REQUEST FOR PROPOSALS:

RFP # 005-19

Request for Proposals for Public Art

TRUMAN WATERFRONT PARK

NOVEMBER 2018

MAYOR TERI JOHNSTON

COMMISSIONERS

JIMMY WEEKLEY

SAMUEL KAUFMAN

BILLY WARDLOW

GREGORY DAVILA

MARY LOU HOOVER

CLAYTON LOPEZ

PREPARED BY:
City of Key West
Art in Public Places/ Planning Department

RFP DOCUMENTS

CITY OF KEY WEST

KEY WEST, FLORIDA

DOCUMENTS

for

Request for Proposals for Public Art

at Truman Waterfront Park

KEY WEST, FLORIDA

NOVEMBER 2018

Table of Contents

PART 1 - GENERAL PROPOSAL REQUIREMENTS Page No.

REQUEST FOR PROPOSALS..... 4 - 10
Project Budget and Project History 4
Project Site Plan 5
Scope of Work and Targeted Spaces.....5 - 6
Project Photos ..... 7 - 9
Site Visit for Artists.....10
Selection of Artwork Process… ..... …10

INSTRUCTIONS TO PROPOSER.....11
INSTALLATION REQUIREMENTS.....11
INSURANCE REQUIREMENTS.....11
SELECTION PROCESS AND TIMELINE SELECTION CRITERIA.....11
SUBMITTAL REQUIREMENTS WITH DEADLINE 11-12
APPLICATION COVER SHEET 13

PART 2 - ADDITIONAL SUBMITTAL INFORMATION TO THE PROPOSER.....14 - 17

NON-COLLUSION AFFIDAVIT 18
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES… 19-20
INDEMNIFICATION FORM 21
DOMESTIC PARTNERSHIP AFFIDAVIT… 22
CONE OF SILENCE AFFIDAVIT… ..... 23 -25
ANTI – KICKBACK AFFIDAVIT 26

PART 3 - DRAFT AIPP PURCHASE AGREEMENT 27-34

Key West Art in Public Places
Request for Proposals (RFP)
For KEY WEST TRUMAN WATERFRONT PARK

RFP www.demandstar.com or www.cityofkeywest-fl.gov

SUBMISSION DEADLINE

January 16, 2019 by 3:00pm

Key West City Commission

Mayor Teri Johnston

Commissioner Jimmy Weekley, District 1

Commissioner Samuel Kaufman, District 2

Commissioner Billy Wardlow, District 3

Commissioner Gregory Davila, District 4

Commissioner Mary Lou Hoover, District 5

Commissioner Clayton Lopez, District 6

CITY OF KEY WEST ART IN PUBLIC PLACES PROGRAM

Key West Art in Public Places (AIPP) is a City Commission-appointed Board responsible for the ordinance (City Code Section 2-487) that mandates that 1% of the costs of qualifying public and private construction and renovation projects be set aside for the acquisition, administration, commission, installation and maintenance of artwork to be placed on the site of said construction or deposited to the AIPP Community Fund 110 in lieu of art. Qualifying projects include: New construction projects that qualify as a major development plan (MDP) and exceed $500,000.00 in cost; renovation projects that qualify as a major development plan and exceed $100,000.00 in cost; and any qualifying governmental agency-owned project within Key West that requires a building permit. The Key West AIPP Program is administered through the AIPP Administrator in the City of Key West Planning Department, the Florida Keys Council of the Arts, and the AIPP Board.

PROJECT BUDGET

The maximum art budget amount, inclusive of all costs for artists including installation, is **$50,000** for any and all commissions for this project. More than one artist may be selected to provide public art for Truman Waterfront Park under this RFP; artists are encouraged to submit proposals with costs less than $50,000. The selected artist(s) shall work with the AIPP Board and the City project management team.

PROJECT HISTORY AND SITE DESCRIPTION

Key West, Florida is the southernmost city in the continental United States with a resident population of approximately 25,000 people and 2.3+ million visitors each year who come to enjoy the natural beauty and marine environment, dining, arts and culture, and history of the area. The Truman Waterfront Park in Key West is a former U.S. Navy base with 2,300 linear feet of waterfront bulkhead overlooking a 46-acre marine basin. The recent development of this 28-acre parcel into a world class urban park offers residents and visitors breathtaking views of the Gulf of Mexico and access to various cultural and recreational amenities. Located in the historic neighborhood of Old Town, and adjacent to the neighborhood of Bahama Village, the Park has opened in phases, with the completion of the Truman Waterfront Amphitheater in late 2017, the splash pad and playground in spring 2018, and the public quay, gardens, and fitness trail in summer 2018. Green space, plantings, and landscaping have been incorporated throughout many sections of the Park, with the next phase of work to include a multi-use field, tropical fruit tree grove, community garden, and other facilities slated for completion in summer 2020.

