

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: 23-909-027-08-GC-A

CONTRACTOR NAME: CII Contracting

GEOGRAPHIC REGION: 08 - North Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours for Owner Funded Projects: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for Owner Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With
Administrative Fees:

1	.	2	2	4	4
---	---	---	---	---	---

(Specify to four decimal places)

2. Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With
Administrative Fees:

1	.	2	3	4	4
---	---	---	---	---	---

(Specify to four decimal places)

3. Normal Working Hours for Federally Funded Projects: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With
Administrative Fees:

1	.	2	3	4	4
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(Specify to four decimal places)

4. Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With
Administrative Fees:

1	.	2	3	4	4
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Section Three: Bid Submission and Required Forms | Bid Pricing Forms

(Specify to four decimal places)

5. Non-Pre-Priced Adjustment Factor: To be applied to work deemed not to be included in the CTC but within the general scope of the work.

5.A Adjustment Factor With
Administrative Fees:

1	.	2	9	9	9
---	---	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)

1	.	2	3	5	7	
---	---	---	---	---	---	--

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.

PINELLAS COUNTY SCHOOLS RESERVES THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

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BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: 23-909-027-08-GC-A

CONTRACTOR NAME: CII Contracting

GEOGRAPHICAL REGION: 08 - North Suncoast Florida

The following formula has been developed for the sole purpose of evaluating Bids and awarding.

Each Bidder must complete the following calculation.

Line 1.	Adjustment Factor for Normal Working Hours for Owner Funded Projects: Line (1.A)	<u>1.2244</u>
Line 2.	Multiply Line 1 by .50	<u>0.6122</u>
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	<u>1.2344</u>
Line 4.	Multiply Line 3 by .20	<u>0.2468</u>
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	<u>1.2344</u>
Line 6.	Multiply Line 5 by .10	<u>0.1234</u>
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	<u>1.2344</u>
Line 8.	Multiply Line 7 by .10	<u>0.1234</u>
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	<u>1.2999</u>
Line 10.	Multiply Line 9 by .10	<u>0.1299</u>
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	<u>1.2357</u>

(Bid Form 2 Continued on The Next Page)

Section Three: Bid Submission and Required Forms | Bid Pricing Forms

Transfer the number on line 11 to the space provided for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

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BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: 23-909-027-08-GC-B

CONTRACTOR NAME: CII Contracting

GEOGRAPHIC REGION: 08 - North Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours for Owner Funded Projects: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for Owner Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With
Administrative Fees:

1	.	2	2	4	4
---	---	---	---	---	---

(Specify to four decimal places)

2. Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With
Administrative Fees:

1	.	2	3	4	4
---	---	---	---	---	---

(Specify to four decimal places)

3. Normal Working Hours for Federally Funded Projects: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With
Administrative Fees:

1	.	2	3	4	4
---	---	---	---	---	---

(Specify to four decimal places)

4. Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With
Administrative Fees:

1	.	2	3	4	4
---	---	---	---	---	---

Section Three: Bid Submission and Required Forms | Bid Pricing Forms

(Specify to four decimal places)

5. Non-Pre-Priced Adjustment Factor: To be applied to work deemed not to be included in the CTC but within the general scope of the work.

5.A Adjustment Factor With
Administrative Fees:

1	.	2	9	9	9
---	---	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)

1	.	2	3	5	7	
---	---	---	---	---	---	--

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.

PINELLAS COUNTY SCHOOLS RESERVES THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

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BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: 23-909-027-08-GC-B

CONTRACTOR NAME: CII Contracting

GEOGRAPHICAL REGION: 08 - North Suncoast Florida

The following formula has been developed for the sole purpose of evaluating Bids and awarding.

Each Bidder must complete the following calculation.

