

 <p>LAKE COUNTY FLORIDA REQUEST FOR QUOTATION</p>	<u>RFO No.</u>	09-0421	Page: 1 of 7
	<u>RFO Closes</u>	April 22, 2009 @ 3:00p.m.	Fax No.: 352-343-9473
	<u>Contracting Officer:</u>	Freddy Suarez	Phone No.: 352-343-9839
THIS IS NOT AN ORDER			
Terms and conditions governing this quotation are attached hereto. Insurance requirements, if applicable, are also hereto as part of this document.			

Roof Replacement for Environmental Services Administration Building

All prices submitted are to be on the form below in accordance with all terms and conditions set forth in this Request for Quotation. Prices quoted should be in unit of measure shown.

Quotations are hereby requested on a fixed basis to provide shingle roof replacement for the Lake County Environmental Services Administration Building in accordance with the specifications as set forth in this quotation request.

The award of this contract will be made to the low responsive, responsible vendor which offers a base price for the job listed in this solicitation.

Quotation responses shall be on this form and must be signed or they may be declared non-responsive.

Quotations must be received in the Office of Procurement Services by the time and date requested in the upper right corner of this document. Quotations may be faxed to (352) 343-9473 or mail to address below.

Office of Procurement Services Room 416
315 W. Main Street, Tavares, FL 32778

Prices shall be quoted F.O.B. Destination – inside delivery, freight included and shall be inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the price quoted.

For technical questions regarding the commodities/services listed in this quote or for information regarding quotation procedures, terms and conditions, contact Freddy Suarez at 352-343-9766 or by email at fsuarez@lakecountyfl.gov.

Specifications

Location:
Environmental Services Administration Building
13130 Astatula Landfill Road
Astatula, FL
Estimated Roof Area: 4,400 square foot

Shingle Roof Replacement: Fiberglass Asphalt Shingles PART 1 - GENERAL

1.0 General

1. Read and conform to the General Requirements Division which applies and forms part of the work.
2. The above square footages of the building roof areas are estimates and the contractor is responsible to make on site measurements to validate correct square footages for their response.

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1.1 Scope

1. Provide materials, labor, and equipment for the shingle replacement, as described herein, or as necessary to complete the work.
2. Work is to include, but not limited to: Removal of all existing shingles and other components to expose the wood sheathing.
3. Replacement of existing damaged or deteriorated wood sheathing (provide unit rate per 4 ft. X 8 ft. sheet.) Replacement sheathing to be as per specification of existing sheathing).
4. Provide deck fastening for the roof system to meet applicable building code requirements for the location of the building.
5. Replacement of existing damaged or deteriorated wood fascia (provide unit rate per lineal foot. Replacement fascia to be as per specification and color of existing fascia).
6. Replacement of existing damaged metal or vinyl fascia (provide unit rate per lineal foot). Replacement fascia to be as per specification and color of existing fascia).
7. Installation of underlayment to meet manufacturer's warranty requirements and applicable building codes for the location of the building.
8. Installation of new shingles, drip edge, plumbing vent collars, ridge / off ridge vents, and other accessories as per manufacturer's specifications and applicable building codes.
9. Installation of manufacturer's pre-made hip and ridge material. Hip and ridge rows will be run straight and shall be installed according to manufacturer's instructions.

1.2 Warranty

1. The contractor is to provide a **one (1) year** warranty on workmanship for the roof system and related work to include all materials and labor.
2. Defects will be made good promptly, within the warranty period and such defects will include, but not be restricted to, leakage, deformation, loosening, and splitting of roofing materials.
3. In addition to the above, provide manufacturer's standard warranty on the shingles.

PART 2 - PRODUCTS

2.1 Materials

1. **Sheathing:** grade and specifications to match existing sheathing type and thickness.
2. **Fascia:** grade and specifications to match existing type and thickness.
3. **Shingles:** Owens Corning Duration Premium shingles, architectural, Onyx Black, 50 year warranty.
4. **Underlayment:** As per manufacturer's recommendations and applicable building codes for the building location.
5. **Drip Edge:** New to match existing type, color and thickness.
6. **Plumbing Vent Collars, Ridge / Off Ridge Vents, and Other Accessories:** New to match existing type and specifications.

