SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Panama City-Bay County Airport and Industrial District

by _____

(print individual's name and title)

for

(print name and 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 No. of the individual signing this sworn statement:

_____.)

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g) of the 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 “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, and 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, not 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 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 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 287.107, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

(date)

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority, (name of individual signing)_____

who, after first being sworn by me, affixed his/her signature in the space provided above on this

_____ day of _____, 2009.

Subscribed and sworn to before me this _____ day of _____, 2009.

My commission expires:

Notary Public