Line 1.	Adjustment Factor for Normal Working Hours for Owner Funded Projects: Line (1.A)	<u>1.2244</u>
Line 2.	Multiply Line 1 by .50	<u>0.6122</u>
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	<u>1.2344</u>
Line 4.	Multiply Line 3 by .20	<u>0.2468</u>
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	<u>1.2344</u>
Line 6.	Multiply Line 5 by .10	<u>0.1234</u>
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	<u>1.2344</u>
Line 8.	Multiply Line 7 by .10	<u>0.1234</u>
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	<u>1.2999</u>
Line 10.	Multiply Line 9 by .10	<u>0.1299</u>
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	<u>1.2357</u>

(Bid Form 2 Continued on The Next Page)

Section Three: Bid Submission and Required Forms | Bid Pricing Forms

Transfer the number on line 11 to the space provided for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

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BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: 23-909-027-08-GC-C

CONTRACTOR NAME: CII Contracting

GEOGRAPHIC REGION: 08 - North Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours for Owner Funded Projects: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for Owner Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With
Administrative Fees:

1	.	1	8	4	4
---	---	---	---	---	---

(Specify to four decimal places)

2. Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With
Administrative Fees:

1	.	2	1	4	4
---	---	---	---	---	---

(Specify to four decimal places)

3. Normal Working Hours for Federally Funded Projects: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With
Administrative Fees:

1	.	2	1	4	4
---	---	---	---	---	---

(Specify to four decimal places)

4. Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With
Administrative Fees:

1	.	2	1	4	4
---	---	---	---	---	---

Section Three: Bid Submission and Required Forms | Bid Pricing Forms

(Specify to four decimal places)

5. Non-Pre-Priced Adjustment Factor: To be applied to work deemed not to be included in the CTC but within the general scope of the work.

5.A Adjustment Factor With
Administrative Fees:

1	.	2	9	9	9
---	---	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)

1	.	2	0	7	8	
---	---	---	---	---	---	--

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.

PINELLAS COUNTY SCHOOLS RESERVES THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

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BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: 23-909-027-08-GC-B

CONTRACTOR NAME: CII Contracting

GEOGRAPHICAL REGION: 08 - North Suncoast Florida

The following formula has been developed for the sole purpose of evaluating Bids and awarding.

Each Bidder must complete the following calculation.

Line 1.	Adjustment Factor for Normal Working Hours for Owner Funded Projects: Line (1.A)	<u>1.1844</u>
Line 2.	Multiply Line 1 by .50	<u>0.5922</u>
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	<u>1.2144</u>
Line 4.	Multiply Line 3 by .20	<u>0.2429</u>
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	<u>1.2144</u>
Line 6.	Multiply Line 5 by .10	<u>0.1214</u>
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	<u>1.2144</u>
Line 8.	Multiply Line 7 by .10	<u>0.1214</u>
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	<u>1.2999</u>
Line 10.	Multiply Line 9 by .10	<u>0.1299</u>
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	<u>1.2078</u>

(Bid Form 2 Continued on The Next Page)

Section Three: Bid Submission and Required Forms | Bid Pricing Forms

Transfer the number on line 11 to the space provided for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

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BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: 23-909-027-08-GC-D

CONTRACTOR NAME: CII Contracting

GEOGRAPHIC REGION: 08 - North Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours for Owner Funded Projects: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for Owner Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With
Administrative Fees:

1	.	2	2	4	4
---	---	---	---	---	---

(Specify to four decimal places)

2. Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With
Administrative Fees:

1	.	2	3	4	4
---	---	---	---	---	---

(Specify to four decimal places)

3. Normal Working Hours for Federally Funded Projects: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With
Administrative Fees:

1	.	2	3	4	4
---	---	---	---	---	---

(Specify to four decimal places)

4. Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With
Administrative Fees:

1	.	2	3	4	4
---	---	---	---	---	---

Section Three: Bid Submission and Required Forms | Bid Pricing Forms

(Specify to four decimal places)

5. Non-Pre-Priced Adjustment Factor: To be applied to work deemed not to be included in the CTC but within the general scope of the work.

5.A Adjustment Factor With
Administrative Fees:

1	.	2	9	9	9
---	---	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)

1	.	2	3	5	7	
---	---	---	---	---	---	--

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.

PINELLAS COUNTY SCHOOLS RESERVES THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

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BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: 23-909-027-08-GC-D

CONTRACTOR NAME: CII Contracting

GEOGRAPHICAL REGION: 08 - North Suncoast Florida

The following formula has been developed for the sole purpose of evaluating Bids and awarding.

Each Bidder must complete the following calculation.

