ART IN PUBLIC PLACES

Request for Proposals (RFP)

Conch Key Fire Station #17 10 S. Conch Avenue, Conch Key, Florida (MM 63)

RFP accessed through Demandstar-Onvia by calling (800)711-1712 or the websites www.monroecounty-fl.gov or through Florida Keys Council of the Arts website www.keysarts.com

Board of County Commissioners (BOCC)

Mayor, George Neugent, District 2 Mayor Pro-Tem, Heather Carruthers, District 3 Sylvia Murphy, District 5 David Rice, District 4 Danny Kolhage, District 1



SUBMISSION DEADLINE

October 8, 2013 3:00 p.m.

THE ART IN PUBLIC PLACES PROGRAM

Monroe County Art in Public Places (AIPP) is a county appointed committee responsible for the commission and purchase of art by contemporary artists in any media. The Monroe County Art in Public Places Ordinance mandates 1% of new county building construction costing a minimum of \$500,000 and renovations costing a minimum of \$100,000 be set aside to fund this program. A five member committee appointed by the County Commission plus two non-voting members appointed by the county administrator, pre-qualifies, reviews and recommends projects to the Board of County Commissioners (BOCC). The Monroe County Art in Public Places is administered through the Florida Keys Council of the Arts (FKCA) www.keysarts.com

BUDGET

The maximum art budget amount, inclusive of all costs for artists, including installation, is \$14,000 for any and all commissions for this project. The selected Artist is required to work with the AIPP Committee and county project management team.

PROJECT HISTORY

Built in the 1950's, the Conch Key Fire Station building has gone through extensive renovations and additions over the years, with the most recent providing for an additional 4,000 square feet. It was October 25, 2001 when the Conch Key Volunteer Fire Department filed voluntary dissolution with the State, at which time it officially became the County's first career fire station.

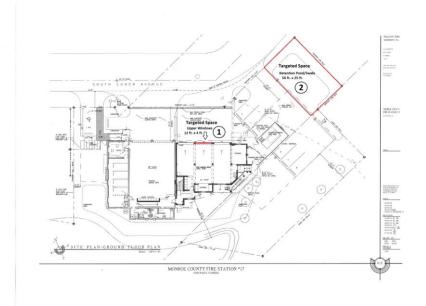
BUILDING AND SITE DESCRIPTION

Conch Key is divided by U.S. Highway #1 (the Overseas Highway), with the Conch Key Fire Station located on northern part of the island on S. Conch Avenue, the southern loop of the small island's main and perimeter road. The island retains its historic character as a fishing village, with commercial and private fishing, marina, restaurant, residences and tourist rentals. The Fire Station is located in a highly visible area of the island and can be seen from U.S. Highway #1 by all travelers traveling in the westerly (southbound lane) direction. Those driving past the Fire Station on Conch Key will be residents and tourists who live or visit Conch Key.

TARGETED SPACES

Exterior Only

- 1. Upper windows area 12 ft. x 4 ft
- 2. Retention pond/swale 50 ft. x 25 ft.





Drawing courtesy of William P. Horn, Architect, P.A.

SELECTION CRITERIA for RFP

- Exceptional Quality (20 points)
- Enduring Value and Maintenance (30 points)
- Site Compatible (25 points)
- Character and Environment of the Florida Keys (10 points)
- Artists that reside in the Florida Keys (10 points)



Facing US Highway 1

SELECTION OF ARTWORK: A two-step process

Step 1 - Request for Qualifications (RFQ) You must be a pre-qualified artist to apply for this RFP. Go to Step 2. Artist must meet all criteria to qualify through the initial application process; in which artists must substantiate successful completion of contracts and projects within the past 10 years in the public and/or private sector. AIPP Committee members will select the artists, and then they will be eligible to receive all Requests for Proposals (RFP). Artists whose current materials have been pre-qualified for previous projects with the Florida Keys Council of the Arts will receive all RFPs for future projects for five (5) years. It is the artists' responsibility to notify FKCA of mail and e-mail address changes.

Step 2 - Request for Proposal (RFP)

Artists may develop and submit a proposal based on their evaluation of the project and site opportunities. In collaboration with the artist, the county staff and the project architect will provide all pertinent project information. Proposals must comply with ADA and local code requirements. Artist may make use of exterior and interior materials such as landscape, site furnishings, column cladding, flooring material, furniture, glazing, and lighting. Exterior art must be durable to withstand sub-tropical climate conditions with hurricanes. **If applying for multiple spaces, proposal will furnish itemized budget for each space.** The total amount shall not exceed the stipulated total (\$14,000) for this project. Proposals for alternate spaces will be considered by the Committee on a case by case basis.

