

# REQUEST FOR QUALIFICATION

Village of Palmetto Bay  
9705 East Hibiscus Street  
Palmetto Bay, Florida 33157



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## TITLE:

**Call to Artist** – Conceptual Design, Engineering, Fabrication, and Installation of Public Art at a Traffic Circle on Franjo Road

## RFQ NO.:

2021-00-001

## DUE DATE:

Thursday, February 11<sup>th</sup>, 2021

at 3:00pm (Municipal Bldg.)

## ISSUED:

Monday, January 11<sup>th</sup>, 2021

## CONTACT PERSONS:

Maria M. Pineda  
Director of Community and  
Economic Development  
[MPineda@palmettobay-fl.gov](mailto:MPineda@palmettobay-fl.gov)

Litsy C. Pittser  
Procurement Specialist  
Village Manager's Office  
Procurement Division  
[LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

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**SECTION 1.0            ADVERTISEMENT**



**VILLAGE OF PALMETTO BAY  
REQUEST FOR QUALIFICATION**

**Call to Artist** – Conceptual Design, Engineering, Fabrication, and Installation of Public Art at a Traffic Circle on Franjo Road- **RFQ # 2021-00-001**

The Village of Palmetto Bay, a municipality located in Miami-Dade County, Florida, seeks to commission an artist or team of artists, **not** limited to Florida, for Outdoor Interpretive Artwork(s) at the intersection roundabout on 181<sup>st</sup> Terrace and 97<sup>th</sup> Avenue (Franjo Road).

Sealed proposals shall be received by the Village Clerk, 9705 East Hibiscus Street, Palmetto Bay, FL 33157, **on or before Thursday, February 11<sup>th</sup>, 2021**, no later than 3:00 pm, at which time they will be publicly opened and announced. To be considered, all interested parties must request a copy of the Request for Qualification or download the pdf file from our website at [www.palmettobay-fl.gov](http://www.palmettobay-fl.gov) (click Bids & RFQ's on the "business" tab). The documents will be readily available to download on Monday, January 11<sup>th</sup>, 2020. Full submittals shall consist of one (1) original and one (1) copy of the required information along with a flash drive or CD of the submittal. Submittals must be placed in a sealed envelope, entitled "**Call to Artist- Conceptual Design, Engineering, Fabrication and Installation of Public Art at a Traffic Circle on Franjo Road - RFQ # 2021-00-001.**" A pre-bid meeting is scheduled for **Thursday, January 21<sup>st</sup>, 2021** at 10:00 a.m. virtually, instruction to attend are stated on the bid documents. Bid documents may be obtained on or after **Monday, January 11<sup>th</sup>, 2021**. The bid document can be obtained by visiting our website [www.palmettobay-fl.gov](http://www.palmettobay-fl.gov) go to the "business" tab and click Bids & RFP's. If you cannot download the documents please contact Mrs. Litsy C. Pittser, Procurement Division, [lpittser@palmettobay-fl.gov](mailto:lpittser@palmettobay-fl.gov). Late submittals and facsimile or emailed submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the response to this RFQ.

The Village reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village.

END OF SECTION

## **SECTION 2.0 INTRODUCTION**

The Village plans to transform Franjo Road, downtown's future Main Street, into a pedestrian-friendly street to significantly improve the area's physical conditions through infrastructure improvements. The project is exemplary of a pedestrian-oriented development, known to bring foot traffic to the area, which is vital to the survival of small, local businesses. New lateral roads will create a better street grid to enhance connectivity within the area and provide street frontage to a larger number of businesses, thereby increasing their visibility and access. With this project, Palmetto Bay expects to experience significant growth in its downtown corridor as the Village seeks to create an environment that will attract investment to its downtown area and serve as a catalyst for the redevelopment of what is now a cluster of underutilized and neglected public streets and private properties. The project objective is to create an art piece that fosters a sense of place and enhances the traffic circle. The piece should be appropriate for a public space and should be a piece which resembles the beauty of Palmetto Bay and provides a focal point at our Main Street.