Line 1.	Adjustment Factor for Normal Working Hours for Owner Funded Projects: Line (1.A)	<u>1.2244</u>
Line 2.	Multiply Line 1 by .50	<u>0.6122</u>
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	<u>1.2344</u>
Line 4.	Multiply Line 3 by .20	<u>0.2468</u>
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	<u>1.2344</u>
Line 6.	Multiply Line 5 by .10	<u>0.1234</u>
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	<u>1.2344</u>
Line 8.	Multiply Line 7 by .10	<u>0.1234</u>
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	<u>1.2999</u>
Line 10.	Multiply Line 9 by .10	<u>0.1299</u>
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	<u>1.2357</u>

(Bid Form 2 Continued on The Next Page)

Section Three: Bid Submission and Required Forms | Bid Pricing Forms

Transfer the number on line 11 to the space provided for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

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BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: 23-909-027-08-GC-E

CONTRACTOR NAME: CII Contracting

GEOGRAPHIC REGION: 08 - North Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours for Owner Funded Projects: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for Owner Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With
Administrative Fees:

1		2	2	4	4
---	--	---	---	---	---

(Specify to four decimal places)

2. Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With
Administrative Fees:

1		2	3	4	4
---	--	---	---	---	---

(Specify to four decimal places)

3. Normal Working Hours for Federally Funded Projects: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With
Administrative Fees:

1		2	3	4	4
---	--	---	---	---	---

(Specify to four decimal places)

4. Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With
Administrative Fees:

1		2	3	4	4
---	--	---	---	---	---

Section Three: Bid Submission and Required Forms | Bid Pricing Forms

(Specify to four decimal places)

5. Non-Pre-Priced Adjustment Factor: To be applied to work deemed not to be included in the CTC but within the general scope of the work.

5.A Adjustment Factor With
Administrative Fees:

1	.	2	9	9	9
---	---	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)

1	.	2	3	5	7	
---	---	---	---	---	---	--

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.

PINELLAS COUNTY SCHOOLS RESERVES THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

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BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: 23-909-027-08-GC-E

CONTRACTOR NAME: CII Contracting

GEOGRAPHICAL REGION: 08 - North Suncoast Florida

The following formula has been developed for the sole purpose of evaluating Bids and awarding.

Each Bidder must complete the following calculation.

Line 1.	Adjustment Factor for Normal Working Hours for Owner Funded Projects: Line (1.A)	<u>1.2244</u>
Line 2.	Multiply Line 1 by .50	<u>0.6122</u>
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	<u>1.2344</u>
Line 4.	Multiply Line 3 by .20	<u>0.2468</u>
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	<u>1.2344</u>
Line 6.	Multiply Line 5 by .10	<u>0.1234</u>
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	<u>1.2344</u>
Line 8.	Multiply Line 7 by .10	<u>0.1234</u>
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	<u>1.2999</u>
Line 10.	Multiply Line 9 by .10	<u>0.1299</u>
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	<u>1.2357</u>

(Bid Form 2 Continued on The Next Page)

Section Three: Bid Submission and Required Forms | Bid Pricing Forms

Transfer the number on line 11 to the space provided for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

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BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: 23-909-027-08-GC-F

CONTRACTOR NAME: CII Contracting

GEOGRAPHIC REGION: 08 - North Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours for Owner Funded Projects: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for Owner Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With
Administrative Fees:

1	.	2	2	4	4
---	---	---	---	---	---

(Specify to four decimal places)

2. Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With
Administrative Fees:

1	.	2	3	4	4
---	---	---	---	---	---

(Specify to four decimal places)

3. Normal Working Hours for Federally Funded Projects: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With
Administrative Fees:

1	.	2	3	4	4
---	---	---	---	---	---

(Specify to four decimal places)

4. Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With
Administrative Fees:

1	.	2	3	4	4
---	---	---	---	---	---

Section Three: Bid Submission and Required Forms | Bid Pricing Forms

(Specify to four decimal places)

5. Non-Pre-Priced Adjustment Factor: To be applied to work deemed not to be included in the CTC but within the general scope of the work.

5.A Adjustment Factor With
Administrative Fees:

1	.	2	9	9	9
---	---	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)

1	.	2	3	5	7	
---	---	---	---	---	---	--

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.

PINELLAS COUNTY SCHOOLS RESERVES THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

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BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: 23-909-027-08-GC-F

CONTRACTOR NAME: CII Contracting

GEOGRAPHICAL REGION: 08 - North Suncoast Florida

The following formula has been developed for the sole purpose of evaluating Bids and awarding.