INSTALLATION REQUIREMENTS

Artists are responsible for all arrangements and costs including delivery, equipment and tools as necessary to provide a completed and installed work. All additional costs must be included in the proposed quote. A complete work is considered to be installed in place, and when appropriate displayed with lighting and base.

SELECTION PROCESS AND TIMELINE

Artists will be advised of the final date for recommendation to the BOCC if and when they are selected and sent a contract. Finalists may be required to present to the BOCC at a monthly meeting. The artist(s) will have at least ninety (90) days to execute and complete their work to coincide with the completion date of the project. A contract approved by the County Attorney's office must be executed by the artist. A **sample** contract is attached. The Board of County Commissioners reserves the right to reject any and all applicants, to waive informalities in any and all responses, to readvertise, and to separately accept or reject any response and to award and/or negotiate a contract in the best interest of the County.

INSURANCE REQUIREMENTS

Artists whose proposals are selected through the RFP process must agree to maintain a \$300,000 liability insurance policy (as part of their contract) which will insure and indemnify the artist(s) and the County during the term of the contract and for one year after acceptance of the project, unless the requirement is waived by the Monroe County Risk Manager.

SUBMITTAL REQUIREMENTS

- 1. **Application:** Complete, sign, and date the attached application.
- 2. **Written Proposal:** Narrative summary describing the proposed <u>original and project-specific artwork</u>. Limit: 2 pages 8.5" x 11".
- 3. **Itemized Budget:** Include all aspects of design, complete installation, artist fees, and fabrication. If 3-dimensional art, complete installation will include base, lighting, and any other applicable components.
- 4. Concept drawings of proposed <u>original and project-specific artwork</u>: Submit a maximum of **5** digital images in PDF or JPG format not exceeding 75dpi. Alternatively or additionally, printed images/drawings/color sketches may be provided on a maximum of **five** 8.5" x 11" pages; however, digital format is preferred.
- 5. **Model:** If 3-dimensional art, one (1) small model to be included.

Note: RFP application materials will not be returned to the applicant without prior pre-paid shipping.

SUBMISSION DEADLINE

The required submittal must be received before **October 8, 2013 - 3 p.m. EST**. Include two (2) original sets of the written materials (submittal items 1, 2, 3 above) plus five (5) copies. Include one (1) set of visual materials (submittal items 4 and 5 above). Materials are to be submitted in a sealed envelope or box clearly marked on the outside "**Conch Key Fire Station #17**" Materials may be delivered by certified mail, return receipt requested; hand-delivered or couriered. Return receipt recommended. Address and deliver to:

Monroe County Purchasing Department 1100 Simonton Street # 2-213 Key West, FL 33040

IN COMPLIANCE WITH COUNTY REGULATIONS, MATERIALS RECEIVED AFTER THE DEADLINE STATED ABOVE WILL BE AUTOMATICALLY REJECTED.

ABSOLUTELY NO EXCEPTIONS WILL BE MADE FOR ANY REASON.

Faxed, e-mailed, incomplete proposals, or proposals that do not include the specified number of copies will be <u>disqualified</u>. All responses must remain valid for a period of ninety (90) days. The BOCC will automatically reject the application of any person or affiliate who appears on the convicted vendor list prepared by the Department of Management Services, State of Florida, under Sec. 287.133(3) (d), FS (1997).

Questions Contact:

Elizabeth Young, Executive Director, Florida Keys Council of the Arts director@keysarts.com or phone: 305.295.4369 or Susann D'Antonio, Chair, Monroe County Art in Public Places torchart@mac.com

Monroe County Art In Public Places REQUEST FOR PROPOSALS Application Cover Sheet

Da	te:		
Ар	plicant Contact Information:		
Na	me:		
Ad	dress:		
Ph	one(s):		
E-I	1ail:		
We	ebsite:		
	nroe County resident: Yes No yes, please attach proof of residency.)		
То	tal Budget/Cost:		
Total Number of Art Pieces included in proposal: Please briefly describe the following if applicable; if not applicable indicate with N/A.			
Sp	ecial lighting required:		
Ot	ner special requirements:		
Ту	pe/amount of project access desired:		
In	stallation time required:		
Ma	intenance requirements:		
Ar	ist maintains a \$300,000 liability insurance policy: Yes / No If no, please explain.		
Ple	ase check the following items to indicate they are attached:		
	Written proposal.		
	Itemized budget.		
	Concept drawings; 5 pages maximum (8.5" x 11") including color sketch $\underline{\textbf{or}}$ digital rendition Digital images PDF or JPG not exceeding 75dpi – 5 images maximum.		
	If 3-dimensional art proposal, one small model.		
No	e: Support materials will <u>not</u> be returned to the applicant without prior pre-paid shipping.		
Sig	nature confirming that all information provided for this application is true and correct.		
Art	ist or head of organization Type or print name Date		