### ***General Project-Franjo Road***

#### ***The Franjo Road Project***

Includes the reconstruction of approximately 2,850 linear feet on Franjo Road from SW 184th Street to the right of way of US-1 and construction of (3) new streets SW 178th Street, SW 179th Street and 95th Avenue (Park Drive) and renovation of the existing SW 180th to include a new bike lane and on-street parking. Additional roadway improvements on Franjo Road include new traffic circle or roundabout, new bike lanes, new turn lanes, paver on street parallel parking, and pedestrian circle, ADA-compliant curb ramps, decorative paver patterns, repairs to damaged driveway aprons, new striping and paver crosswalks with Palmetto Bay logo inset, new LED streetlights, new street signage, landscaped medians, information kiosk, and street furnishings

END OF SECTION

## SECTION 3.0 GENERAL TERMS AND CONDITIONS

### 3.01 Schedule of Events

#### Estimated Schedule

The Village anticipates that RFQ activities will take place at the dates and times listed below. However, these times and dates are subject to change at the discretion of the Village.

Request for Qualifications Legal Advertisement	January 11 <sup>th</sup> , 2021	
**Pre-Proposal Meeting Virtual	January 21 <sup>st</sup> , 2021	10:00am
Last Date for Submittal of Written Questions Prior to Proposal Due Date	February 5 <sup>th</sup> , 2021	3:30pm
<b>Proposals Due</b>	February 11 <sup>th</sup> , 2021	3:00pm or earlier

Attn: Missy Arocha, Village Clerk  
Municipal Hall  
9705 E. Hibiscus Street  
Palmetto Bay, Florida 33157

The Village reserves the right to change the timeline. Dates are Subject to Change.

**\*\* Pre-Proposal meeting is not Mandatory, if Artist would like some feed back from administration, it is encouraged to participate. Please send your RSVP to attend the meeting no later than (5) business days before the Pre-Proposal meeting to: [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov).**

### 3.02 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the "Cone of Silence."

The Cone of Silence ordinance is available at:

[https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodid=COOR\\_CH2AD\\_ARTVOFEM\\_DIV2COINCOET\\_S2-138COSI](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodid=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI).

Any communication regarding this solicitation shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein.

Communication between a potential vendor, service provider, Artist, lobbyist, or Artist and the Procurement Specialist named herein

Artist solicitation is exempt from the Artist Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

### 3.03 Right of Rejection

The Village intends to award a contract to the Artist that demonstrates the highest level of expertise and capabilities to provide the requested services. The Village reserves the right to reject any and all proposals or to re-issue the RFQ when such action shall be considered in the best interest of the Village.

The Village reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or submission requirements, should the Village determine in sole and absolute discretion that such changes are necessary. The Village also reserves the right to approve all individuals and firms, if any, to be retained by Artist.

### 3.04 Post Bid Information

**(a) Protest Procedures:** With respect to a protest of the terms, conditions, and specifications contained in a solicitation (RFQ, RFQ, ITB or Bid), including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing in compliance with the provisions of and time periods contemplated in the Village's protest procedures under Chapter 2, of the Village's Code of Ordinances. The notice of decision to award a solicitation will be posted on the Village of Palmetto Bay's website as part of the agenda for the Village Council meeting or upon the issuance of the Village Manager's recommendation at least five (5) days prior to the award. Any person who is adversely affected by the Village's decision shall file with the Village a notice of intent to protest in compliance with Chapter 2 of the Village's Code of Ordinances. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of any claim or protest. The formal written protest shall state with particularity the facts and law upon which the protest is based.

**(b) Cancellation:** Failure on the part of the Artist to comply with the conditions, specifications, requirements, and terms as determined by the Village, shall be just cause for cancellation of the Award or a determination of non-responsiveness under 2-17(k).

**(c) Disputes:** If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Artist and the Village Department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department of

the Village Manager with the advice of the Village Attorney shall resolve the dispute and send a written copy of its decision to the Artist, which shall be binding on both parties.

### **3.05 Questions**

All requests for information and/or clarification should be submitted in writing to:

Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay  
Village Manager's Office, Procurement Division  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157  
Email: [Lpittser@palmettobay-fl.gov](mailto:Lpittser@palmettobay-fl.gov)

Questions regarding this RFQ must be submitted **no later than 3:30 p.m. EST on February 5<sup>th</sup>, 2021**. All responses to questions will be shared with the other Artists registered as interested in the project.

### **3.06 Addenda**

If the Village finds it necessary to add to, or amend this document prior to the proposal submittal deadline, the Village will issue written addenda/addendum and distribute it to all persons attending the Meeting. Each respondent must acknowledge receipt of each addendum by signing the acknowledgement and providing it with their Response.

