



CITY OF TITUSVILLE, FLORIDA
INVITATION FOR PRICE QUOTE #11-PQ-104
GEOTECHNICAL SERVICES FOR INSPIRATION VILLAGE
1520 S. DE LEON AVENUE, TITUSVILLE, FL 32780
Due Date: 4:00 p.m., Monday, January 20, 2011

BIDDER INFORMATION

Company Name _____
Address _____
Address _____
City/Zip/State _____
Contact Person _____
Phone Number _____
Fax Number _____
FEIN/SS# _____
Signature _____
Title _____
Date of Quote _____
Delivery By _____

CITY OF TITUSVILLE

Contact Person Terrie Franklin
Dept/Div Neighborhood Services Department
Phone # 321-383-5779
Fax # 321-383-5614
Address 725 S. DeLeon Avenue
City/State/Zip Titusville, FL 32780
Technical Contact
Contact Person L.V. "Woody" Rice, PE, CFM
Dept/Div Engineering Services
Phone # 321-383-5823
Delivery by: As Needed
Ship: FOB TITUSVILLE

INSTRUCTIONS: Provide your best selling price in the unit price column for the item(s) you are quoting on. If bidding other than specified, indicate brand name and part number. Please read the terms and conditions listed below, complete the requested information and sign in the space provided above. If not bidding, please state "No Bid" and return this form. This is an Invitation for Price Quotes (IPQ) for services/commodities in accordance with the attached specifications. It is the intent and purpose of the City of Titusville that this IPQ promote competitive bidding for the commodities or services contemplated for purchase hereby. It shall be the bidder's responsibility to advise the Neighborhood Services Department (in writing) no later than three (3) days prior to quote opening of any language, requirements, etc. or any combination thereof, that inadvertently restricts or limits competition and the requirements stated in this IPQ to a single source.

THIS IS NOT AN ORDER		
Please quote on the following items. We will consider substitute orders. Bid price shall be stated in units requested and shall remain firm for 90 calendar days.		
ITEM NO.	DESCRIPTION	Total Best & Final Offer
1	Provide soil borings per technical specifications. See attached PDF concept plan for locations.	

RETURN BY DUE DATE ABOVE BY FAX OR MAIL TO CONTACT PERSON LISTED ABOVE
At the City of Titusville Neighborhood Services Department, P O Box 2806, Titusville, FL 32781-2806

TECHNICAL SPECIFICATIONS:

The site has eight lots, a stormwater tract, and an access road. Provide two borings (15 ft depth) within the ponds with percolation test. In the asphalt pavement provide 3 borings (6ft depth) at locations indicated. Provide ground water determination along with seasonal high water table. Provide recommendations on site preparation and minimum road design parameters. In addition, the architect has requested boring for structural needs for each home site based on a maximum 2-story residential unit.

The Site is currently cleared (the existing buildings were demolished) and there is direct access from Queen Street or DeLeon Avenue. The site is located just south of South Street, east of Barna Avenue, west of US-1 and north of Harrison Street in Titusville.

ANY ORDERS RESULTING FROM THIS QUOTATION WILL BE SUBJECT TO THE GENERAL
TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT

GENERAL TERMS AND CONDITIONS – READ CAREFULLY

Bidder: To Insure Acceptance of the Price Quote, Follow These Instructions:

Execution of Price Quote: Bid must contain a manual signature of an authorized representative in the space(s) provided.

Prices, Terms, and Payment. General: All prices must be firm for the delivery schedule quoted herein. Bids stipulating "price in effect at time of shipment" or other similar conditions will be considered not responsive to the price quote and will render your quote unacceptable.

F.O.B. Point. All prices shall be quoted F.O.B. (Free On Board) delivered to any City of Titusville department facility.

Discount. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the City of Titusville to make payment of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or receipt of correct invoice at the Finance Department, Accounting Division - Accounts Payable, whichever is later.