In the spring of 2018, The City of Key West AIPP /Planning Department, in collaboration with The Florida Keys Council

on the Arts, was awarded a National Endowment for the Arts "Our Town" grant to undertake an Arts & Cultural Master Plan for the Truman Waterfront Park. This RFP for Public Art is the first phase of a longer-term plan to transform the Park into a popular resident and visitor destination for art, play, music, and the enjoyment of the waterfront environment. The goal is to further develop the park as an exceptional community gathering place that integrates public art, local culture, ecological principles, and the community.

Map of Truman Waterfront Park showing surrounding context.

SCOPE OF WORK

The goal of the project is to place site specific innovative and transformative public art in Truman Waterfront Park to enrich the lives of Key West's diverse citizens and visitors. Successful public art proposals will address and acknowledge park conditions with a bold and creative vision. The artwork should reflect the newly developed Park's importance as a community gathering place that celebrates the history of the site and its adjacent neighborhoods, as well as the culture of Key West. Themes throughout the park include the marine environment, naval history, Caribbean culture, and ecological awareness and design. Public art will preserve the integrity of the park landscape and plantings and the accessibility and functionality of infrastructure. The artwork will ideally engage the public through educational and/or interactive components consistent with local culture and the environment. It is envisioned that this public art will enhance the destination quality of the park as well as raise awareness and appreciation for arts and culture in the city.

Preliminary community engagement completed as part of the planning process for the Arts & Culture Master Plan for Truman Waterfront Park has demonstrated public interest in the following elements:

- Interactive art that responds to weather, time of day, human touch, and may have integrated light and or sound elements, as appropriate to its proposed site

- Functional art such as benches, trash bins, bicycle racks, signage, etc.
- The use of recycled/reused materials
- Ecological art pieces that address environmental and ecological conditions or provide educational value including art that uses plants and trees in an integrated design.
- Artwork that addresses weather conditions and/or provides shade from the strong sun
- Artwork that encourages or creates smaller gathering spaces in the park. Wayfinding.

Together with the Master Plan (currently in development), this artwork is intended to spark further public art, cultural programming, and creative placemaking in and around Truman Waterfront Park. Artwork may be proposed at any of the specified targeted spaces (below) including; the public quay, McCoy Gardens, the splash pad and playground area, the building housing public restrooms, the Amphitheater, or the traffic circle at the entrance on Southard Street. All work must meet Historic Architectural Review Commission (HARC) *current* guidelines for scale in the historic district, (for the specific type of proposed artwork).

Artists may propose artwork for one of the targeted spaces or present a cohesive proposal for more than one space. ***All proposed artwork shall be original and site specific****.* The mission for the commissioned public art in the City of Key West is to enhance the character and identity of our island community through the aesthetic of public artworks. Artwork will strive to educate, enhance, and preserve our cultural heritage and reflect Key West's diverse population.

TARGETED SPACES (Recommended)

The specified spaces include:

1. Public quay (dimensions approximately 40'-60' ft W x 2,000 ft L)
2. McCoy Gardens, including fitness trail (see note #A below)
3. Splash pad and playground area and immediate surroundings
4. Building housing public restrooms (walls approximately 9 ft H x 25 ft L)
5. Amphitheater (on the outer berm or near entryways)
6. Traffic circle at the entrance on Southard Street.
7. Fruit Tree Grove (see note #B below)

Note #A: The City and residents wish to preserve landscaped "soft" areas for public enjoyment for informal play and games. Open lawn and grassy areas are not sites for public art in the park. The map below highlights the targeted sites for art.

Note #B: The Fruit Tree Grove is a planned element of the park, scheduled to be planted in spring 2020. This area is currently an open space with no trees. Proposals for incorporating public art into the grove, or using the grove as a public art piece are welcome as part of this proposal as may move the timeline for this project forward.

Please note: All proposed exterior artwork may not impact existing trees, palms, shrubs, or groundcover. The City of Key West Urban Forester will coordinate the placement and installation of this project.