### **3.07 Development/Presentation Costs**

The Village shall not be liable for any costs, fees, or expenses incurred by any respondent in preparing and responding to this RFQ, subsequent inquiries or presentations relating to its response. All presentations shall become property of the Village.

### **3.08 Certification**

The signer of the Response (to this RFQ) must declare by signing the required forms that the person(s), firm(s) and parties identified in the Response are interested in and available for providing the services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response.

### **3.09 Public Records**

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

### **3.10 Retention of Responses**

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Artist is selected.

### **3.11 Contracting with Village Employees or Board Members**

Any Village employee, Board member or member of his or her immediate family seeking to Contract with the Village shall seek a conflict-of-interest opinion from the Village Manager or his designated representative prior to submittal of a response or application of any type to Contract with the Village. The affected employee or Board member shall disclose his or her assigned function within the Village and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statute §112.313(12) Standards of Conduct for Public Officers, Employees of Agencies, And Local Government Attorneys controls contracting with Village employees or board members, and provides as follows:

(12) EXEMPTION. --The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be affected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder.
2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and



3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

### **3.12 Non-Discrimination**

The Village of Palmetto Bay does not discriminate based on race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities or services. Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, sub-Contractor, or Artist under a contract with any public entity; and may not transact business with any public entity.

### **3.13 Term of Agreement**

The project will start once the Village has given to the awarded Artist a Notice to Proceed. Project will be completed once the Village accepts the work as being completed to full satisfaction based on the art and build.

### **3.14 Permits, Taxes, Licenses**

The Artist shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations, and professional standards that would apply to this contract.

### **3.15 Laws, Ordinances**

The Artist shall observe and comply with all federal, state, and local laws, ordinances, rules, regulations, and professional standards that would apply to this contract.

### **3.16 Insurance**

Prior to execution of an agreement with the Village, the successful Artist shall provide certificates evidencing insurance coverage as required hereunder. Companies authorized to do business under the laws of the State of Florida shall issue all insurance policies. The Certificates shall clearly indicate that the successful Artist has obtained insurance of the type, amount, and classification as required and that no material

**RFQ# 2021-00-001** Call to Artist – Conceptual Design, Engineering, Fabrication, and Installation of Public Art at a Traffic Circle on Franjo Road change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Village's representative. Compliance with the foregoing requirements shall not relieve the successful Artist of its liability and obligations under the agreement. Under “F.S. 337.106”.

The successful Artist shall maintain during the term of the agreement, standard Professional Liability insurance (Errors and Omissions) in the minimum amount of one-million-dollars (\$1,000,000) per occurrence.

The successful Artist shall maintain during the life of the agreement, commercial general liability, including contractual liability insurance in the amount of one-million-dollars (\$1,000,000) per occurrence to protect it and the Village from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the agreement, whether such operations be by the successful Artist or by anyone directly employed by or contracting with the successful Artist.

The successful Artist shall maintain, during the life of the agreement, comprehensive automobile liability insurance in the minimum amount of five-hundred-thousand-dollars (\$500,000) combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the successful Artist or by anyone directly or indirectly employed by the successful Artist.

The successful Artist shall maintain, during the life of the agreement, as law requires adequate Worker's Compensation Insurance and Employer's Liability insurance in at least such amounts as for all its employees per Florida Statute 440.02.

The Artist shall also maintain other required insurance coverage specific to the services to be provided.

### **3.17 Licenses and Permits**

The Professional Artist will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance and assure all work complies with all Federal, State, Miami-Dade County and the Village of Palmetto Bay ordinances, orders, codes, laws, rules, regulation, directives, and guidelines. All licenses will need to be active during the duration of the project.