PART 3 - EXECUTION

3.1 Preparation

1. Provide at least **14** days notice to Lake County representative prior to exact start date.
2. Provide temporary protection to all areas of work during operations.
3. Provide barricades or safety tape as required below areas of work to ensure public safety



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3.2 Preliminary Work.

1. Maintain the roof watertight at all times during the work to protect the building interior.
2. Protect surrounding surfaces against damage from roofing work.

3.3 Installation

1. Install all products and materials in strict accordance with manufacturers' printed instructions.
2. Protect the building and install new work promptly after removal of existing roofing to minimize exposure to weather.

3.4 Final Repair and Clean-up

1. Thoroughly examine surrounding grounds for nails and debris. Sweep surrounding sodded areas with magnetic brooms to collect any remaining nails and screws.
2. Repair any areas of the site damaged as a result of the work.
3. Remove surplus material, equipment and debris from site. Leave site clean and tidy.

END OF SECTION - FIBERGLASS ASPHALT SHINGLES

Lake County contact for site visits will be:

Don Glessner, Facilities Maintenance Coordinator
Cell: (352) 267-9515

Line	Requirements	Qty. / Unit	Total Price
1.	Fiber Glass Asphalt Shingle Roof Replacement of Environmental Administration Services Administration Building. Total price is to include all permit fees	1 / JOB	_____

Please indicate time of completion after receipt of purchase order: _____ calendar days.

QUOTATION MUST BE SIGNED

By signature I acknowledge and agree to abide by all conditions contained in this quotation as well as any special instruction sheet(s) if applicable. Payment terms 30 Days from receipt of materials and/or services and receipt of a proper invoice; delivery FOB Destination – Inside Delivery.

Company Name: _____
(Please Print)

Signature: _____

Address: _____

Name / Title: _____
(Please Print)

FEIN No.: _____ - _____ Date: _____

PH: _____ FX: _____

Prompt payment discount: ____% if paid within ____ days.

Email: _____

INSURANCE REQUIREMENTS

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of

\$500,000 and annual aggregate of \$1,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____
Garage Keepers Liability at coverage value: \$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE
BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

REQUEST FOR QUOTATION TERMS AND CONDITIONS

1.1 DEFINITIONS

Addenda – A written change to a solicitation.
Contract – The agreement to perform the services set forth in this solicitation. The contract will be generally be comprised of the RFQ, vendor response, and purchase order resulting from the RFQ process.
Contractor – The vendor to which award is made.
County – shall refer to Lake County, Florida.
Modification – A written change to a contract.
Request for Quotation (RFQ): An informal solicitation generally used to secure competitive pricing for routine goods or services having a dollar value below the formal contracting threshold. 1
Responsible – Refers to a bidder that has the capacity and capability to perform the work required, and is otherwise eligible for award.
Responsive – Refers to a quotation that contains no exceptions or deviations from the terms and conditions set forth in solicitation.
Solicitation – The written document requesting either bids, proposals, quotations or other requested information from the marketplace
Vendor – a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that within its solicitations the words “shall”, “must”, or “will” are equivalent and indicate a mandatory requirement or condition, generally not waived by the County. The words “should” or “may” are considered equivalent and indicate desirable conditions, or requirements but are permissive in nature

1.2 INSTRUCTIONS TO VENDORS

A Vendor Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit quotations. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County may require that vendors provide evidence of compliance with the certain administrative requirements upon request.

B Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information/ Solicitation Addenda

1. Any communication or inquiries are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the response date.
2. The Office of Procurement Services may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The vendor should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. It is the vendor’s responsibility to ensure receipt of all addenda. Failure to acknowledge each addendum may prevent the vendor’s response from being considered for award.

D. Conflicts within the Solicitation

It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the solicitation response date.

