

**RFQ 2022-01 DESIGN-BUILD SERVICES FOR HEALTHY WEST ORANGE PAVILION**

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**RFQ 2022- 01 DESIGN-BUILD SERVICES FOR HEALTHY WEST ORANGE PAVILION**

THE ROTARY CLUB OF WINDERMERE, INC.

**REQUEST FOR QUALIFICATIONS**

**RFQ: #2022-01**

**DESIGN-BUILD SERVICES FOR HEALTHY WEST ORANGE PAVILION**

**RESPONSES ARE DUE BY 2:00 PM EST FEBRUARY 28, 2022**

MAIL OR DELIVER RESPONSES TO:

The Rotary Club of Windermere, Inc

501 Forest St.

Windermere, FL 34786

Phone: (407) 876-2563, Fax (407) 876-0103

## 1. OVERVIEW

**Services Requested** The Rotary Club of Windermere Inc. (“Rotary”), a 501c3 Organization is issuing a Request for Qualifications (RFQ) from qualified firms or individuals (“Proposer”) to act as the design-builder for the new Healthy West Orange Pavilion project (“Project”) to be located in the Town of Windermere (“Town”). The Owner of the Project is the Rotary Club of Windermere Inc. and the Town of Windermere (“Owner”). The Owner’s Representative for the Project and the Rotary is ZHA Incorporated (“OR”). The design-builder services are described below in Section 5 (the “D-B Services”).

**CCNA** The Rotary will select the qualified Proposer in accordance with Section 287.055 of the Florida Statutes, the Consultants’ Competitive Negotiation Act (“CCNA”). RFQ responses shall be evaluated by the Rotary and the OR. Three or more Proposers, deemed as best qualified using the factors set forth in Section 287.055, Florida Statutes, shall be selected by a committee for discussions and/or presentations, ranking, and subsequent negotiations for a contract with the highest ranked Proposer.

**Project Description** The Project includes a covered stage furnished with a retractable projection screen and appropriate lighting and sound equipment, men's and women's restrooms, two family restrooms, a multi-purpose storage room, and concession stand with a full equipped kitchen in downtown Windermere at the corner of Forest Street and Fifth Avenue where the existing community building stands. The Project will include the demolition of the existing community building, installation of new septic drain field and tank, and appropriate landscaping. Behind and around the pavilion will be a pocket park with exercise stations. The new pavilion will be named the "Healthy West Orange Pavilion" and will support the Town in meeting the goals of Healthy West Orange by providing a central location for health and wellness programs to be offered to residents of West Orange County. The Healthy West Orange logo and/or name will be prominently and permanently placed on the pavilion and pocket park locations and signage will be included recognizing the West Orange Healthcare District as the benefactor and funder for the pavilion.

## 2. SUBMISSION REQUIREMENTS

**Submittal Instructions** The response must be submitted on 8-1/2" X 11" paper, 12-point font, numbered, with headings, sections, and sub-sections that directly correlate/address specifically all required submittal information in their respective order identified below. Interested Proposers must submit three (3) bound copies, one (1) unbound original, and one (1) electronic copy (CD: PDF Format) of their qualifications prior to 5pm Eastern Standard Time, by the date set forth in Section 3, to the attention of **The Rotary Club of Windermere Inc, 501 Forest St. Windermere, FL 34786**. Qualification documents received after this date and time will not be considered.

Please include in your response:

- A. Title Page** Identify the RFQ subject, RFQ #, name of Proposer, Proposer's address, phone and facsimile number, primary point of contact, primary point of contact's title, mailing address, e-mail address for receipt of notifications, and date of submittal.
- B. Letter of Transmittal** Include the following:
- Type of business (sole proprietorship, partnership, limited liability company, corporation, etc.); and
  - State of formation;
  - If the Proposer is a certified minority business
  - Headquarters location and if any offices are located in the State of Florida
  - Include the names and contact information of the persons who will be authorized to bind the Proposer
  - Include the name(s) of the person(s) that will be performing the Services; and
  - Be signed by a representative who is authorized to contractually bind the Proposer and include the title.
- C. Qualifications** State the experience and qualifications of the Proposer.
1. **Proposer Organization Description:** Give a brief history of the organizational structure of the Proposer, including the organization's date of inception. Indicate number of employees, and identify if the Proposer has a minority, women, and/or service-disabled veteran business status. Provide the address and phone number of the office having the primary responsibility for the production of the requested Services. Provide copies of the Proposer's licenses, if any.
  2. **Previous Experience:** Provide current/past experience within the last 10 years of the Proposer in successfully designing and building projects of similar size scope and complexity or larger. In order to submit a response to this RFQ, Proposers must be experienced in the design, construction, and turn-over of at least one (1) public or institutional project with a construction budget of at least \$800,000.00.
  3. **References :** Provide at least three (3) references, including contact names and phone numbers, for projects of similar scope and complexity overseen in the last 10 years.
  4. **Key Personnel:** Provide biographies/resumes of the proposed individual(s) that will act as the Design Lead and Construction Project Manage for this Project. The biography shall include their

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position, years of experience, tenure with the Proposer Team and similar projects. Provide information indicating the Proposer's current and projected workload.

5. **Conflict of Interest:** Indicate any conflicts or potential conflicts of interest with the Town or the Rotary Club of Windermere, Inc. or ZHA Incorporated.
6. **Legal:** Provide a list, along with brief explanations, of all lawsuits by and against the Proposer over the past five (5) years, and the result of each lawsuit and if not resolved, the current status.
7. **Scope of Services:** Each response should address a description of the Proposer's approach to the Services set forth in Section 5.

All questions pertaining to this Request for Qualifications (RFQ) should be directed, in writing, to Robert Smith, Town Manager, 501 Forest St. Windermere, FL 34786, by email [rsmith@town.windermere.fl.us](mailto:rsmith@town.windermere.fl.us) . Questions are also to be copied to the Owner's Representative: ZHA Incorporated, 601 N. Magnolia Avenue, Suite 100, Orlando, FL 32801 Attention: Andy Brooks by e-mail to [andy.brooks@zhaintl.com](mailto:andy.brooks@zhaintl.com) .

Any addenda to this RFQ shall be made on the Town of Windermere ([www.town.windermere.fl.us](http://www.town.windermere.fl.us)) web site. It is the sole responsibility of those submitting an RFQ to check the web site for addendums. These questions are due by the date set forth in Section 3.

The Rotary reserves the right to reject any and all proposals, to waive informalities in any or all qualification documents, to re-advertise for RFQ's, and to separately accept or reject any item or items and to negotiate contracts in the best interest of the Rotary. The Rotary reserves the right to reject any and all qualification documents received, to solicit new qualification documents, or take any other such actions that may be deemed to be in the best interest of the Rotary. MBE/WBE/DBE businesses are encouraged to participate. The Rotary strictly enforces open and fair competition. The Rotary may reject any response not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and may reject any or all responses in whole or in part when the cancellation or rejection is in the best interest of the Rotary and at no cost to the Rotary.

While every effort has been made to ensure the accuracy and completeness of the information in this RFQ we recognize that the information may not be complete in every detail and that all Services may not be expressly mentioned in this RFQ. It is the responsibility of the proposing company to include in their proposal all pertinent information in accordance with the objectives of the Rotary.

### 3. PROPOSAL TIMELINE AND SELECTION CRITERIA

All times listed in the calendar of events is Eastern Daylight Time

Request for Qualifications Advertised	February 1, 2022
Pre-Proposal Video Meeting (Non-mandatory)	February 8, 2022
Technical Questions Due to the Rotary (written)	February 9, 2022
Responses to Questions Due from the Rotary	February 11, 2022
Proposals Due to the Rotary	February 28, 2022 by 2:00 p.m. EST
Short List Presentations (optional) or Discussions with top-three ranked Proposers	March 11, 2022
Contract Negotiated with Rotary	March 18, 2022
Board (Rotary & Town of Windermere) Approval of Negotiated Contract	A March or April scheduled meeting – TBD

The Rotary reserves the right to alter scheduled dates if necessary

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**CRITERIA**

Firms submitting the required criteria will have their responses evaluated and scored for technical qualifications. The following represent the principal selection criteria, which will be considered during the evaluation process.