### **3.18 Default/Failure to Perform**

The Village of Palmetto Bay shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Professional Artist to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Artist to meet any terms of this Request for Qualification submittal, related agreement, and work authorization(s) The Village of Palmetto Bay will notify the Artist three (3) days (Fridays, Saturday, Sundays, and National Holidays excluded) to remedy the default. Failure of the Artist's part to correct the default within the required three (3) days shall result in the contract being terminated and upon The Village of Palmetto Bay notifying in writing the Professional Artist of its intentions and the effective date of the termination. The following shall constitute a default:

- Failure to perform the work required under the contract and/or within the time required or failing to use the sub-Contractor, entities, and personnel as identified and set forth, and to the degree specified in the contract.
- Failure to begin work under this contract within the specified time.
- Failure to perform the work with sufficient workers and/or equipment, or with sufficient materials to ensure timely completion.
- Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Professional Artist incapable of performing the work in accordance with and as required by the contract.
- Failure to comply with any of the terms and conditions set forth on the contract.
- Failure to pay sub-Contractors or others pursuant to work done under this contract.

In the event of default of the contract, the successful Professional Artist shall pay the entire Village's attorney fees and court costs incurred in collecting any damages. The successful Professional Artist shall pay the Village of Palmetto Bay for any and all the costs incurred in ensuring the completion of the project, subject however to the terms and conditions herein. The extent of a conflict with this provision and the contract the Artist enters into the terms and conditions of the contract shall control.

### **3.19 Instructions – Awarded Professional Artists:**

Invoices submitted shall include Purchase Order Number or a detail of man hours worked and be mailed to Village of Palmetto Bay, Community & Economic Development, Ms. Maria M. Pineda, Director.

### **3.20 Indemnification:**

Regardless of the coverage provided by any insurance, the successful bidder/proposer shall indemnify, save harmless and defend The Village of Palmetto Bay, its agents, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder/proposer, its sub-Contractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

### **3.21 Records and Audits:**

The Professional Artist shall maintain, during the term of the contract, all books of account, receipt invoices, reports, and records in accordance with generally accepted accounting practices and standards (GAAP). The professional Artist shall maintain and make available such records and files for the duration of the contract and retain them beyond the last day of the contract term for the period of three (3) years.

### **3.22 Ownership of Work Products:**

All work products, including all electronic and non-electronic plans, notes, drawings, studies, calculations, sketches, and other documents produced on behalf of the Village of Palmetto Bay by any individual or firm, are the property of the Village of Palmetto Bay and shall be provided to the "Village" prior to final payment.

All documents, reports, drawings, information (verbal or written) and other data (collectively "Proprietary Information") furnished to the Professional by the "Village" shall remain the sole property of the "Village" and shall not be sold, licensed, transferred, disclosed, or otherwise made available to any person or firm with the written consent of the Village of Palmetto Bay.

END OF SECTION

## SECTION 4.0 INSTRUCTIONS TO ARTISTS

The purpose of the Call to Artist is to commission more local artist for municipal projects, to integrate public art and artistic elements into Franjo Road Traffic Circle. Additionally, the Art in Public Places Advisory Board has seen increased interest from private sector wanting to connect with local artists for their own development projects.

This is an Open Call for Artists Who:

- ✚ Can bring their talents and collaborative skills to a team
- ✚ Recognize the value of community building and working at a grassroots level
- ✚ Have an interest in creating artwork for a variety of locations including neighborhoods, Parks, public buildings, and infrastructure.
- ✚ Have the qualification and talent to incorporate an Art in Public piece at the Franjo Road Traffic Circle

### Proposed Timeline:

- ✚ Design: 10 Weeks
- ✚ Construction: 10 Weeks

**Deadline Date:** 20 weeks after the Notice to Proceed is issued by the Village.

### Project Budget:

- ✚ Budget range from \$80,000- \$125,000

### Eligibility:

This opportunity is open to all Artists, both emerging and established artists, individuals and artist-led teams, and artists working with a wide variety of mediums, who have completed projects for private clients, public agencies or for grassroots/community projects. Artist teams of any size may apply.

Prior Public Art experience is not a requirement to submit information to the Call. The Call will be one of the primary methods for inviting artists to apply and does not guarantee a commission.

### Selection Process:

Information and materials submitted in response to this RFQ will be evaluated by the Art in Public Places Advisory Board comprised of art professionals and they will in turn give the recommendation to the Village Manager.

## Application Process:

A complete application consists of the following four items. Please be sure to clearly state name, address, email, phone, and website on all documents. All documents must be submitted as PDFs and images as JPGs (preferably).

The Board will accept team applications. If you are applying as a team, please include resumés for all team members, and indicate in your written statement the role of each team member. Additionally, please include images of projects that your team has previously collaborated. If you have not collaborated, include images of projects from each team member that best illustrates the type of project or approach for this project.