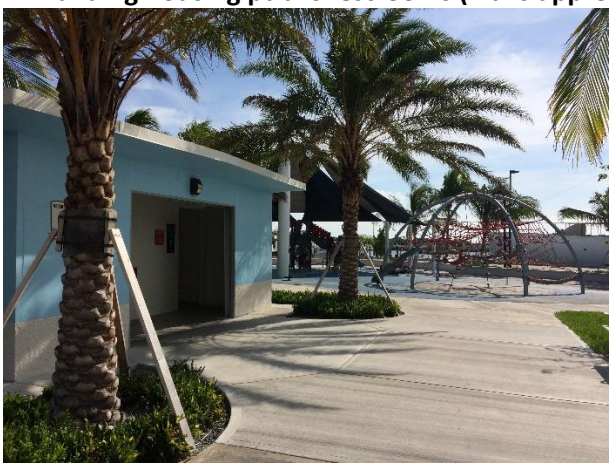
Map illustrating the sections of the park.

#1: Public Quay:

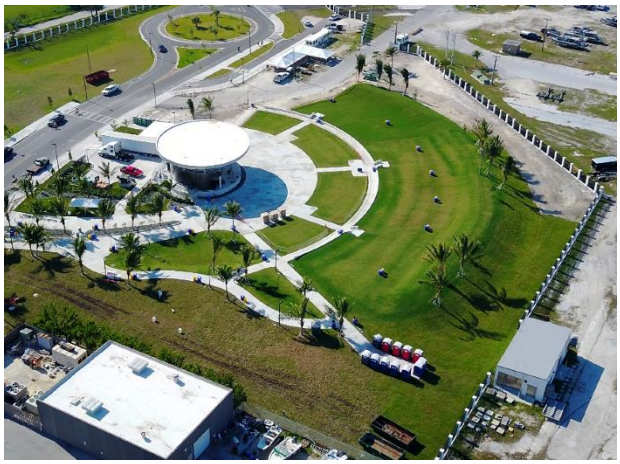
#2 McCoy Gardens, including fitness trail

#3 Splash Pad and Playground Area and immediate surroundings

#4 Building housing public restrooms (walls approximately 9 ft H x 25 ft L)



#5 Amphitheater (on the outer berm or near entryways)



#6 Traffic circle at the entrance on Southard Street

 # 7 Fruit Tree Grove

- See MAP above *pale green area* denotes the Planned Fruit Tree Grove

ARTIST ELIGIBILITY

This RFP is open to professional artists and artist teams with a demonstrated history of completing large-scale, outdoor public art projects. Experience completing large-scale art and infrastructure projects is preferred. Artist teams must include a professional lead artist, but may also include other specialists including but not limited to: commercial and/or landscape architects, designers, fabricators, electrical and/or audio engineers.

SITE VISIT FOR ARTISTS

Artists are invited to visit the site during regular park hours – open daily sunrise to sunset.

SELECTION OF ARTWORK

The selection of the artwork proposals will follow best practices and City of Key West AIPP guidelines. All proposals that are complete and submitted by the stated deadline will be reviewed by the AIPP Board and two appointed non-voting members. Recommended proposals will be presented to the City Commission for final approval.

Professional visual artists who demonstrate innovative, contemporary and creative approaches in addressing permanent, site specific works are encouraged to apply. Commissioned artwork by the City of Key West's Art in Public Places will add value to the public art collection, attract national attention, vitalize The City of Key West, celebrate the diversity and heritage of Key West, strengthen economic development and tourism, and enrich the spirit and pride of our citizens. As the inaugural public art initiative for Truman Waterfront Park, it is expected that this public art will set the tone for future arts and cultural works and placemaking in the park.

REQUEST FOR PROPOSAL OVERVIEW

This RFP aims to provide all pertinent project information, including recommended locations (targeted spaces) for installed artwork. All proposals must comply with ADA and local code requirements, including Historic Architectural Review Commission (HARC) Guidelines. Artists may make use of exterior materials such as landscape, paving, site furnishings, glazing, and lighting. Art must be durable to withstand sub-tropical climate conditions with hurricanes and require little to no regular maintenance. If applying for multiple spaces, proposal must furnish itemized budget for each space. The total amount shall *not* exceed the stipulated project budget. Artists may develop proposals for alternate spaces, and the AIPP Board and its appointed selection committee reserve the right to consider alternative proposals in the selection process.