Each Bidder must complete the following calculation.

Line 1.	Adjustment Factor for Normal Working Hours for Owner Funded Projects: Line (1.A)	<u>1.2244</u>
Line 2.	Multiply Line 1 by .50	<u>0.6122</u>
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	<u>1.2344</u>
Line 4.	Multiply Line 3 by .20	<u>0.2468</u>
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	<u>1.2344</u>
Line 6.	Multiply Line 5 by .10	<u>0.1234</u>
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	<u>1.2344</u>
Line 8.	Multiply Line 7 by .10	<u>0.1234</u>
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	<u>1.2999</u>
Line 10.	Multiply Line 9 by .10	<u>0.1299</u>
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	<u>1.2357</u>

(Bid Form 2 Continued on The Next Page)

Section Three: Bid Submission and Required Forms | Bid Pricing Forms

Transfer the number on line 11 to the space provided for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

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BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: 23-909-027-08-GC-G

CONTRACTOR NAME: CII Contracting

GEOGRAPHIC REGION: 08 - North Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours for Owner Funded Projects: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for Owner Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With
Administrative Fees:

1	.	2	2	4	4
---	---	---	---	---	---

(Specify to four decimal places)

2. Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With
Administrative Fees:

1	.	2	3	4	4
---	---	---	---	---	---

(Specify to four decimal places)

3. Normal Working Hours for Federally Funded Projects: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With
Administrative Fees:

1	.	2	3	4	4
---	---	---	---	---	---

(Specify to four decimal places)

4. Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With
Administrative Fees:

1	.	2	3	4	4
---	---	---	---	---	---

Section Three: Bid Submission and Required Forms | Bid Pricing Forms

(Specify to four decimal places)

5. Non-Pre-Priced Adjustment Factor: To be applied to work deemed not to be included in the CTC but within the general scope of the work.

5.A Adjustment Factor With
Administrative Fees:

1	.	2	9	9	9
---	---	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)

1	.	2	3	5	7	
---	---	---	---	---	---	--

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.

PINELLAS COUNTY SCHOOLS RESERVES THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

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BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: 23-909-027-08-GC-G

CONTRACTOR NAME: CII Contracting

GEOGRAPHICAL REGION: 08 - North Suncoast Florida

The following formula has been developed for the sole purpose of evaluating Bids and awarding.

Each Bidder must complete the following calculation.

Line 1.	Adjustment Factor for Normal Working Hours for Owner Funded Projects: Line (1.A)	<u>1.2244</u>
Line 2.	Multiply Line 1 by .50	<u>0.6122</u>
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	<u>1.2344</u>
Line 4.	Multiply Line 3 by .20	<u>0.2468</u>
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	<u>1.2344</u>
Line 6.	Multiply Line 5 by .10	<u>0.1234</u>
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	<u>1.2344</u>
Line 8.	Multiply Line 7 by .10	<u>0.1234</u>
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	<u>1.2999</u>
Line 10.	Multiply Line 9 by .10	<u>0.1299</u>
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	<u>1.2357</u>

(Bid Form 2 Continued on The Next Page)

Section Three: Bid Submission and Required Forms | Bid Pricing Forms

Transfer the number on line 11 to the space provided for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

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BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: 23-909-027-08-GC-H

CONTRACTOR NAME: CII Contracting

GEOGRAPHIC REGION: 08 - North Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours for Owner Funded Projects: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for Owner Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With
Administrative Fees:

1		2	2	4	4
---	--	---	---	---	---

(Specify to four decimal places)

2. Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With
Administrative Fees:

1		2	3	4	4
---	--	---	---	---	---

(Specify to four decimal places)

3. Normal Working Hours for Federally Funded Projects: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With
Administrative Fees:

1		2	3	4	4
---	--	---	---	---	---

(Specify to four decimal places)

4. Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With
Administrative Fees:

1		2	3	4	4
---	--	---	---	---	---

Section Three: Bid Submission and Required Forms | Bid Pricing Forms

(Specify to four decimal places)

5. Non-Pre-Priced Adjustment Factor: To be applied to work deemed not to be included in the CTC but within the general scope of the work.

5.A Adjustment Factor With
Administrative Fees:

1	.	2	9	9	9
---	---	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)

1	.	2	3	5	7	
---	---	---	---	---	---	--

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.