Invoicing and Payment: Cash discounts which provide for payment in less than 10 days from acceptance will not be considered. **Cash discounts for prompt payment will be used in determining low bid. Unless a cash discount for prompt payment is included as part of the bid, the suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70 of the Florida Statutes, upon submission of proper invoice(s) to:** Accounts Payable Division, City of Titusville, P.O. Box 2806, Titusville, Florida 32781-2806. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this price quote. All invoices must show the City of Titusville purchase order number and all pertinent data to be considered proper.

Taxes. The City of Titusville does not pay Federal Excise or State Sales Tax. Our Tax Exemption Number is 15-21-049817-54C and is also stipulated on all our purchase orders.

Political Subdivisions. Under Florida law, prices contained in "State Contracts" shall be made available to the City of Titusville. The City reserves the right to purchase any commodity from a State Purchase Contract if in the best interest of the City. Conversely, the City may disregard the State Contracts and purchase in alternate manners.

Condition and Packaging. It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model) at the time of bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

Safety Standards. Unless otherwise stipulated in the price quote, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act and any standards set forth there under.

Marking. Each individual container shall be marked with the brand name of the product, quantity, and the name and address of the manufacturer. Each shipping container shall be marked with the name of the vendor and must also clearly and indelibly indicate the City of Titusville Purchase Order Number in a conspicuous place.

Conflict of Interest: The award hereunder is subject to all applicable portions of Chapter 112, Florida Statutes; i.e., Public Officers and Employees General Provisions. All bidders must disclose with their price quote the name of any officer, director, or employee who is also an employee of the City of Titusville. Further, all bidders must disclose the name of any City of Titusville employee who owns, directly or indirectly, an interest in one or more of the bidder's firm(s) or any of its branches.

Awards: In the best interest of the City of Titusville, the City may opt to make award(s) by individual items, group of items, all or none, or a combination thereof with one or more suppliers. The City of Titusville may reject any or all price quotes or waive any informality or technicality in price quotes received.

Award Dispute Resolution: Pursuant to Florida Statutes, Chapter 120, a written notice of protest must be filed with the Purchasing & Contracting Division within 72 hours after posting of the bid tabulation or after receipt of notice by the City of intended award. The nature of protest must be followed within 10 days of filing by a formal written notice fully detailing all elements which promulgated the protest

Inspection, Acceptance, and Title: Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City of Titusville.

Legal Requirements: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) to be procured hereby shall be duly observed. Lack of knowledge by the bidder will in no way be cause for relief from responsibility and abidance. Failure to comply with all applicable legal requirements shall render your bid as non-responsive.

Equal Employment Opportunity: The successful bidder agrees that he will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national original, sex, age, physical handicaps, or other factors, except where such factor is a bonafide occupational qualification or is required by State and/or Federal law.

Liability: The vendor shall hold and save the City of Titusville, its officers, agents and employees harmless from liability of any kind in the performance or fulfilling the requirements of the purchase order which may result from this price quote.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

Evaluation of Price Quote Award:

The City reserves the right to award the bid to the lowest most responsive and responsible bidder who submits a bid meeting all specifications and whose bid is most advantageous to the City. The City further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms, discounts, and service reputation of the bidder, in determining the most advantageous bid. The City may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

Criteria for Award or Rejection of Price Quotes:

In determining responsibility, the following criteria (not prioritized), in addition to price, will be considered by the City:

- The ability, capacity, and skill of the bidder to perform the services required.
- Whether the bidder can perform or provide the requirements or provide the services promptly, or within the time specified, without delay or interferences.
- The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- The quality of performance of previous contracts, purchase orders or services rendered.
- Previous and existing compliance by the bidder with laws and ordinances relating to contracts, purchase orders or services.
- The sufficiency of the financial resources as they relate to the ability of the bidder to perform the contract, purchase order, or provide the service.
- The quality, availability, and adaptability of the supplies or services to the particular use required.
- The ability of the bidder to provide future maintenance and service for the use of the subject matter if required by the price quote specifications.

- Whether the bidder is in arrears to the City on a debt or is a defaulter on surety to the City or, whether the bidders' taxes or assessments are delinquent.
- Such other additional criteria as may be developed for a specific price quote.