### 1. Brief Statement (PDF)

- ✚ Maximum length one (1) page
- ✚ Describe your medium, approach to your work, and highlight any specific experience or collaborations that you feel may align with this call

### 2. Professional CV/Resume (PDF)

- ✚ Maximum length two (2) pages

### 3. Digital Images (preferred file format is JPG. PDF is acceptable)

- ✚ Please include up to 10 images (no fewer than 6) of completed art works or projects

### 4. ID Sheet: For each image/project list (PDF)

- ✚ Budget
- ✚ Title of Work
- ✚ Medium
- ✚ Dimensions
- ✚ Date of Work
- ✚ 1-2 sentences of explanatory text
- ✚ (not required) 2 video links (Vimeo, YouTube, etc.) that are approximately 2 minutes in length

### 5. Village Required Submittal Forms and Addendum Acknowledgement

## How to Apply:

Artists interested in being considered should submit materials to be received in our office. **All sealed qualification packages must be received at the Village of Palmetto Bay Municipal Center no later than 3:00 p.m. EST on Thursday, February 11<sup>th</sup>, 2021.** Official time will be measured by the time stamp of the Village Clerks Office. Late submittals will not be considered. Postmarks will not be considered in judging the timeliness of submittals. Proposals submitted by facsimile or email will not be accepted.

Missy Arocha, Village Clerk

**Attn: RFQ 2021-00-001**

**Call to Artist – Conceptual Design, Engineering, Fabrication, and Installation of Public Art at a Traffic Circle on Franjo Road**