PINELLAS COUNTY SCHOOLS RESERVES THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

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BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: 23-909-027-08-GC-H

CONTRACTOR NAME: CII Contracting

GEOGRAPHICAL REGION: 08 - North Suncoast Florida

The following formula has been developed for the sole purpose of evaluating Bids and awarding.

Each Bidder must complete the following calculation.

Line 1.	Adjustment Factor for Normal Working Hours for Owner Funded Projects: Line (1.A)	<u>1.2244</u>
Line 2.	Multiply Line 1 by .50	<u>0.6122</u>
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	<u>1.2344</u>
Line 4.	Multiply Line 3 by .20	<u>0.2468</u>
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	<u>1.2344</u>
Line 6.	Multiply Line 5 by .10	<u>0.1234</u>
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	<u>1.2344</u>
Line 8.	Multiply Line 7 by .10	<u>0.1234</u>
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	<u>1.2999</u>
Line 10.	Multiply Line 9 by .10	<u>0.1299</u>
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	<u>1.2357</u>

(Bid Form 2 Continued on The Next Page)

Section Three: Bid Submission and Required Forms | Bid Pricing Forms

Transfer the number on line 11 to the space provided for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

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BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: 23-909-027-08-GC-I

CONTRACTOR NAME: CII Contracting

GEOGRAPHIC REGION: 08 - North Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours for Owner Funded Projects: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for Owner Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With
Administrative Fees:

1	.	2	2	4	4
---	---	---	---	---	---

(Specify to four decimal places)

2. Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With
Administrative Fees:

1	.	2	3	4	4
---	---	---	---	---	---

(Specify to four decimal places)

3. Normal Working Hours for Federally Funded Projects: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With
Administrative Fees:

1	.	2	3	4	4
---	---	---	---	---	---

(Specify to four decimal places)

4. Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With
Administrative Fees:

1	.	2	3	4	4
---	---	---	---	---	---

Section Three: Bid Submission and Required Forms | Bid Pricing Forms

(Specify to four decimal places)

5. Non-Pre-Priced Adjustment Factor: To be applied to work deemed not to be included in the CTC but within the general scope of the work.

5.A Adjustment Factor With
Administrative Fees:

1	.	2	9	9	9
---	---	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)

1	.	2	3	5	7	
---	---	---	---	---	---	--

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.

PINELLAS COUNTY SCHOOLS RESERVES THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

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BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: 23-909-027-08-GC-I

CONTRACTOR NAME: CII Contracting

GEOGRAPHICAL REGION: 08 - North Suncoast Florida

The following formula has been developed for the sole purpose of evaluating Bids and awarding.

Each Bidder must complete the following calculation.

Line 1.	Adjustment Factor for Normal Working Hours for Owner Funded Projects: Line (1.A)	<u>1.2244</u>
Line 2.	Multiply Line 1 by .50	<u>0.6122</u>
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	<u>1.2344</u>
Line 4.	Multiply Line 3 by .20	<u>0.2468</u>
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	<u>1.2344</u>
Line 6.	Multiply Line 5 by .10	<u>0.1234</u>
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	<u>1.2344</u>
Line 8.	Multiply Line 7 by .10	<u>0.1234</u>
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	<u>1.2999</u>
Line 10.	Multiply Line 9 by .10	<u>0.1299</u>
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	<u>1.2357</u>

(Bid Form 2 Continued on The Next Page)

Section Three: Bid Submission and Required Forms | Bid Pricing Forms

Transfer the number on line 11 to the space provided for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

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BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: 23-909-027-08-GC-J

CONTRACTOR NAME: CII Contracting

GEOGRAPHIC REGION: 08 - North Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours for Owner Funded Projects: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for Owner Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With
Administrative Fees:

1	.	2	2	4	4
---	---	---	---	---	---

(Specify to four decimal places)

2. Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With
Administrative Fees:

1	.	2	3	4	4
---	---	---	---	---	---

(Specify to four decimal places)

3. Normal Working Hours for Federally Funded Projects: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With
Administrative Fees:

1	.	2	3	4	4
---	---	---	---	---	---

(Specify to four decimal places)

4. Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With
Administrative Fees:

1	.	2	3	4	4
---	---	---	---	---	---

Section Three: Bid Submission and Required Forms | Bid Pricing Forms

(Specify to four decimal places)

5. Non-Pre-Priced Adjustment Factor: To be applied to work deemed not to be included in the CTC but within the general scope of the work.