Alternatives/Substitutions to Specifications:

Any alternatives or substitutions to the attached specifications must be clearly delineated, properly marked and submitted with the bid (use separate sheets of paper and make them part of the price quote if necessary.)

Period of Offer Validity:

Prices quoted in the bid must remain valid for a period of **ninety (90) days** from the date of the bid opening.

Bid Tabulation

Bidders may request copies of the bid tabulation documents in person or by enclosing a stamped, self-addressed envelope with the price quote.

Failure to Execute Purchase Order:

Failure of the successful bidder to accept the purchase order as specified may be cause for cancellation of the award. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid was made; or the City may reject all the bids and rebid. Contractors who default are subject to suspension and/or removal from the approved vendor's list.

Discounts:

Bidders may offer a cash discount for prompt payments. Discounts will be computed from the date of satisfactory delivery at place of acceptance and/or from receipt of correct invoice at the office specified, whichever is later. Bidders are encouraged to reflect cash discounts in the unit prices bid

**LOCAL PREFERENCE POLICY
(Ordinance No. 6-1994)**

The City of Titusville grants preference to those vendors, contractors or service providers whose primary business location is within the physical City limits of Titusville or Brevard County boundaries. A 3% preference is given to City vendors/contractors, and County vendors/contractors receive a 1% preference on bids that do not exceed \$1,000,000. Preference consideration will be applied to this bid proposal. Local business shall be defined in accordance with said ordinance that is available for review in the City Clerk or Corporate Services Director's office and will be provided if requested for the cost of copying.

DISQUALIFICATION OF BIDDER

The City may disqualify your firm from future bidding unless any and all outstanding debts due the City of Titusville are paid.

STATEMENT OF BIDDER'S QUALIFICATIONS AND CERTIFICATION CONCERNING ELIGIBILITY UNDER FEDERAL RULES, REGULATIONS OR LAWS

TO: CITY OF TITUSVILLE
TERRIE FRANKLIN, NEIGHBORHOOD SERVICES DIRECTOR
725 S. DE LEON AVENUE
TITUSVILLE, FLORIDA 32780

(To be submitted by the Bidder for Demolition Contracts one (1) day prior to submission of a bid to the City of Titusville and updated, at least, every twelve (12) months.)

THIS STATEMENT MUST BE NOTARIZED.

All questions must be answered in a complete, clear and comprehensive manner. Questions should be answered on separate attached sheets. Responses should be typed in 12 font. The Bidder/Contractor may submit any additional information he/she desires.

1. Legal name of Bidder/Contractor.
2. Permanent main office or business address.
3. When organized.
4. The undersigned is (circle one): Please provide copy
(a) A single proprietorship (c) A corporation organized in the state of
(b) A partnership (d) Other organization (describe)
Federal ID #: _____
5. The name, title and address of the owner, partners or officers of the undersigned.
6. The name and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state).
7. The name, address and trade classifications of all other building construction or demolition contractors in which the undersigned has a substantial interest are (if none, state so).
8. How many years have you been engaged in demolition under your present firm or trade name?
9. Background and experience of the principal members of your organization including the officers.
10. List major equipment you have available for this contract.

11. Have you ever failed to complete any work awarded to you? If so, where and why?
12. Have you ever defaulted on a contract? If so, where and why?
13. List the more important demolition contracts recently completed by you, stating approximate gross cost for each, and the month and year completed.
14. In the performance of the contract for the above identified project or bid number, certifies that:
 - (a) Neither he/she nor any firm, corporation, partnership or association, in which he/she has a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3 (a) of the Davis Bacon Act, as amended (40 USC 276a2 (a)).
 - (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.
15. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Titusville in verification of the recitals comprising this Statement of Bidder's Qualifications and Certifications Concerning Eligibility Under Federal Rules, Regulations or Laws.

Dated this _____ day of _____, 2009.