Monroe County Art in Public Places Award Agreement

This AGREEMENT dated the day of, is entered into by and between the BOARD OF COUNTY COMMISSIONERS FOR MONROE COUNTY, HEREINAFTER "County", and, hereinafter "Artist."
SSAC #
WHEREAS, the Art in Public Places Ordinance $\#022-2001$, codified at MCC §2-322(A), provides for an appropriation of 1% of the construction costs for new construction exceeding \$500,000 and renovations exceeding \$100,000; and
WHEREAS, the Ordinance establishes an Arts in Public Places (AIPP) Committee to advise the County Commission regarding art to be acquired and installed in each public construction project subject to the AIPP allocation; and
WHEREAS, the AIPP Committee has selected and recommended to the BOCC one or more artists for this project; and
WHEREAS, the Board of County Commissioners of Monroe County have determined that it is in the interest of the promoting the understanding and awareness of the visual arts to contract for the creation and installation of artwork in
NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the parties have entered into this agreement on the terms and conditions as set forth below.
1. AGREEMENT PERIOD. This agreement is for the period through 60 days subsequent to date of issuance of Certificate of Occupancy or Certificate of Completion for building. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 and 13 below. All work for which AIPP funds are to be expended must be completed by the stated termination date.
2. SCOPE OF AGREEMENT. The Artist shall provide
Artist shall confer with and coordinate activities with the construction contractor on the job in order to insure that there is as much cooperation and cohesiveness in the incorporation of the art into the building under construction, and so that there shall be the least amount of interference between the Artist and the Contractor.
3. AMOUNT OF AGREEMENT AND PAYMENT: The County shall provide an amount not to exceed for materials and services used to create and install the project. The Board of County
Commissioners assumes no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC. Pursuant to Florida's Prompt Payment Act, upon receipt by County of an Invoice for each of three (3) phases, and documentation to satisfy the Clerk that the appropriate phase has been completed, payment shall be made for the following phases at the referenced rates:
1. Design Phase: 33.3% of total payment;
 Materials: 33.3% of total when artists submits receipts for materials and eligible costs equal to or greater than 33 .3% of the contract total; and
3. Completion: 33.3% final payment due when installation is deemed complete and contractual agreement specifications are verified by

the Monroe County Facilities Development Department.

Eligible costs and expenditures for the project and the total award include, but are not limited to:

- A. Artists design fee
- B. Labor, materials, contracted services required for production and installation
- C. Artists operating expenses related to the project
- D. Travel related to this project, pursuant to statutory limitations
- E. Transportation of the work to the site
- F. Installation to the site
- G. Permits and fees necessary for the installation (applicable for exterior projects which also require HARC review)
- H. legal costs directly related to the project
- I. Liability costs of artist

Payment shall be made upon presentation of an invoice and documentation necessary to support the completion of the work. Artist shall also provide release of liens if applicable.

Final payment requests must be submitted no later than 60 days after the completion of project.

- 4. OWNERSHIP and RIGHTS. Upon the installation of the artwork, County shall own the artwork and all rights related thereto fully and completely.
- 5. RECORDS. The Artist shall keep such records as are necessary to document the performance of the agreement and give access to these records at the request of the County, the State of Florida or authorized agents and representatives of said government bodies. The Artist understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives.
- 6. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County.
- 7. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Artist is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Artist or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.
- 8. COMPLIANCE WITH LAW. In carrying out its obligations under this agreement, the Artist shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the County to terminate this agreement immediately upon delivery of written notice of termination to the Artist.

Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, County or City.

9. HOLD HARMLESS/INDEMNIFICATION. The Artist hereby agrees to indemnify and hold harmless the BOCC, Florida Keys Council of the Arts, AIPP Committee and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Artist shall immediately give notice to the County of any suit, claim or action made against the County that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

- 10. ANTI-DISCRIMINATION. The Artist agrees that they will not discriminate against any of their employees or applicants for employment or against persons for any benefit or service because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.
- 11. ANTI-KICKBACK. The Artist warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County has any interest, financially or otherwise, in the said funded project, except for general membership. For breach of violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.
- 12. TERMINATION. This agreement shall terminate pursuant to Paragraph #1 Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Artist. The County may terminate this agreement without cause upon giving **90 days** written notice of termination to Artist. The County shall not be obligated to pay for any services or goods provided by Artist after Artist has received written notice of termination.
- 13. TERMINATION FOR BREACH. The County may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Artist shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions.
- 14. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the County and the Artist.
- 15. CONSENT TO JURISDICTION. This agreement, its performance, and all disputes arising hereunder, shall be governed by the laws of the State of Florida, and both parties agree that the proper venue for any actions shall be in Monroe County.
- 16. ETHICS CLAUSE. Artist warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 or ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.
- 17. PUBLIC ENTITY CRIME STATEMENT. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement 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 public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Artist represents that Artist is not on the Convicted Vendor list.
- 18. AUTHORITY. Artist warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Artist below that they are authorized to contract Artist's services.