**Traffic Circle on Franjo Road**

Village of Palmetto Bay

9705 E. Hibiscus Street

Palmetto Bay, FL 33157

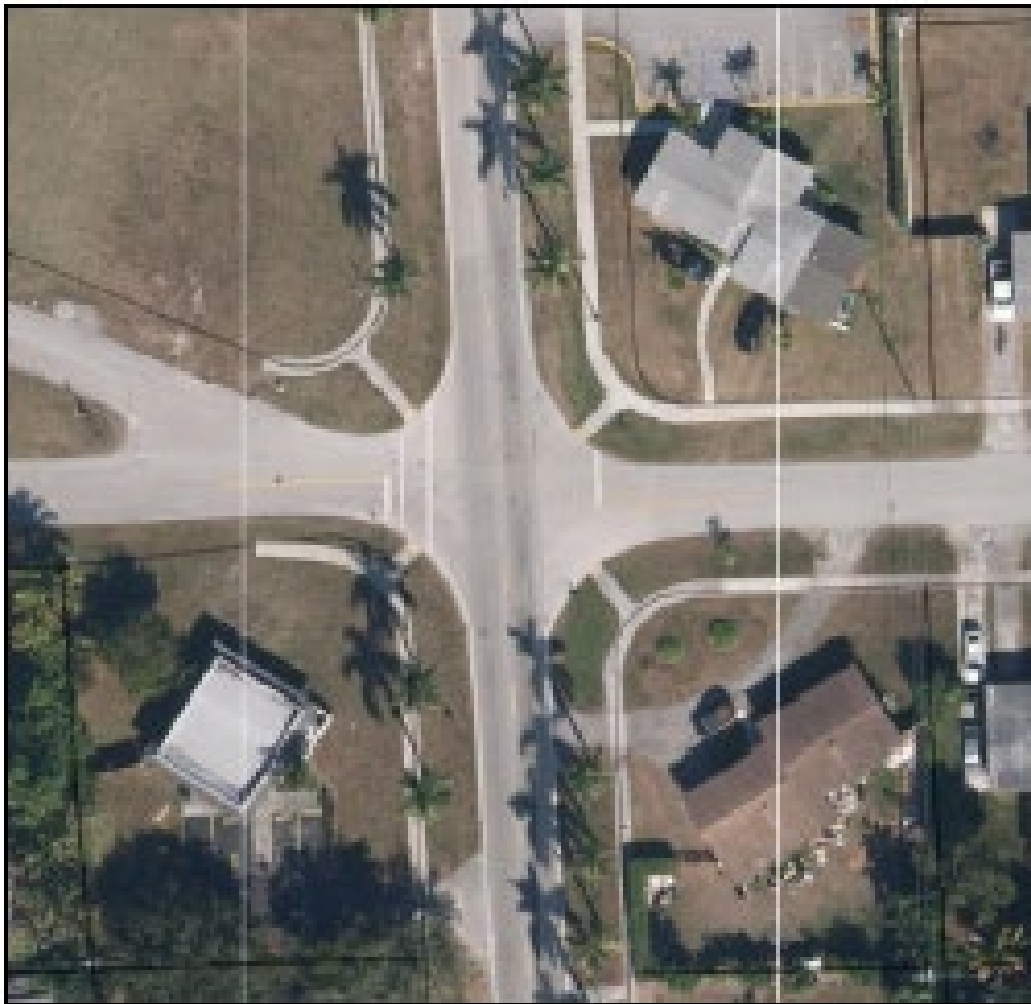
END OF SECTION

## SECTION 5.0 SCOPES OF SERVICES

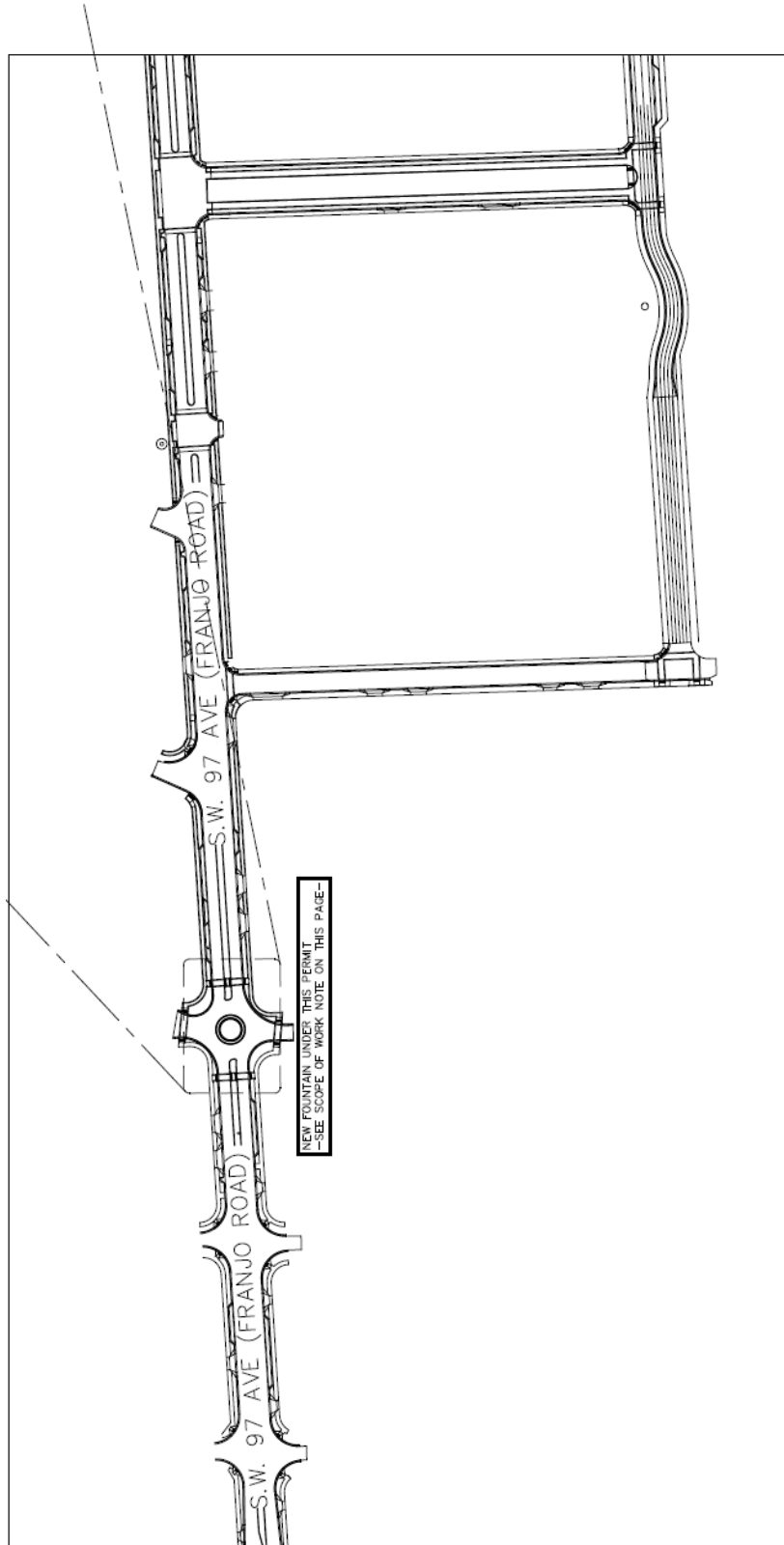
### TRAFFIC CIRCLE SCOPE

The Village of Palmetto Bay Department of Community & Economic Development is inviting all local artists to submit an interest for an Art in Public Place piece suitable for the traffic circle. The call to artist is to engage artist interest and concepts for the Art in Public Place piece at Franjo Road Traffic Circle (traffic circle site plans below). The Traffic Circle has water connection and power service. Artwork must be contained within the existing roundabout.

