

RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR)
TOWN OF WINDERMERE TOWN FACILITIES



TOWN OF WINDERMERE
REQUEST FOR QUALIFICATIONS

RFQ: #2019-03

CONSTRUCTION MANAGER AT RISK (CMAR)
TOWN OF WINDERMERE TOWN FACILITIES

RESPONSES ARE DUE BY 5:00 PM EST JUNE 21, 2019

MAIL OR DELIVER RESPONSES TO:

ATT: Robert Smith, Town Manager
614 Main St.
Windermere, FL 34786

CONTACT:

Robert Smith, Town Manager
614 Main St.
Windermere, FL 34786
Phone: (407) 876-2563, Fax (407) 876-0103
Email: rsmith@town.windermere.fl.us

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1. OVERVIEW

The Town of Windermere (Town), Florida, is issuing a Request for Qualifications (RFQ) from qualified firms or individuals (Proposer) offering to provide Construction Manager at Risk (CMAR) services for new Town of Windermere Facilities which include Town Administration, Police and Public Works buildings at a Guaranteed Maximum Price (“GMP”). The Town will select the qualified Proposer in accordance with Section 287.055 of the Florida Statutes, the Consultants’ Competitive Negotiation Act (the “CCNA”).

The work will consist of a new Town Administration Building of approximately 2,808 SF, a Police Department Building of approximately 4,520 SF, a Connector Entry and Community Room of approximately 1,175 SF and Public Works Facility Building of approximately 2,554 SF. Site work encompasses surface parking, utilities, stormwater and site security on an overall 1.55 acre site. Proposers should be experienced in the development and construction of complex public safety projects.

The Town has developed a conceptual master plan and space utilization needs in the form of a draft program totaling 11,057 SF, for Town Administration, Police Department, Public Works Building and Connector Entry and Community Room. The design professional is Architecture Design Group. The selected Construction Manager shall participate in the design process, perform construction cost estimating and constructability services, value engineering analysis, manage the schedule and perform construction services. All Proposers must be licensed as general contractors in the State of Florida pursuant to Chapter 489 Florida Statutes by the submittal date for proposals.

The contract for Construction Management Services shall be a modified AIA Agreement – A133 Construction Manager Agreement, and AIA A201 General Conditions. The contract will consist of a pre-construction services phase and a construction phase. The pre-construction phase, for which the Construction Manager will be paid a fixed fee, will include value engineering, constructability analysis, development of cost models, estimating, full construction estimates at the following intervals throughout the design process (100%DD, 50% CD and 75%CD), and the development of a Guaranteed Maximum Price (GMP) at the 100% Construction Document phase. If the GMP is accepted, the Construction Phase will be implemented. In the Construction Phase of the Contract, the Construction Manager serves as the single point of contact of responsibility for successful performance of construction of the project and shall publicly bid trade contracts and facilitate an owner direct purchase program, where practical.

Those firms interested in providing this service are instructed to submit three (3) bound copies, one (1) unbound original, and one (1) electronic copy (CD: PDF Format) of their qualifications pertinent to the scope of work prior to 5pm Eastern Standard Time, June 21, 2019, to the attention of Robert Smith, Town Manager 614 Main St. Windermere, FL 34786. Qualification documents received after this date and time will not be considered. The Town of Windermere 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 Town of Windermere. The Town of Windermere is

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an Equal Opportunity Employer. MBE/WBE/DBE businesses are encouraged to participate. The Town of Windermere strictly enforces open and fair competition.

The Town 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 Town, and at no cost to the Town.

2. SUBMISSION REQUIREMENTS:

Firms are invited to submit qualifications documents to the Town of Windermere RFQ 2019-03 Construction Manager at Risk Town of Windermere Town Facilities.