Each response will be evaluated for full compliance with the RFQ instructions and the terms and conditions set forth within the RFQ document. The objective of the evaluation will be to recommend the firm who is the most fully qualified based upon the herein described needs of the City. Responses will be scored and ranked in accordance with the weighting specified in the following table.

<b>Evaluation Criteria</b>		<b>MAXIMUM POINTS</b>
1	<b>Firm's</b> experience with design-build of public pavilions	25
2	<b>Team member's</b> professional experience in this type of project	25
3	<b>Team's</b> approach to scope of work	20
4	Financial stability of firm	20
5	Ability to meet budget	15
6	Ability to meet Project's completion time	15
7	Location of primary office or principal	10
8	Current and projected work assignments	10
9	Client references	10
<b>Total Points To Be Earned</b>		<b>150</b>

**Total Points to be earned are on a scale of 1 – 150 points, 1 = lowest, 150 = highest**

Respondents are prohibited from contacting any member of the Rotary at any time during the RFQ process, up to the time of contract award. Any attempted contact may be grounds for disqualification.

## 4. ADDITIONAL INSTRUCTIONS TO PROPOSERS

### 4.01 DISQUALIFICATION OF PROPOSERS

- A. NON-COLLUSION AFFIDAVIT** Any person submitting a response to this RFQ must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Responders the response of all participants in such collusion shall be rejected, and no participants will be considered in future responses for the same work
- B. PUBLIC ENTITY CRIME** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response/bid on a contract to provide any goods or services to a public entity submit response/bids on leases or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
- C. DRUG-FREE WORKPLACE FORM** Any person submitting a response or qualification documents in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with the response. Failure to complete this form in every detail and submit it with your response will result in immediate disqualification of your response.
- D. CONFLICT OF INTEREST** Any Proposer who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, shall be disqualified.
- E. PROHIBITED COMMUNICATION** Any form of communication, except for written correspondence authorized herein, shall be prohibited regarding this particular request for qualifications, or any other competitive solicitation between:
1. Any person or person's representative seeking an award from such competitive solicitation; and
  2. Any Rotary Members or any Town staff/contractor authorized to act on behalf of the Board to award a particular contract (Selection Committee Member, etc.)

For the purpose of this section, a person's representative shall include but not limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

This prohibition on communication shall be in effect as of the publication of the bid advertisement. The provisions of this section shall not apply to oral communications at any public proceeding, oral presentations before selection committees, contract negotiations, presentations made to the Rotary or Town Council if requested, and protest hearings.

The provisions of this section shall terminate at time of award of grant writing services, rejects all bids, or otherwise takes action which ends the solicitation process.

**4.02 EXAMINATION OF RFQ DOCUMENTS**

Each Proposer shall carefully examine the RFQ and other documents and inform him or herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the Services to be performed under the awarded contract. Ignorance on the part of the Proposer in no way relieves the Proposer of the obligations and responsibilities assumed under the contract.

Should a Proposer find discrepancies or ambiguities in, or omissions from, the Design Criteria Package, or be in doubt as to their meaning, Proposer shall notify the Town Manager in writing prior to the Response Question Due Date. Copies are to be provided to the Owner’s Representative.

**4.03 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA**

No oral interpretations will be made to any potential Proposer as to the meaning of the contract documents. Any inquiry or request for interpretation received on or before the deadline set forth in Section 3 will be given consideration. Any changes or interruption will be made in writing in the form of an addendum and, if used, will be posted on the Town Web Site [www.town.windermere.fl.us](http://www.town.windermere.fl.us) . Each Proposer shall acknowledge receipt of any addenda in their proposal. If the acknowledgement is not included, the response to the RFQ will constitute acknowledgment. It is the responsibility of all Proposers to verify all addenda prior to submitting a response to the RFQ.