By _____
(Name of Bidder)
Title _____

State of _____) as
County of _____) as

_____ being duly sworn, deposes and says that he/she is

_____ of _____ (Name of Company)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2009.

Notary Public

My commission expires: _____

WARNING

U.S. Criminal Code, Section 1010, Title 18, USC, provides in part: "Whoever,...makes, passes, utters, or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**SWORN STATEMENT PURSUANT TO SECTION 287.33(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with City of Titusville, Bid or Proposal No.____ for

2. This sworn statement is submitted by _____
[individual's name and title]

for _____
[name of entity submitting sworn statement]

whose business address is _____

_____ and (if applicable) its Federal Employer

Identification Number (FEIN) is _____.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:_____.)

3. I understand that a "public entity crime" as defined in Paragraph 287.133 (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under laws of any state of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

- _____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting the sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliated of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Sworn to and subscribed before me this _____ day of _____, 2009.

Personally known _____

Or Produced identification

Notary Public - State of _____

(Type of identification)

My commission expires _____

(Printed typed or stamped
commissioned named of notary public)

SUPPLEMENTAL FEDERAL PROVISIONS

Accident Prevention

Non-Collusion Affidavit of Prime Bidder

Certification of Non-Segregated Facilities

Section 3 Clause

Compliance with Air and Water Acts

Interest of Certain Federal and other Officials

Purchase Orders, Contracts and Subcontracts of \$10,000 and Over

ACCIDENT PREVENTION

- a. No laborer or mechanic employed in the performance of this Contract shall be required

to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

- b. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws.
- c. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
- d. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
County of _____)ss.

_____, being first duly sworn, deposes and says that:

1. He/She is _____ of _____, the Bidder that has submitted the attached bid:
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid:
3. Such bid is genuine and is not a collusive or sham bid:
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element through any advantage against the City of Titusville or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED _____ **TITLE** _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____ who is personally known to me ()/who has produced _____ identification (), and who did/did not take an oath that they/he/she is/are owner(s) of the above said company.

Subscribed and sworn to before me this _____ day of _____, 2009.

Signed _____
Notary Public My Commission Expires _____

CERTIFICATION OF NON -SEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for is employees any segregated facilities at any of his establishments, and that he/she does not permit his employees to perform their services at any location, under his control where segregated facilities at any of his establishments, and that he/she will not permit his employees to perform their services at any location under his control where segregated facilities are maintained.

NOTE: **The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.**

DATE: _____ 2009

CONTRACTOR/SUBCONTRACTOR'S CO.

Official address (including Zip Code)

BY: _____

TITLE

SECTION 3 CLAUSE

- a. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in the area of the project.
- b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued to hereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- c. The Contractor will send to each labor organization or representative of workers with which he/she has a collective bargain-agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Contractor will include this Section clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 35. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or Contract through which Federal assistance is provided, and to such sanctions are specified by 24 CFR Part 135.

COMPLIANCE WITH AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C 1857 et seq., The Federal Water Pollution Control Act, as amended, 33 U.S.C 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part, as amended from time to time, the Contractor agrees that:

1. Any facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed in the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. He/She will comply with all requirements of Section 114 of the Clean Air Act, as amended (42 USD 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended (3 USC 1251), relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. He/She will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. He/She will include or cause to be included the provision of paragraph 1 through 4 of this section in every non-exempt subcontract and that he/she will take such action as the Government may direct as a means of enforcing such provisions.

INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

- a. No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from same; provided, that the foregoing provision of this Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
- b. No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the project is located, and not other public official of such locality or localities who exercise any functions or responsibilities in connection with the project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contractor will include the provisions of paragraphs "a" and "b" in every subcontract so that such provisions will be binding upon each Subcontractor.

**ATTACHED TO ALL PURCHASE ORDERS, CONTRACTS, AND
SUBCONTRACTS OF \$10,000.00 AND OVER**

(SECTION 202, EXECUTIVE ORDER 11246)
(As amended by Executive Order 11375)

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to the race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provision of Paragraphs 1 and 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. 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 employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

(Company)

BY: _____
(Signature)