Requirements for submission and selection criteria may be obtained from the Town of Windermere's web site at www.town.windermere.fl.us. All questions pertaining to this Request for Qualifications (RFQ) should be directed, in writing, to Robert Smith, Town Manager, 614 Main St. Windermere, FL 34786, by facsimile (407) 876-0103, or by email rsmith@town.windermere.fl.us. Any addenda to this RFQ shall be made on the Town web site. It is the sole responsibility of those submitting an RFQ to check the web site for addendums. These questions are due by 5pm EST June 12, 2019. Final addenda will be posted by 5pm EST June 14, 2019.

Proposers must submit one (1) original response unbound marked "Original", three (3) bound copies marked "Copies", and one (1) electronic copy (CD; PDF Format) of the submittal in a sealed envelope clearly marked on the outside with the Proposers name and "RFQ 2019-03 Construction Manager at Risk Town of Windermere Town Facilities." addressed and delivered to:

**Att: Robert Smith, Town Manager
614 Main Street
Windermere, FL 34786**

All qualifications must be received by Robert Smith before 5:00pm EST June 21, 2019. Any qualifications received after this date and time will be automatically rejected. Materials may be delivered by Certified Mail, Return Receipt, hand delivered or couriered. Faxed or emailed proposals will be automatically rejected. Hand delivered qualification documents may request a receipt. If sent by mail or courier, the above mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated above. Proposers should be aware that certain "express mail" services will have to meet the required time frame of submittal or be deemed automatically rejected. It is the sole responsibility of the Proposer to ensure their proposal is received in a timely manner.

The Town of Windermere 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 Town of Windermere.

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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 work may not be expressly mentioned in these specifications. It is the responsibility of the proposing company to include in their proposal all pertinent information in accordance with the objectives of the Town.

3. Calendar of Events

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

Request for Qualifications Advertised	May 22, 2019
Pre -Submittal Meeting (non-mandatory)	June 5, 2019
Technical Questions Due to the Town (written)	June 12, 2019
Responses to Questions Due from the Town	June 14, 2019
Proposals Due to the Town	June 21, 2019
Short List Presentations (optional) or Discussions with top-three ranked Proposers	June-July
Contract Negotiated with Town	June-July
Board Approval of Qualified Vendor	August 13, 2019

- The Town reserves the right to alter scheduled dates if necessary

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4. Instructions to Respondents

4.01 Description

Architect Design Group in collaboration with the Town has developed a conceptual master plan and space utilization needs in the form of a draft program totaling 11,057 SF, for Town Administration, Police Department, Public Works Building and Connector Entry and Community Room.

The work will consist of a new Town Administration Building of approximately 2,808 SF, a Police Department Building of approximately 4,520 SF, a Connector Entry and Community Room of approximately 1,175 SF and Public Works Facility Building of approximately 2,554 SF. Site work encompasses surface parking, utilities, stormwater and site security on an overall 1.55 acre site.

The Town will operate out of portables located on the corner of 5th and Forest Street during construction. The Overall budget for the project is \$5.2 million. The project budget includes all costs and expenditures necessary to design, permit, administer and construct all of the improvements referenced above and provide new furnishings, fixtures and equipment. The estimate construction cost budget available for the demolition of the existing facilities and the construction of the improvements in totality, is approximately \$4,484,654.

4.02 Copies of Responding Documents

Only complete sets of Responding Documents will be issued and shall be used in preparing responses. The Town does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

4.03 Disqualification of Respondents

- A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a response to this invitation must execute the enclosed NON-COLLUSION AFFIDVIT. 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

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- 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 Respondent 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 Town Council Member or any Town staff authorized to act on behalf of the Council 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 Council if requested, and protest hearings.

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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.

4.04 EXAMINATION OF RFQ DOCUMENTS

Each Respondent shall carefully examine the RFQ and other contract 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 work to be performed under the contract. Ignorance on the part of the Respondent in no way relieves the Respondent of the obligations and responsibilities assumed under the contract.

Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or be in doubt as to their meaning, Respondent shall notify the Town Manager in writing prior to the Response Question Due Date.

4.05 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any potential Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received on or before June 12, 2019 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. Each respondent 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 Respondents to verify all addenda prior to submitting a response to the RFQ.