- 19. LICENSING AND PERMITS. Artist warrants that he or she shall have, prior to commencement of work under this agreement and at all time during said work, all required licenses and permits whether federal, state, County or City.
- 20. INSURANCE. Artist agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Artist and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Artist for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Artist of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, **unless the requirement is waived by the Monroe County Risk Manager**, Artist shall maintain on file with the County a certificate of insurance of the carriers showing that the aforesaid insurance policy is in effect. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

Acceptance and/or approval of Artist's insurance shall not be construed as relieving Artist from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies except worker's compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County form titled "Request for Waiver of Insurance Requirements" and must be approved by Monroe County Risk Management. The following coverages shall be provided prior to commencement of work governed by this contract:

- 1. Workers Compensation if, and as required by Florida Statues.
- 2. General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

Premises Operations

- Projects and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person \$300,000 per Occurrence \$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

21. NOTICE. Any written notice to be given to either party under this agreement or related hereto shall be addressed and delivered as follows:

For Artist For County

Florida Keys Council of the Arts 1100 Simonton Street Key West, FL 33040

And

County Attorney P.O. Box 1026 Key West, FL 33041-1026 This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Artist, one to Facilities Development for use in the administration of the Contract, and the remainder to the Owner.

Execution by the Artist must be by a person with authority to bind the entity.

Signature of the person executing the document must be notarized and witnessed by another officer of the entity, or by two other witnesses.

(SEAL) Attest: Amy Heavilin, Clerk	BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA	
By: Deputy Clerk	By: Mayor/Chairman	
Deputy Clerk	Mayor/Chairman	
(Seal) Attest:	ARTIST:	
Ву:	Ву:	
Print Name:	Print Name:	
Title:	Title:	
Date:	Date:	
Or: Witness 1:	Date:	
Print Name:		
Witness 2:	Date:	
Print Name:		
STATE OF FLORIDA COUNTY OF		
or who produced	, 200, before me, the undersigned notary public,, known to me to be the person whose name is subscribed at as identification, and acknowledged that he/she is the contract with Monroe County for the artwork at CONCH KEY FIRE therein contained.	ove 1e
	Date:	
Notary Public Print Name		
My commission expires:		

NON-COLLUSION AFFIDAVIT

	I am
	of the firm of
	the bidder making the Proposal for the project described in the Notice for Calling for bids for:
	and that I executed the said proposal with full authority t do so:
2.	the prices in this bid have been arrived at independently without collusion, consultation, communication of agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3.	unless otherwise required by law, the prices which have been quoted in this bid have not been knowingl disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly cindirectly, to any other bidder or to any competitor; and
١.	no attempt has been made or will be made by the bidder to induce any other person, partnership of
	corporation to submit, or not to submit, a bid for the purpose of restricting competition;
5.	corporation to submit, or not to submit, a bid for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.
5.	the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.
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STA	the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project. (Signature of Bidder) (Date)
STA'	the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project. (Signature of Bidder) (Date) E OF: TY OF:
COU PER: who,	the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project. (Signature of Bidder) (Date)
STA'COU	the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project. (Signature of Bidder) (Date) E OF: TY OF: DNALLY APPEARED BEFORE ME, the undersigned authority, first being sworn by me, (name of individual signing) affixed his/her signature in the space provide

LOBBYING AND CONFLICT OF INTEREST FORM

<u>SWORN STATEMENT UNDER ORDINANCE NO. 10-1990</u> <u>MONROE COUNTY, FLORIDA</u>

warrants that he/it has not employed,
retained or otherwise had act on his/its behalf any former County officer or employee in violation of
Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of
Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion,
terminate this contract without liability and may also, in its discretion, deduct from the contract or
purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or
consideration paid to the former County officer or employee.
(signature)
Date:
STATE OF
STATE OF
STATE OF
COUNTY OF
PERSONALLY APPEARED BEFORE ME, the undersigned authority,
COUNTY OF
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this day of
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this day of

OMB - MCP FORM #4

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:
(Name of Business)
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, o use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken agains employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.
Bidder's Signature
Date

OMB - MCP#5