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. All installations must conform to City of Key West building codes, and have a building permit and HARC approval (as needed) and be able to withstand wind loads required by the *current* version of *Florida Building Code.* Exterior art must be durable to withstand sub-tropical climate conditions with hurricanes. The installation must be produced and installed with the anticipation of salt water sea level that may rise to as much as five feet. The materials must be secure from saltwater intrusion. It is anticipated the artwork will last a minimum of 25 years.

See this link to the above referenced standards and codes:

https://www.cityofkeywest-fl.gov/department/division.php?structureid=28

INSURANCE REQUIREMENTS
Artists whose proposals are selected through this process must agree to maintain $300,000 liability insurance policy, (as part of their agreement) which will insure and indemnify the artist and the City of Key West during the term of the agreement and for one (1) year after acceptance of the project, unless the requirement is waived by the City of Key West.

SELECTION PROCESS AND TIMELINE SELECTION CRITERIA
All proposals will be scored using the following criteria – each category has an assigned point value.

Exceptional Quality (25)
Enduring Value and Maintenance (30)
Site Compatibility and Appropriateness (25)
Incorporate/celebrate the character and environment of Key West (10)
Artists that are familiar with the Florida Keys, its culture and history (10)

SUBMITTAL REQUIREMENTS
1. Application: Complete, sign and date the attached application cover sheet, include a current resume.
2. Written Proposal: Narrative summary describing the proposed original and project specific artwork (limit 2 typed pages).
3. Itemized Budget: Include all aspects of design, complete installation, artist design fees and fabrication. Please make note of complete installation including base, lighting, landscaping and any other applicable components.
***4.* Concept Drawings/Illustrations of proposed original and site-specific artwork**: Submit printed drawings, images, color sketches (3 pages maximum) or maquette of the proposed artwork **OR** submit digital images in PDF or JPG format on a thumb drive. *Digital format is preferred.*

APPLICATION DEADLINE and INSTRUCTIONS FOR SUBMISSION

1. All required materials outlined above must be received by mail, certified mail, FedEX, UPS or hand delivered no later than **JANUARY 16, 2019 by 3:00 P.M**., at which time they will be opened.

2. Please submit one (1) Original (signed and dated, and MARKED ORIGINAL), **and two (2) flash drives with one single PDF file of Sections 1 – 4 ABOVE entitled "Submittal Requirements" and all "Attachments" listed on page 15, #3.**

Proposal package is to be enclosed in a sealed envelope, clearly marked on the outside:
"PROPOSAL FOR PUBLIC ART FOR TRUMAN WATERFRONT PARK"
addressed and delivered to the City Clerk at the address noted below.

RFP application materials will NOT be returned to the applicant without prior pre-paid shipping. Faxed, emailed, incomplete applications or proposals that do not include the specified materials will be disqualified. All proposals must remain valid for ninety (90) days.

Sealed proposals for the City of Key West RFP # **005 -19** REQUEST FOR PROPOSALS FOR PUBLIC ART FOR TRUMAN WATERFRONT PARK addressed to the City of Key West, will be **received** at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 **until 3:00 pm on January 16, 2019** and then will be publicly opened and read. Any proposals received after the time and date specified will not be considered.

Address and deliver to:

City of Key West Office of the City Clerk
1300 White Street
Key West, Florida 33040

IN COMPLIANCE WITH CITY REGULATIONS, MATERIALS RECEIVED AFTER THE DEADLINE STATED ABOVE WILL BE AUTOMATICALLY REJECTED
ABSOLUTELY NO EXCEPTIONS WILL BE MADE FOR ANY REASON.

All questions must be submitted **in writing** NO later than **January 9, 2019**:

Please contact:
Elizabeth Young, Executive Director
Florida Keys Council of the Arts
Administrator, City of Key West Art in Public Places
director@keysarts.com
305-295-4369

City of Key West Art in Public Places
REQUEST FOR PROPOSALS

PUBLIC ART FOR TRUMAN WATERFRONT PARK

Application Cover Sheet

Applicant Contact Information*:*

Name: _____

Address: _____

Phone(s): _____

E-Mail: _____

Website: _____

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 (describe annual and ongoing):

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

Please check the following items to indicate they are included:

- ❑ Written proposal.
- ❑ Itemized budget.
- ❑ Concept drawings; 2 pages maximum 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/maquette

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

ADDITIONAL SUBMITTAL INFORMATION TO THE PROPOSER:

The full Request for Proposal may be obtained from Demand Star by Onvia and The City of Key West website. Contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov.