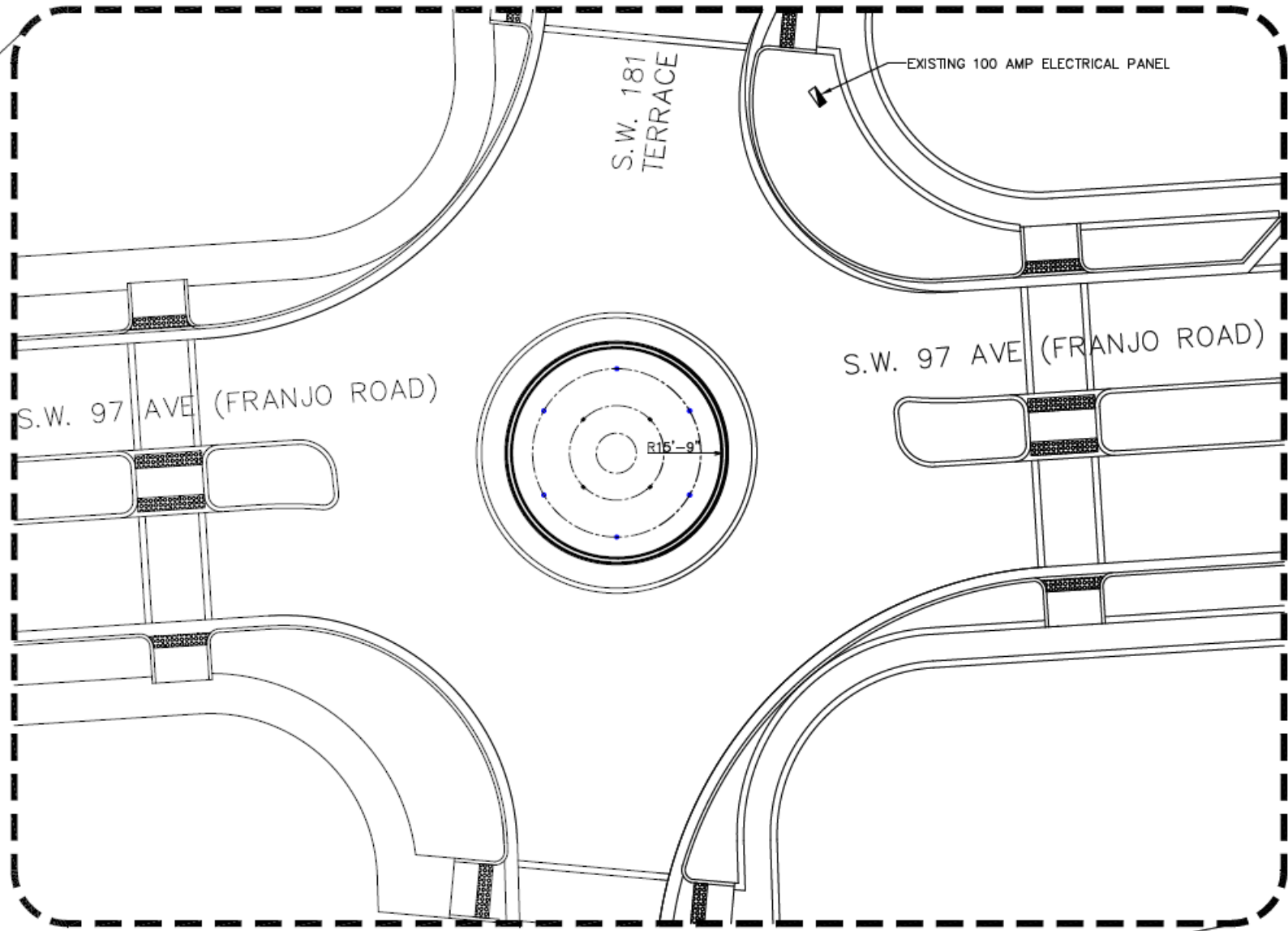
### Location Plan







### Enlarged Fountain A



## Rendering of the Location



# FRANJO ROAD CIRCLE PROJECT

END OF SECTION



**DRUG FREE WORKPLACE FORM**

The undersigned Artist in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

(Company Name)

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 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, by 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.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Artist: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

- A. Artist warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.
- B. Artist warrants that they have read, understand and are willing to comply with all of the requirements of the RFQ and the addendum/ addenda nos.
- C. Artist warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.
- D. Artist warrants that all information provided by it in connection with this proposal is true and accurate.
- E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Artist warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Artist has not, and will not; pay a fee the amount of which is contingent upon the Village awarding this contract. Artist warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Artist acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Artist, if the Artist is chosen for performance of the contract.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Artist: \_\_\_\_\_

Date: \_\_\_\_\_

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_

SS:

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says

that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:

\_\_\_\_\_ the Artist that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or a sham Proposal;

(4) Neither the said Artist nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Artist or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Artist or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered

In the presence of:

By: \_\_\_\_\_

\_\_\_\_\_ (Printed Name)

\_\_\_\_\_ (Title)

Continued on the following page

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath or  
o Did not take an oath.



**SWORN STATEMENT PURSUANT TO  
SECTION 287.133 (3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

By \_\_\_\_\_

For \_\_\_\_\_

Whose business address is: \_\_\_\_\_

And (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # \_\_\_\_\_ )

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any 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 or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and 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 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 or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered

In the presence:

By: \_\_\_\_\_

\_\_\_\_\_ (Printed Name)

\_\_\_\_\_ (Title)

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

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\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath or  
o Did not take an oath.

### STATEMENT OF ORGANIZATION

Proposer must state whether he/she is an individual, partnership, corporation or joint venture. Partnerships shall show the names, titles, and original signature of all partners with authority to bind the company. Corporations must be signed in the name and with the seal of the corporation, followed by the original signature and title of the person authorized to bind the corporation. Each joint venture shall be required to sign for each individual, partnership and corporation that is a party to the joint venture

If the Bidder is an **INDIVIDUAL**:

Individual's Name: \_\_\_\_\_

D/B/A: \_\_\_\_\_

Signature: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

If the Bidder is a **PARTNERSHIP** and **Limited Liability Company** (Provide names and signatures partners that are authorized to bind the company):

Company Name: \_\_\_\_\_

Partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

(Attach additional sheets if necessary)

If the Bidder is a **CORPORATION:**

Corporation Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_ CORPORATE SEAL \_\_\_\_\_

Name/Title of person authorized to bind: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title of person authorized to bind: \_\_\_\_\_

Signature: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

If Bidder is a **JOINT VENTURE:**

Name/Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name/Title of person authorized to bind: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title of person authorized to bind: \_\_\_\_\_

Signature: \_\_\_\_\_

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

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o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath or Did not take an oath.

**ARTIST shall submit proof that the company is authorized to do business in the State of Florida.**

**CONFLICT OF INTEREST CERTIFICATION  
FOR ARTIST/ARTISTS**

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Artist/Artists are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Artists performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I realize that violation of the above-mentioned standards could result in the termination of my work for the Department.

Contract No./Project Description(s): \_\_\_\_\_  
\_\_\_\_\_

Financial Project Number(s): \_\_\_\_\_  
\_\_\_\_\_

Each undersigned individual hereby attests that he/she has no conflicts of interest related to the contract(s) identified above.

Printed Names	Signatures	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**SUB-Contractor LIST**

Proposer shall list all Sub-Contractors to be used on this project if they are awarded the Contract.

<b>Classification of Work</b>	<b>Sub-Contractor Name</b>	<b>Address</b>	<b>Telephone and Fax</b>

END OF SECTION