5.A Adjustment Factor With
Administrative Fees:

1	.	2	9	9	9
---	---	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)

1	.	2	3	5	7	
---	---	---	---	---	---	--

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.

PINELLAS COUNTY SCHOOLS RESERVES THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

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BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: 23-909-027-08-GC-J

CONTRACTOR NAME: CII Contracting

GEOGRAPHICAL REGION: 08 - North Suncoast Florida

The following formula has been developed for the sole purpose of evaluating Bids and awarding.

Each Bidder must complete the following calculation.

Line 1.	Adjustment Factor for Normal Working Hours for Owner Funded Projects: Line (1.A)	<u>1.2244</u>
Line 2.	Multiply Line 1 by .50	<u>0.6122</u>
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	<u>1.2344</u>
Line 4.	Multiply Line 3 by .20	<u>0.2468</u>
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	<u>1.2344</u>
Line 6.	Multiply Line 5 by .10	<u>0.1234</u>
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	<u>1.2344</u>
Line 8.	Multiply Line 7 by .10	<u>0.1234</u>
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	<u>1.2999</u>
Line 10.	Multiply Line 9 by .10	<u>0.1299</u>
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	<u>1.2357</u>

(Bid Form 2 Continued on The Next Page)

Section Three: Bid Submission and Required Forms | Bid Pricing Forms

Transfer the number on line 11 to the space provided for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

(The rest of this page is intentionally left blank)

BID FORM 3: ADDENDUM ACKNOWLEDGEMENT FORM

ADDENDA ACKNOWLEDGMENT: The undersigned also acknowledges the receipt of the following Addenda:

<i>ADDENDUM NO.</i>	<u> 1 </u>	DATED	<u> 9/2/2022 </u>	<i>ADDENDUM NO.</i>	<u> </u>	DATED	<u> </u>
<i>ADDENDUM NO.</i>	<u> </u>	DATED	<u> </u>	<i>ADDENDUM NO.</i>	<u> </u>	DATED	<u> </u>
<i>ADDENDUM NO.</i>	<u> </u>	DATED	<u> </u>	<i>ADDENDUM NO.</i>	<u> </u>	DATED	<u> </u>
<i>ADDENDUM NO.</i>	<u> </u>	DATED	<u> </u>	<i>ADDENDUM NO.</i>	<u> </u>	DATED	<u> </u>

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DATE: September 2, 2022
TO: Prospective Proposers
FROM: Joe Benjamin, NIGP-CPP, CPPO, CPPB
Director of Purchasing
SUBJECT: ADDENDUM NO. 1, RFP NO. 23-909-027

NOTE: THIS ADDENDUM SHOULD BE SIGNED AS ACKNOWLEDGMENT OF ITS RECEIPT AND RETURNED WITH YOUR RESPONSE TO THE RFQ.

SIGNATURE

CII Contracting

COMPANY NAME

The following should be recognized as **Addendum No. 1** to the **RFP No. 23-909-027** for Job Order Contracting Services In the State of Florida dated **August 11, 2022**, and due **September 15, 2022**.

PLEASE NOTE THE FOLLOWING:

Header in Section 2, pages 1 -51, is wrong. The Header currently reads, Section Three: Bid Submission and Required Forms and should read, Section Two: Bid Submission and Required Forms.

THE FOLLOWING QUESTIONS AND ANSWERES ARE FOR INFORMATION PURCOSES ONLY:

1. Are Bid Bonds required to bid on this opportunity?
 - **Answer:** No, Bid Bonds are not required to bid on this opportunity?
2. Verify we are to submit a hard copy and flash drive for all the regions we pursue.
 - **Answer:** Yes, we need you to submit a hard copy and a flash drive containing electronic copies of your submission. All the information can be copied on one flash drive if you are able. Flash Drive must be labeled with Bid Number and Company Name.
3. There are 8 separate GC contract numbers in region 1. Do you need to submit on all the contracts in order to receive a possible award in the region? How will the awards be distributed?
 - **Answer:** Yes, you will need to submit bid forms 1 and 2 for all separate contract opportunities within the region(s) to be considered for award. Awards are based on the lowest, responsive, responsible bidder based on the Combined Adjustment Factor. No bidder will be awarded more than on same scope contract within a Geographic Region. In the event a bidder submits the lowest bid on more than one Solicitation,



Pinellas County Schools may determine which contract will be awarded based on the combination of bids resulting in the lowest overall cost.