The Proposer will be required to furnish documentation with his proposal showing that he is in compliance with any and all licensing requirements of the State. The Proposer shall furnish documentation showing that he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days the following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

City of Key West Business Tax License Receipt
Compliance with these provisions is required before the Proposer can enter into the agreement contained in the agreement Documents.

All insurance contracts and certificates of shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before an Agreement will be awarded for the work contemplated herein**,** AIPP Board, on behalf of the City, will conduct such investigation as is necessary to determine the performance record and ability of the Proposer to perform the size and type of work specified under this Agreement. Upon request, the Proposer shall submit such information as deemed necessary by the AIPP Board to evaluate the Proposer's qualifications.

For information concerning the proposed work please contact Elizabeth Young, Public Art Administrator, by email at director@keysarts.com. Verbal communications, per the City's "Cone of Silence" ordinance are not allowed.

As stated above at the time of the proposal submittal, the Proposer must provide satisfactory documentation of State Licenses. The Proposer shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The AIPP Board may reject proposal for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the proposer misstates or conceals a material fact in its bid, (3) if the proposal does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the proposal is conditional, or (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the AIPP Board. (6) if such rejection is in the best interest of the City. The City may also waive any minor formalities or irregularities in any proposal.

PREPARATION OF PROPOSAL

1. GENERAL

All blank spaces in the PROPOSAL form must be filled in, as required, preferably in BLACK ink. No changes shall be made in the phraseology of the forms.

Any PROPOSAL shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Request for Proposal.

Only one PROPOSAL from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the CITY that any Proposer is interested in more than one Proposal for work contemplated; all Proposals in which such Proposer is interested will be rejected.

2. SIGNATURE

The Proposer shall sign his PROPOSAL in the blank space provided therefore. If Proposer is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Proposer is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

3. ATTACHMENTS

Proposer shall complete and submit the following forms with his proposal:

Anti-Kickback Affidavit
Sworn Statement under section 287.133(3)(a) Florida Statutes, on public entity crimes
Indemnification Form
Domestic Partnership Affidavit
Cone of Silence Affidavit
Non-Collusion Affidavit
All requirements listed in Proposal Submittal Requirements
Proof of Insurance (if awarded)

4. STATE AND LOCAL SALES AND USE TAXES

Unless the agreement documents contain a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Agreement, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Proposal shall include all nonexempt sales and use taxes, unless provision is made in the Proposal form to separately itemize the tax.

5. SUBMISSION OF PROPOSALS

All PROPOSALS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Request for Proposals. PROPOSALS must be made on the PROPOSAL forms provided herewith, **submit one (1) ORIGINAL proposal package and two (2) FLASH DRIVES containing a single PDF file of the entire proposal package.** Each PROPOSAL must be submitted in a sealed envelope, so marked as to indicate the Proposer's name and its contents (project name and number) without being opened and addressed in conformance with the instructions in the Request for Proposals.

6. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of PROPOSALS, any PROPOSAL submitted may be withdrawn by notice to the party receiving PROPOSALS at the place designated for receipt of PROPOSALS. Such notice shall be in writing over the signature of the Proposer or by email. If by email, written confirmation over the signature of the Proposer shall be mailed and postmarked on or before the date and time set for receipt of PROPOSAL. No PROPOSAL may be withdrawn after the time scheduled for opening of PROPOSALS, unless the time specified in paragraph AWARD OF AGREEMENT of these Instructions to Proposers shall have elapsed.

7. AWARD OF AGREEMENT

Within ninety (90) calendar days after the opening of Proposals, the CITY will accept one or more of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal(s) will be by written notice of award, mailed to the office designated in the Proposal, or delivered to the Proposer's representative. In the event of failure of the highest ranked Proposer(s) to sign the Agreement and provide acceptable insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Agreement to the next ranked Proposer. Such award, if made, will be made within one hundred-twenty (120) days after the opening of Proposals. The CITY reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposals.

8. BASIS OF AWARD

A selection committee will evaluate all proposals that meet the minimum qualifications of this RFP. Each committee member shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria set forth on page 9. Completed evaluations shall be combined and tallied. Upon completion of its evaluation process, the AIPP Selection Committee shall provide the results of the scoring and ranking and award recommendation to the City Commission to award the agreement or agreements to the highest ranked Proposer (s). If the City and the highest ranked Proposer are unable for any reason to negotiate an agreement the City shall, either orally or in writing, formally terminate negotiations with the selected proposer. The City may then negotiate with the next highest ranked proposer. The negotiation process may continue in this manner through successive proposers until an agreement is reached or the City terminates this RFP.