E. Prompt Payment Terms

1. It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments Part VII, Chapter 218, Florida Statutes known as the Florida Prompt Payment Act.
2. The vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

1.3 PREPARATION OF QUOTATION RESPONSES

The Pricing Section of this solicitation states the goods or services to be purchased, and must be completed and submitted with the response. Use of any other form or alteration of the form may result in the rejection of the response. All responses must be legible using typewriter, computer or ink. All changes must be crossed out

and initialed in ink. Failure to comply with these requirements may cause the response to be rejected. An authorized agent of the bidder’s firm must sign the response. Failure to sign the response may lead to rejection of the response. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

1.4 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the County.

1.5 AWARD

Award may be made to the lowest priced responsive and responsible vendor. The County reserves the right to reject any and all responses, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low price or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County. The County reserves the right to reject any and all responses if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County’s best interest to do so. The County reserves the right to negotiate prices with the lowest priced vendor, provided that the scope of work is not amended.

Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the vendor’s site or hold a pre-award qualification hearing to determine the responsibility and capacity of the vendor to perform the requirements of this solicitation. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of any required documents. The vendor’s performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating vendor responsibility. Ties in pricing will generally be resolved by requested best and final pricing responses.

1.6 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the expressed or implied standard warranty period. .

1.7 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor’s guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. In no event shall be County be liable for payments in excess of the amount due for quantities of goods or services actually ordered from the vendor under any resulting contract

1.8 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit. In no case will the County be liable for billings in excess of the quantity of goods or services ordered from the vendor

1.9 RULES, REGULATIONS AND LICENSES

The vendor shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The vendor shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered by the vendor.

1.10 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the written consent of the County.

1.11 DELIVERY

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

REQUEST FOR QUOTATION TERMS AND CONDITIONS

<p>1.12 RESPONSIBILITY AS EMPLOYER The employee(s) of the vendor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor shall wear proper identification.</p> <p>1.13 COLLUSION Where two (2) or more related parties, as defined herein, each submit a response for the same contract, such responses may be presumed to be collusive unless full disclosure and adequate contrary evidence is provided in conjunction with the response. Related parties shall mean vendor or the principals thereof which have a direct or indirect ownership interest in another vendor for the same contract or in which a parent company or the principals thereof of one vendor have a direct or indirect ownership interest in another vendor for the same contract. Any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Responses found to be collusive shall be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive pricing may be terminated for default.</p> <p>1.14 FRAUD AND MISREPRESENTATION Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees</p> <p>1.15 ACCESS TO RECORDS The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to any contract resulting from this solicitation and upon request make them available to the County for three (3) years following expiration of the contract. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.</p> <p>1.16 PROPRIETARY/CONFIDENTIAL INFORMATION Vendors are hereby notified that all information submitted as part of, or in support of response will be available for public inspection in compliance with Chapter 119 of the Florida Statutes; the "Public Record Law." The vendor shall not submit any information in response to this solicitation, which the vendor considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the vendor unless such information is exempt or confidential under the Public Records Act.</p> <p>1.17 CONTRACTING WITH COUNTY EMPLOYEES Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the procurement representative designated herein prior to submittal of a response or application of any type to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.</p> <p>1.18 INCURRED EXPENSES This solicitation does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any vendor in preparing and submitting a response, or any cost or expense incurred by any vendor prior to the execution of a purchase order or contract agreement. The vendor also agrees that the County bears no responsibility for any vendor costs associated with any administrative or judicial proceedings resulting from this solicitation process.</p>	<p>1.19 COUNTY IS TAX-EXEMPT The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.</p> <p>1.20 GOVERNING LAWS The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. If a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.</p> <p>1.21 STATE REGISTRATION REQUIREMENTS Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (http://www.dos.state.fl.us).</p> <p>1.22 PRIME CONTRACTOR The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all sub-contractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.</p> <p>1.23 OTHER AGENCIES With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.</p> <p>1.24 NO CLAIM FOR DAMAGES No claim for damages or any claim other than for an extension of time shall be asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.</p> <p>1.25 TRUTH IN NEGOTIATION CERTIFICATE For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.</p>
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