4.06 GOVERNING LAWS AND REGULATIONS

The Respondent 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 work including grant award terms for all grants to which a respondent may apply on behalf of the Town.

4.07 SIGNATURE OF RESPONDENT

The Respondent must sign the response forms in the space provided for the signature. If the Respondent 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

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Respondent shall state in the response the name and address of each person interested therein.

4.08 COST OF PROPOSAL

The Town of Windermere 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 firm or team of firms.

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5. Scope of Services

PROJECT SCOPE

5.01.1 Services will include the following to the extent approved by the Town Council and/or Town Manager

- Provide complete Construction Manager at Risk Services with a Guaranteed Maximum Price.
- Participate in design phase services to include providing input regarding constructability of design.
- Provide cost estimation and cost control services
- Provide schedule development, management and control
- Conduct constructability review of the design documents and provide value engineering analysis.
- Conduct site investigation and analysis
- Conduct bid award phase services
- Construction of new Town Facilities listed above.

5.01.2 Contract End Times

- The selected CMAR will be required to work closely with the Town Staff and the project's selected architectural and engineering team. The CMAR must be cognizant of the strict budget for this project and understand that it is the Town's mandate to construct the project within the limits of available funding.

5.01.3 Project Duration Schedule

- Design and Permitting – 10-12 Months
- Procurement & Preconstruction -4 months
- Construction -12 Months

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6. Qualification/Experience requirements:

The Respondent must submit qualification/experience.

6.01 Respondents must demonstrate the following:

- The firm must be established as a legal entity, be licensed in the State of Florida, and the principals of the firm must have performed continuous Construction Management Services for a minimum of five (5) years.
- Respondent must be a qualified Engineer who has experience in projects specifically in the development Municipal Office Construction and Estimating.
- Capability of the proposer to deliver the proposed services, as demonstrated on recent projects (either completed or underway) of similar project type, size, scope, and complexity for other municipalities within the State of Florida.
- Responses from a minimum of three references
- Describe your general approach and estimated time frame for the project.
- Provide information on any additional benefits of your team
- Must be able to provide a Florida Statute 255.05 bond.

6.02 The Supervision and Personnel

Respondent must demonstrate how the operation will be supervised and what current quality controls policies would be in place for the service. Please identify the individual who, from project start to finish, will be the leader of your design team and the principal point of contact between your firm and the Town, the Engineer, and other consultants. This individual's competence, his/her leadership, and his/her/her ability to achieve customer satisfaction will be heavily considered in the selection of a Designer

6.03 Records

Respondent shall be required to maintain records in accordance with local, State, and Federal Public Records Retention Requirements.

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7. EVALUATION/PROPOSAL FORMAT

Qualification documents will be evaluated on the basis on qualifications provided in the response and during the presentation or interview process.

Proposals will be evaluated based on the information provided in the response. All Respondents who demonstrate previous success as described above and are not disqualified on some other basis outlined in this RFQ shall be approved as a qualified vendor. For qualification documents to be eligible, the format must be strictly followed. All qualification documents should be type written, bound 8 1/2 x 11 format, and should be properly identified by name of respondent and marked with "RFQ 2019-03 Construction Manager at Risk Town of Windermere Town Facilities " to facilitate effective evaluation by the Town, qualification documents shall be limited to 25 pages. MBE/WBE/DBE certificate(s), other appendix documentation, sectional dividers, and front and back covers will not be counted towards the total. A letter of interest or executive summary, not to exceed three (3) additional pages, may also be included in the proposal. Qualification documents that exceed this length will be considered non responsive and will not be evaluated. During this RFQ process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal.