**4.04 GOVERNING LAWS AND REGULATIONS**

The Proposer is required to be familiar with and shall be responsible for complying with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the Services including grant award terms for all grants to which a Proposer may apply on behalf of the Rotary.

**4.05 SIGNATURE OF PROPOSER**

The Proposer must sign the response forms in the space provided for the signature. If the Proposer is a professional association or other business entity, the title of the officer signing the response on behalf of the entity must be stated and evidence of the officer’s authority to sign the response must be submitted. The Proposer shall state in the response the name and address of each person interested therein.

**4.06 COST OF PROPOSAL**

The Rotary assumes no responsibility or liability for the costs incurred by the submitting firm to prepare and/or submit a proposal. The entire cost of preparing and submitting qualification documents, or any work in connection therewith will be borne by the submitting Proposer.

**4.06 REQUIRED INSURANCE**

The Town of Windermere and the Rotary shall be named as additional insured on all policies. The Proposer is required to maintain a minimum coverage of General Liability Insurance in the amount of \$1,000,000 (with a deductible permitted not in excess of \$50,000) will be required for this



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Project. Insurance carriers providing coverage required must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better. Additionally, Proposer is required to maintain any coverage required by federal and state workers' compensation laws.

## 5. DESIGN CRITERIA

### 5.01 SUMMARY

The Healthy West Orange Pavilion Project includes a covered elevated stage furnished with a retractable projection screen and appropriate lighting and sound equipment, men's and women's restrooms, two family restrooms, and concession stand with a full equipped kitchen in downtown Windermere at the corner of Forest Street and Fifth Avenue where the existing community building stands. The Project will include the demolition of the existing community building, installation of new septic drain field and tank, and appropriate landscaping. Behind around the pavilion will be a pocket park with exercise stations. The new pavilion will be named the "Healthy West Orange Pavilion" and will support the Town in meeting the goals of Healthy West Orange by providing a central location for health and wellness programs to be offered to residents of West Orange County. The Healthy West Orange logo and/or name will be prominently and permanently placed on the pavilion and pocket park locations and signage will be included recognizing the West Orange Healthcare District as the benefactor and funder for the pavilion.

### 5.02 LEGAL DESCRIPTION OF THE SITE

PLAT OF WINDERMERE G/36 LOTS 231 THROUGH 240 & A 40 BY 200 FT STRIP OF LAND LYING ELY OF LOTS 237 238 & 239

### 5.03 GENERAL SCOPE OF SERVICES

The Rotary Club of Windermere Inc. ("Rotary") is seeking a professional firm interested and capable of providing professional services for the delivery of the Healthy West Orange Pavilion utilizing the design/build delivery method. The Healthy West Orange Pavilion will be located at the corner of Forest Street and Fifth Avenue in the Town of Windermere where the existing community building stands.

The Pavilion will include a covered elevated stage furnished with a retractable projection screen and appropriate lighting and sound equipment. The Pavilion will have men's and women's restrooms, two family restrooms, and concession stand with an equipped kitchen. The building will be one story.

The existing community center building and site will be demolished as part of this Contract.

The tentative schedule is:

- Design-Builder Proposal Preparation..... 1 month
- Design-Builder Selection/Contract Negotiation ..... 2 months
- Site/Building Design/Project Pricing Negotiation ..... 3-4 months
- Permit/Construction Documents ..... 2-3 months
- Construction ..... 5-6 months

**5.03 INTENT OF CRITERIA PACKAGE**

It is the intent of the Rotary to engage a firm that clearly demonstrates the highest level of ability to provide professional design/build services for the proposed Pavilion that is within the budget and schedule requirements of the Rotary. The detailed criteria are included in this document.

The Rotary will receive Qualifications from multiple firms of its choosing and will determine which firm is the most qualified in its own judgment. Firms will be ranked, and should the Rotary not be able to negotiate a contract with the first ranked firm then the Rotary will cease negotiations with that firm and then negotiate with the second ranked firm, and so on.