9. EXECUTION OF AGREEMENT

The successful Proposer shall, within ten (10) working days after receiving Notice of Award, sign and deliver to the CITY two (2) original Agreements in substantial conformity with the form hereto attached, acceptable to the city attorney, together with the insurance certificate examples of the bonds as required in the Agreement Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Agreement from the successful Proposer, the City's authorized agent will sign the Agreement. Signature by both parties constitutes execution of the Agreement.

10. AGREEMENT PERIOD

It is anticipated that the CITY will enter into a one (1) year agreement, which thereafter maybe extended upon written consent of both parties for an additional six (6) month term.

PROPOSER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Proposer, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Agreement.

The Proposer further declares that he has carefully examined the Agreement Documents and that this Proposal is made according to the provisions and under the terms of the Agreement Documents, which Documents are hereby made a part of this Proposal.

11. SUBCONTRACTORS

The Proposer further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Proposer is awarded the Agreement:

Name	Street	City	State	Zip
Name	Street	City	State	Zip

PROPOSER
The name of the Proposer submitting this Proposal is doing business at

Street City State Zip

which is the address to which all communications concerned with this Proposal and with the Agreement shall be sent.
The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

_____ _____

_____ _____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this_____day_____of 2018.

Signature of_____ Title _____

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this_____day of_____2018.

(SEAL)

Name of Corporation

By _____

Title _____

Attest

Sworn and subscribed before this_____day of_____, 20____

NOTARY PUBLIC, State of_____, at Large

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

: SS

COUNTY OF MONROE)

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: _____

Sworn and subscribed before me this

_____Day of_____, 2018.

_____

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

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

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

This sworn statement is submitted with Bid or Proposal for _____

This sworn statement is submitted by_____
(Name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement

My name is _____
(Please print name of individual signing) and my relationship to the entity named above is

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

2. 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 guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies). Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

6. There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted VENDOR list. (Please attach a copy of the final order.)

7. The person or affiliate was placed on the convicted VENDOR list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted VENDOR list. (Please attach a copy of the final order.)

8. The person or affiliate has not been put on the convicted VENDOR list. (Please describe any action taken by or pending with the Department of General Services.)

_____ **(Signature)**

_____ **(Date)**

STATE OF_____ COUNTY OF_____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

_____who, after first being sworn by me, affixed his/her (Name of individual signing)

Signature in the space provided above on this_____day of_____, 2018.

My commission expires_____ NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the VENDOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by VENDOR or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the VENDOR or its subcontractors, material men or agents of any tier or their respective employees.

VENDOR: _____

SEAL:

_____
Address

_____
Signature

_____
Print Name

_____
Title

DATE: _____

Sworn and subscribed before this_____day of_____, 20____

NOTARY PUBLIC, State of_____, at Large

My Commission Expires: _____

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF_____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: _____

Sworn and subscribed before this_____day of_____, 20_____

NOTARY PUBLIC, State of_____, at Large

My Commission Expires:_____

CONE OF SILENCE AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF_____)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of_____have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

By: _____

Sworn and subscribed before me this

_____day of_____20_____.

_____

NOTARY PUBLIC, State of_____at Large

My Commission Expires: _____

Sec. 2-773. - Cone of silence.

(a) *Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

(1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Completive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.

(2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.

(3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.

(4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.

(5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.

(b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:

(1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;

(3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and

(4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.

(c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:

(1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;

(2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.

(A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.

(B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;

(3) Oral communications at duly noticed pre-bid conferences;

(4) Oral presentations before publicly noticed evaluation and/or selection committees;

(5) Contract discussions during any duly noticed public meeting;

(6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;

(7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or

(8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;

(d) Procedure.

(1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

(2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.

(3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

(1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.

(2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.

(3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

(4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

(5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.

(Ord. No. 13-11, § 1, 6-18-2013)

ANTI – KICKBACK AFFIDAVIT

STATE OF _____)
: SS
COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Sworn and subscribed before me this day_____of_____, 2018.

NOTARY PUBLIC, State of_____at Large

My Commission Expires:

City of Key West Art in Public Places Purchase Agreement (DRAFT)

This AGREEMENT dated the_____day of_____, 2018, is entered into by and between the CITY OF KEY WEST, hereinafter "City "/CITY OF KEY WEST, and_____, hereinafter "Artist."