Proposals must include the following tabbed sections:

1. Company or Personal Background
2. Experience
3. References
4. Service approach
5. Required Forms
 - a. Response Cover
 - b. Hold Harmless Agreement
 - c. Certificate of Insurance
 - d. Non Collusion Affidavit
 - e. Drug Free Workplace Form

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8. Indemnification and Insurance

8.01.1 Indemnification and Hold Harmless

The Respondent agrees to indemnify and hold the Town harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFQ. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees due to the negligent acts, error or omissions or Respondent employees and/or agents

In the event the completion of a project awarded pursuant to this RFQ (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the Town from any and all increased expenses resulting from such delay.

8.01.2 Insurance Requirements -- Respondent must provide a certificate of insurance with their response which shall include the following minimum insurance coverage:

- Worker's Compensation – Statutory
- Employer's Liability
 - Bodily injury- each accident, \$1,000,000
 - Disease – Policy limit, \$1,000,000
 - Disease – each employee, \$1,000,000
- Comprehensive General Liability (including premises-operations; independent contractor's protective; products and completed operations; and broad form property damage) and the aggregate limit shall be separately applicable to the Project:
 - Bodily Injury:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Annual Aggregate
 - Property Damage:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Annual Aggregate
 - Products and Completed Operations to be maintained for five (5) years after final payment
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Annual Aggregate

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- General Aggregate \$2,000,000
- Personal and Advertising Injury \$2,000,000
- Property Damage Liability Insurance shall include coverage for X, C and U hazards (Explosion - Collapse - Underground)

- Contractual Liability:
 - Bodily Injury: \$1,000,000 Each Occurrence
 - Property Damage:
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

- Personal Injury, with Employment Exclusion deleted
 - \$1,000,000 Annual Aggregate

- Comprehensive Automobile Liability:
 - Bodily Injury -- \$1,000,000 Each Occurrence and annual aggregate
 - Property Damage -- \$1,000,000 Each Occurrence

- Excess Liability:
 - Umbrella form
 - Combined for bodily injury, personal injury and property damage:
\$10,000,000 Each Occurrence
\$10,000,000 Aggregate

The selected Proposer will be required to carry Builders Risk insurance for the duration of the project.

Additional Insureds: The resulting contract will require the contractor and subcontractors to name the Town as an additional insured on all policies (including builders risk), except workers compensation, business automobile and professional liability. These policies will be primary and non-contributory. The additional insured endorsement(s) shall include coverage for completed operations.

Waiver of Subrogation: A waiver of subrogation in favor of the Town will be required by all the contractor's policies.

All insurance described above and all renewals shall be issued by companies acceptable to the Town with a rating of at least "A-VIII" (or its equivalent successor) or better in the current edition of Best's Insurance Reports (or its equivalent successor or, if there is no

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equivalent successor rating, otherwise acceptable to the Town) and be licensed to do and be doing business in Florida. Any insurance that is required to maintain under this Agreement must include a provision that requires the insurance carrier to give the Town not less than thirty days written notice prior to any cancellation or modification of such coverage.

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RESPONSE TO: **RFQ 2019-03 Construction Manager at Risk Town of Windermere Town Facilities.**
ROBERT SMITH, TOWN MANAGER
614 MAIN 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; (b) I am not a member or an employee of any taxing authority; and (c) I do not represent any property owner in an administrative or judicial review of property tax issues.

Signature of Respondent

Witness

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by (name of person making statement).

Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

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My Commission Expires _____

HOLD HARMLESS AGREEMENT

I _____ (Respondent) agrees to indemnify and hold the Town harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFQ. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions of Respondent or employees and/or agents of Respondent.

In the event the completion of a project awarded pursuant to this RFQ (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the Town from any and all increased expenses resulting from such delay.

Signature of Respondent

Witness

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by (name of person making statement).

Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires _____

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NON-COLLUSION AFFIDAVIT

I _____ (Respondent) of the firm of _____ (Respondent Firm Name) responded to the notice for calling for qualification for Auditing Services for the Town of Windermere. This proposal 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 Responder 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 Town of Windermere relies upon the truth of the statements contained in this affidavit in awarding contracts for said services.

Signature of Respondent

Witness

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by (name of person making statement).

Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires _____

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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 Respondent

Witness