

ART IN PUBLIC PLACES

Request for Proposals (RFP) #2

Freeman Justice Center – Drug Court Lobby and Meeting Room Key West, Florida

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

Board of County Commissioners (BOCC)

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



SUBMISSION DEADLINE

November 25, 2014 3:00 p.m. EST

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

PROJECT HISTORY - BUILDING AND SITE DESCRIPTION

The Freeman Justice Center, constructed in 2008, is located at Whitehead and Fleming Streets in Key West in the Jackson Square Judicial Complex. The building has courtrooms and related offices. It was named for members of the family who together have served 100 years in elected public office in Monroe County. The 3-story structure's entrance is on the ground floor and is accessible from the parking areas and sidewalks. The second and third floors have administrative and private offices as well as courtrooms and jury rooms.

The Drug Court facility is located and accessed at the rear of the Freeman Justice Center building on Thomas Street, serves as counseling, staff offices and testing areas and is not a courtroom.



Main Entrance – Jackson Square facing Whitehead Street



Rear – Entrance to Drug Court on 1st Floor on Thomas Street

SITE DESCRIPTION- DRUG COURT LOBBY & MEETING ROOM

SCOPE OF WORK

The overall goal of this project is to place site specific positive, vibrant and inspiring art work in the lobby and meeting room, creating a welcoming environment for visitors, clients and staff. All art work shall be original and site specific. Reproductions of any kind, including giclees, numbered photographs and numbered prints will not be considered original works of art. A proposal is required at a minimum to include art work for one targeted space in the Lobby (Targeted Spaces #1, #2 or #3) and art work for Targeted Space #4 in the Group Meeting Room. At the artist's discretion, in addition to the minimum requirement, a proposal may include artwork in one or two additional Targeted Spaces in the Lobby. In Targeted Space #1 – Recessed Ceiling Area, any artwork (sculpture, mobile or otherwise) shall be of durable and lightweight material which shall not extend more than three feet down from the ceiling and whose length and width shall be within the recessed ceiling area.

BUDGET

The maximum budget amount is \$4,100, inclusive of all costs for artists, including installation, for the project. The selected Artist is required to work with the AIPP Committee and Court Administrator. This is a competitive process. PLEASE NOTE: The bid may not exceed the budgeted amount of \$4,100. Signage will be provided by the AIPP.

TARGETED SPACES

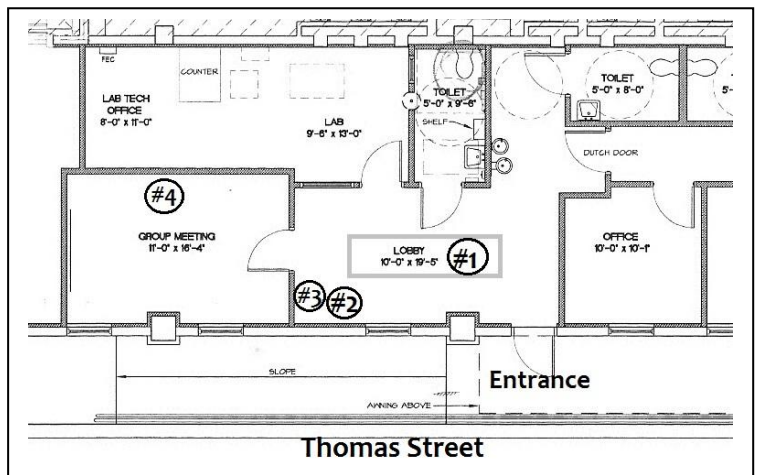
Interior Area Only – Approximate Measurements

Lobby

- #1. Recessed Ceiling Area 10 ft. (L) x 4 ft. (W) x 1.5 ft. (D)
- #2. Wall Area 6 ft. (L) x 6 ft. (H)
- #3. Wall Area 3.25 ft. (L) x 6 ft. (H)

Group Meeting Room

- #4. Wall area 13 ft.(L) x 5 ft. (H)



SELECTION CRITERIA for RFP

- Exceptional Quality (25 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)

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. Proposals must comply with ADA and local code requirements. The Committee reserves the right to accept or reject all or any part of a proposal. The total amount shall not exceed the stipulated total which is \$4,100.

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. Signage is not the responsibility of the artist.

SITE VISITS FOR QUALIFIED ARTISTS

Artists are invited to attend a site inspection on October 14, 2014 at 10:00 a.m. or on November 4, 2014 at 3:00 p.m. Attendance is highly recommended, but not mandatory. RSVP is required. Call Jodell Roberts, FKCA at 305-295-4369 by the Friday before the site visit date to RSVP you attendance. Parking is available on or near the site.

SELECTION PROCESS AND TIMELINE

Artists will be advised of the final date for recommendation to the BOCC if 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 re-advertise, 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 – Artist must submit Items 1 – 5, as applicable.

1. **Application:** Complete, sign, and date the attached application.
2. **Written Proposal:** Narrative summary describing the proposed original and project-specific artwork.
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 original and project-specific artwork:** 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 may 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 **November 25, 2014 - 3 p.m. EST**. The submittal must 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). If printed images are submitted for item 4, include an additional five (5) sets of printed images. Materials are to be submitted in a sealed envelope or box clearly marked on the outside "**Freeman Justice Center – Drug Court**". 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 disqualified. 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).

In the event the Artist has any questions, please 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

Freeman Justice Center
Drug Court Lobby & Meeting Room

Date: _____

Applicant Contact Information:

Name: _____

Address: _____

Phone(s): _____

E-Mail: _____

Website: _____

Monroe County resident: Yes ____ No ____
(If yes, please attach proof of residency.)

Total Budget/Cost: _____

Total Number of Art Pieces included in proposal: _____

Please briefly describe the following if applicable; if not applicable indicate with N/A.

Special lighting required:

Other special requirements:

Type/amount of project access desired:

Installation time required:

Maintenance requirements:

Artist maintains a \$300,000 liability insurance policy: Yes / No If no, please explain.

Please 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 **or** digital rendition. Digital images PDF or JPG not exceeding 75dpi – 5 images maximum.
- If 3-dimensional art proposal, one small model.

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

Signature confirming that all information provided for this application is true and correct.

Artist 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;
2. 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 be 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 Statutes.
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

(Seal)

Attest:

ARTIST:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Or:

Witness 1: _____

Date: _____

Print Name: _____

Witness 2: _____

Date: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, known to me to be the person whose name is subscribed above or who produced _____ as identification, and acknowledged that he/she is the person who executed the above contract with Monroe County for the artwork at FREEMAN JUSTICE CENTER – DRUG COURT for the purposes therein contained.

Date:

Notary Public

Print Name

My commission expires:

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____
according to law on my oath, and under penalty of perjury, depose and say that:

1. 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 to do so:
2. the prices in this bid have been arrived at independently without collusion, consultation, communication or 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 knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
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.

(Signature of Bidder)

(Date)

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided
above on this _____ day of _____ 20____.

NOTARY PUBLIC

My Commission Expires: _____

LOBBYING AND CONFLICT OF INTEREST FORM
SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

_____ 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 _____

COUNTY 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
_____, 20____.

NOTARY PUBLIC

My commission expires:

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, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under 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