WHEREAS, the Art in Public Places Ordinance (AIPP Ordinance), codified at City of Key West Code of Ordinances Section 2-481 through 2-487, authorizes the allocation of one percent (1%) of the Public and Private construction costs for new construction exceeding $500,000.00 and renovations exceeding $100,000.00 to be set aside in a fund and used for acquisition, commission, installation and maintenance of works of art to be used in, upon, or around the City of Key West; and

WHEREAS, the AIPP Ordinance establishes an Art in Public Places Board to review responses to Requests for Proposals for art to be acquired, commissioned, installed, and maintained in public construction projects and to advise the CITY OF KEY WEST on such responses; and

WHEREAS, the CITY OF KEY WEST desires to promote understanding and awareness of the visual arts and to enrich the public environment for residents and visitors; and

WHEREAS, the CITY OF KEY WEST desires to acquire public artwork to be installed, placed, and/or located at_____, Key West, Florida; and

WHEREAS, in conformity with the AIPP Ordinance and RFP #_____, the Artist was recommended by the AIPP Board to provide public artwork for this location; and

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 a period of_____after issuance of a Notice to Proceed to execute and complete the work. 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 13 and 14 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 perform all services, and provide and furnish all supplies, materials, and equipment as necessary for transportation, creation and installation of artwork as set forth in the Artists Response to the Request for Proposal, the terms and conditions of which are fully incorporated therein.

3. Artist shall confer with and coordinate activities with Executive Director, Florida Keys Council of the Arts, Elizabeth Young, to ensure there is cooperation and cohesiveness in the incorporation of the art in or around the building, so that there shall be the least amount of interference between the Artist and the building personnel.

4. AMOUNT OF AGREEMENT AND PAYMENT: The City shall provide an amount not to exceed **_____Thousand and 00/100 ($_,000.00) Dollars** for materials and services used to create and install the project. The City of Key West assumes no liability to fund this agreement for an amount in excess of this award. City of Key West's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the CITY OF KEY WEST. Pursuant to Florida's Prompt Payment Act, upon receipt by City of an Invoice and documentation to satisfy the finance director that the work necessary to approve the invoice has been completed, payment shall be made as follows:

PAYMENT TERMS TO BE NEGOTIATED ON A PROJECT BY PROJECT BASIS CONSIDERING OVERALL SCOPE AND NATURE OF THE PROJECT, AND ATTACHED HERETO AS "EXHIBIT A".

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

A. Artist's design fee.

B. Labor, materials, contracted services required for production and installation.

C. Artist's 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 at the site.

G. Permits and fees necessary for the installation (applicable for exterior projects which may also require HARC or Historic Preservation Commission review, if applicable).

H. Insurance costs of artist.

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

5. OWNERSHIP and RIGHTS: Upon the installation of the artwork and acceptance by the City, the City shall own the artwork and title to the artwork shall pass to the City. This Article 5 and the Artist's signature on this Agreement shall constitute and be construed as the Artist's express waiver of rights as provided in 17 U.S.C. §106A, et. al., to the extent that the artwork may be removed, adjusted, replaced, and/or relocated, as deemed necessary by the City without obtaining a waiver or permission from the Artist, and that modification to the artwork resulting from conservation or public presentation involving lighting and placement is not prohibited modification or considered alteration, distortion or mutilation of the artwork. Artist agrees that the City as owner of the building and/or property that includes the artwork may, without the consent or permission of the Artist, make or authorize the making of alterations and/or destruction of such building and/or property. Artist agrees that where the artwork may be created or conceived in any fashion by more than one author/artist, the Artist's signature and waiver binds the entire group of authors/artists.

6. MODIFICATIONS AND AMENDMENTS: Any and all modifications of the terms of this Agreement shall in writing and approved by the CITY OF KEY WEST. Extensions of time to complete any terms or conditions of this Agreement must be made in writing and shall be approved only by the CITY OF KEY WEST.

7. INDEPENDENT ARTIST: At all times and for all purposes hereunder, the Artist is an independent Artist and not an employee of the City of Key West. No statement contained in this agreement shall be construed as to find the Artist or any of its employees, Artists, servants or agents to the employees of the City of Key West, and they shall be entitled to none of the rights, privileges or benefits of employees of City of Key West.

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 City to terminate this agreement immediately upon delivery of written notice of termination to the Artist.