**5.04 CONTRACT AWARDS**

The Rotary anticipates utilizing an AIA Document A141 (2004) Design-Build contract with the Design/Build firm (D/B) to be the most advantageous to the Rotary. The D/B firm shall be required to sign a formal Contract in the form of an amended AIA Document A141 Standard Form of Agreement between the Rotary and Design-Builder. The initial modifications to the contract that the Rotary intends to use are enclosed for reference – further modifications will be necessary as the contract is finalized, e.g. Design / Builder firm name. Any exceptions to this contract must be clearly indicated by return of the contract to the Rotary at the time of submission, with exceptions clearly noted. The Rotary has the right to require the D/B firm to sign the contract with the modifications. At the Rotary’s sole option, it may choose to negotiate additional revisions to the contract language prior to execution of the contract.

The Respondent understands that this criteria package does not constitute an agreement or a contract with a Respondent. A proposal is not binding until responses are accepted by the Rotary and both parties execute a contract.

The Rotary reserves the right, at the Rotary’s sole option, to utilize a Rotary’s direct purchase program to return applicable sales tax to the Rotary or other reasons.

**5.05 PROJECT BUDGET**

The Tentative Project Budget is \$800,00.00, which included the Rotary’s Allowances of \$100,000.00 for Kitchen Equipment and Audio Visual Equipment. Therefore, the Design/Build budget for the Project is \$700,000.00

**5.06 PROJECT DURATION**

The Rotary requires Final Completion and Occupancy of the Project no later than 275 days after the NTP is issued for the design of the project. By submission of a proposal, the Proposer certifies this deadline can be achieved.

**5.07 PROJECT COORDINATION**

Upon Issuance of a NTP for design, the Design-Builder will conduct project coordination meetings every two weeks, or as agreed to by Rotary and/or OR, through the duration of the project. The Design-Builder will be responsible for taking and distributing official meeting minutes that accurately reflect the discussions and decisions conveyed at each meeting.

#### 5.08 DESIGN PHASE

1. **Program & Budget Validation:** Review and validate the Project's program requirements to determine the adequacy of the project budget.
2. **Schematic Design:** Develop Schematic Design documents and Construction Cost Estimates. Present minimum of 3 distinctly different elevation style alternatives. The intent is to freeze the floor plan and preferred elevation approximately halfway through Schematic Design.
3. **Schematic Approval:** Obtain Rotary's approval of one concept to take forward through Schematic Design.
4. **Project Pricing Documents:** Develop Project Pricing Documents and prepare GMP price proposal for construction of the project. Project Pricing Documents will be 100% Design Development Documents and additional clarifying information.

#### 5.09 CONSTRUCTION PHASE

The following are complementary to the services outline in the AIA Document A141 (2004) Design-Build Contract. The AIA Document A141 (2004) Design-Build Contract will take precedence.

1. Prepare construction documents necessary to obtain all required permits and construct the project.
2. Provide all building construction activities and site work.
3. Provide all construction administration services including construction quality control.
4. Coordinate all construction activities.
5. Conduct regularly scheduled coordination meetings with the Owner's representatives.
6. Upon completion of the project obtain a Certificate of Occupancy and achieve substantial completion, which is defined as all items in the design documents are installed and initially tested. Complete the final punch list, and provide as-built drawings (hard copy and digitally) and O & M Manuals.
7. Train Owner's personnel in the upkeep of the facility and operation of all systems and equipment.
8. Establish a warrantee tracking system and ensure all warrantee issues are completed in a timely manner during the warrantee period.

#### 5.10 ADDITIONAL REQUIREMENTS

The following are complementary to the services outline in the AIA Document A141 (2004) Design-Build Contract. The AIA Document A141 (2004) Design-Build Contract will take precedence.

1. The D/B will be required to fully comply with the Design Criteria Package.
2. It will be the Design-Builder's responsibility to perform all site and topographic surveys necessary to properly design and construct the project.
3. The Design-Build firm will be responsible for identifying and performing any geotechnical investigation, analysis, and design dictated by the project needs. D/B make their own interpretation of the subsoil investigations and other preliminary data, and shall base the price on his own opinion of the conditions to be encountered.
4. Provide a full project schedule, updated monthly, at each coordination meeting.