9. HOLD HARMLESS/INDEMNIFICATION: The Artist hereby agrees to indemnify and hold harmless the, Florida Keys Council of the Arts, AIPP Board and City of Key West and any of their 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 City of any suit, claim or action made against the City that is related to the activity under this agreement, and will cooperate with the City 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 City has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the City 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 City may terminate this agreement without cause upon giving ninety

(90) days written notice of termination to Artist. The City 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 City 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 City 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 City 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 City of Key West.

16. 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 Artist, supplier, sub-Artist, 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 Florida Statutes Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Artist represents that Artist is not on the Convicted Vendor list.

17. 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 are authorized to contract Artist's services.

18. LICENSING AND PERMITS: Artist warrants that he or she 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, City or County.

19. 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 City from any suits, claims or actions brought by any person or persons and from all costs and expenses 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 the agreement and for one (1) year after acceptance of the project, Artist shall maintain on file with the City a certificate of the 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 City 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 City of Key West, 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 City form titled "Request for Waiver of Insurance Requirements" and must be approved by City of Key West 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
- Products 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 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 City.

20. PUBLIC RECORDS COMPLIANCE: Artist must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of Article I of the Constitution of Florida. The City and Artist shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the City and Artist in conjunction with this contract and related to contract performance. The City shall have the right to unilaterally cancel this contract upon violation of this provision by the Artist. Failure of the Artist to abide by the terms of this provision shall be deemed a material breach of this contract and the City may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

The Artist is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the Artist is required to:

1. Keep and maintain public records that would be required by the City to perform the service.

2. Upon receipt of a request from the City 's custodian of records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Artist does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Artist or keep and maintain public records that would be required by the City to perform the service. If the Artist transfers all public records to the City upon completion of the contract, the Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records upon completion of the contract, the Artist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of records, in a format that is compatible with the information technology systems of the City.

5. A request to inspect or copy public records relating to a City contract must be made directly to the City, but if the City does not possess the records requested, the City shall immediately notify the Artist of the request, and the Artist must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

If the Artist does not comply with the City 's request for records, the City shall enforce the public records contract provisions in accordance with the contract, notwithstanding the City's option and right to unilaterally cancel this contract upon violation of this provision by the Artist. An Artist who fails to provide the public records to the City or pursuant to a valid public records request within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

The Artist shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHERI SMITH CSMITH@CITYOFKEYWEST-FL.GOV , 1300 WHITE STREET, KEY WEST, FL 33040.

21. RISK OF LOSS. Risk of loss or damage to the artwork shall be borne by the Artist until acceptance of the artwork by the City as indicated after the final payment has been made. The Artist shall carry insurance sufficient to cover the purchase price of the artwork to cover risk of loss or damage to the artwork until final acceptance by the City.

22. WARRANTIES OF QUALITY AND CONDITION. Artist represents and warrants that the artwork, as fabricated and installed, will be free from defects in material and workmanship which cause or accelerate deterioration of the artwork and that reasonable maintenance of the artwork will not require procedures

23. substantially in excess of those described in the Artist's maintenance recommendations or proposal. The warranties described in this Article shall survive for a period of five (5) years after final acceptance of the artwork, with periodic required maintenance by the City according to instructions provided by the Artist. The City shall give written notice to the Artist of any breach of this warranty during the five (5) year period. The Artist shall, at no cost to the City, cure reasonably and promptly the breach of warranty by means of repair, restoration, refurbishing, re-creation, or replacing the artwork.

24. REPAIRS AND RESTORATION. The City reserves the right to determine when and if repairs and restorations to the artwork will be made after final acceptance. Repairs and restorations to the artwork occurring more than five (5) years after the City's final acceptance of the artwork will be the responsibility and at the expense of the City.

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

For Artist	For City
_____	Florida Keys Council of the Arts
_____	1100 Simonton Street
_____	Key West, FL 33040
	and
	City Manager
	PO Box 1409
	1300 White Street
	Key West, FL 33041

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.**

AGREED AND ACCEPTED:

(SEAL)

ATTEST: CITY CLERK CITY OF KEY WEST, FLORIDA

By:_____ By: _____

Cheri Smith, City Clerk Mayor

SIGNATURES CONTINUE ON NEXT PAGE…

WITNESSES:

ARTIST:

_____

(1)_____

Signature

_____

Print Name

DATE:_____

_____

Signature

_____

Print Name

DATE:_____

(2)_____

Signature

_____

Print Name

DATE:_____

STATE OF _____

CITY OF _____

On this_____day of_____, 2018, 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 City of Key West for the purposes therein contained.

Notary Public

_____

Name

My Commission Expires:_____ (SEAL)