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5. By execution of the contract, the Design-Build firm specifically acknowledges and agrees that it is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design and that any information is being provided merely to assist the Design-Build firm in completing adequate site investigations.
6. The D/B shall obtain ALL necessary permits or permit modifications not already provided.
7. Acquisition of all permits will be the responsibility of the Design-Build firm. Preparation of complete permit packages will be the responsibility of the Design-Build firm. If any agency rejects or denies the permit application, it is the Design-Build firm's responsibility to make whatever changes necessary to ensure the permit is approved.
8. The Design-Build firm will NOT be required to pay local impact fees. The Design-Build firm will be responsible to determine with the agencies the amount of the impact fees and so inform the Owner and assist the Owner in making payment. Since the impact fees are part of the Owner's Program Budget the fees will be determined by the Design-Builder and included in the Schematic Cost estimate as an owner expense. Impact Fees are not part of the Project Design/Build Budget or the GMP from the Design-Build firm.
9. The Design-Build firm shall be responsible for verification of existing conditions, including research of all existing records and other information.
10. During construction, the Design-Build firm shall meet with the Owner's Representative on a bi-weekly basis and provide a three-week look ahead for activities to be performed during the coming weeks.
11. The Design-Build firm shall, on a monthly basis, provide written progress reports that describe the items of concern and the work performed on each task. The report will include status reports on RFI,s, submittals, owner direct purchase, potential and pending change orders and project costs. Pictures of the progress of the work will be included. A revised Schedule is required each month as part of this coordination effort and for an attachment of the Payment Application.

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RESPONSE TO:

RFQ 2022-01 Design-Build Services for Healthy West Orange Pavilion  
THE ROTARY CLUB OF WINDERMERE INC  
501 FOREST ST. WINDERMERE, FL 34786

I acknowledge receipt of any/all Addenda: \_\_\_\_\_ I have included:

- Hold Harmless Agreement
- Certificate of Insurance
- Non Collusion Affidavit
- Drug Free Workplace Form

Mailing Address:

\_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
FAX: \_\_\_\_\_  
DATE \_\_\_\_\_

BY signing and submitting this proposal, I am certifying that (a) I am a citizen of the United States; and (b) I am not a member or an employee of the Town or a member of the Rotary Club of Windermere, Inc.

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Witness

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf thereof, who

is personally known to me, or  produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
Notary Public Signature

Print Notary Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**HOLD HARMLESS AGREEMENT**

I \_\_\_\_\_ (Proposer) agrees to indemnify and hold harmless the Rotary Club of Windermere Inc and the Town of Windermere, Florida, and any of its respective employees and agents from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Proposer and other persons employed or utilized by the Proposer in the performance of the contract contemplated by this RFQ.

In the event the completion of the Project awarded pursuant to this RFQ (to include the work of others) is delayed or suspended as a result of the Proposer's failure to purchase or maintain the required insurance, the Proposer shall be responsible to reimburse the Town for all increased expenses resulting from such delay.

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Witness

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf thereof, who  is personally known to me, or  produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
Notary Public Signature

Print Notary Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

I \_\_\_\_\_ (Proposer) of the firm of \_\_\_\_\_ (Proposer Firm Name) responded to the RFQ for Design-Build Services for Healthy West Orange Pavilion for The Rotary Club of Windermere Inc. Our response has been executed with full authority to do so. This response has been arrived at independently without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor, and no attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit, or not to submit, a response for the purpose of restricting competition.

The Statements contained within this affidavit are true and correct, and made with full knowledge that The Rotary Club of Windermere Inc relies upon the truth of the statements contained in this affidavit in awarding contracts for said Services.

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Witness

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf thereof, who  is personally known to me, or  produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
Notary Public Signature  
Print Notary Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



**DRUG FREE WORKPLACE CERTIFICATION**

In order to have a drug-free workplace program, a business shall:

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 an employee 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, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working in the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee 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 work place 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 Proposer

\_\_\_\_\_  
Witness