4. Is there an opportunity to adjust our Adjustment Factors at any time during the entire 5 years (including renewals) or do we need to figure this risk into our Adjustment Factor?
 - **Answer:** The Adjustment Factors submitted with the Contractor's Proposal shall be used for the full term of the Contract. On the anniversary of this contract (i.e. January 1, 2023 and each January 1st thereafter during the term) a new Construction Task Catalog will be furnished to address the escalation or de-escalation of costs of materials and services.
5. Is there a historical data of the number of projects between certain dollar values that may be run through this contract to help set an appropriate adjustment factor based on anticipated project sizes?
 - **Answer:** We have applied an estimated value of this contract at approximately \$10,000,000 annually, excluding renewal options. This is only an estimate and the actual amount could vary up or down.
6. Are we allowed to reject invitations of certain project sizes to match our set Adjustment Factors or must we accept all invitations and submit price proposals?
 - **Answer:** Acceptance of invitations and submission of price proposals is a business decision for the contractor. Through this program contractors are not required to accept all invitations that may come forward.
7. There is an inconsistency with the bid opening Room - A308 or A318.
 - **Answer:** The Bid Opening Room is A308.
8. Is there a published attendance list from the recent virtual pre-bid and will notes from that meeting be provided?
 - **Answer:** There is not an attendance list available since the meeting was non-mandatory. The link to the meeting recording is:
<https://gordian.zoom.us/rec/share/o3MBaxYAWYORG4GjDNaYlaqxEnfg3bmjvakqiPGg5OUW923GEP80aWiu78yUor2J.PC1lpCfPZKIFUrRX>
9. In addition to the Trades listed in the Regional Tables for General Construction, Electrical Construction, Plumbing Construction, Asphalt Paving/Concrete Construction, Civil Construction will trades which are typically represented in the Gordian CTC for Roofing/Waterproofing and HVAC Construction be added to the list or are they assumed to be included under one of the trades listed and if so, which would they apply too?
 - **Answer:** Additional Trades will not be added to this solicitation. Complete Roofing/Waterproofing and HVAC construction is covered in all of the CTC's giving the ability for each trade awarded to use line items from those sections of the CTC to complete any scope of work. Major Roofing/Waterproofing and HVAC Construction would typically be covered through the General Construction Contracts for this solicitation.
10. Can you please explain this verbiage in greater detail, as it regards to proposal or purchase orders on this project? Is this to mean that if a purchase order of \$10,000 is issued under the



contract, the contractor is required to issue a \$750 payment to the Gordian Group? Please clarify.

“9. FEES

The Bidder must include an Administrative Fee in calculating the Proposer's Adjustment Factors. The Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price.

The Administrative Fee will be remitted by the Contractor to the designated Gordian contract administrator, within thirty (30) days of the submission of an invoice to a Participating Public Agency by Contractor. The Contractor will be assessed a one percent (1%) per month late fee for any Administrative Fees not paid by the due date set forth herein.”

- **Answer:** Yes, if a purchase order of \$10,000 is issued under the contract, the contractor is required to issue a \$750 payment to the Gordian Group. Bidders must include the administrative fee in their responding adjustment factors. This ensures the administrative fee is included in the final work order price. Once the project is completed Gordian then invoices the contractor for the administrative fee due.

NOTE: Any questions pertaining to this addendum should be submitted in writing to:

Joe Benjamin, NIGP-CPP, CPPO, CPPB at benjaminst@pcsb.org

**BID FORM 4: SWORN STATEMENT UNDER SECTION 287.133(3)(A),
FLORIDA STATUTES, PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. 23-909-027

2. This sworn statement is submitted by CII Contracting (Name of entity submitting sworn statement) whose business address is 147 2nd Ave. S., Suite 203, St. Petersburg, FL 33701

3. and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3072248. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

4. My name is Brendan Sterker and my relationship to the CII Contracting (please print name of individual signing) entity name above is President.

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

6. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

7. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. as 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 case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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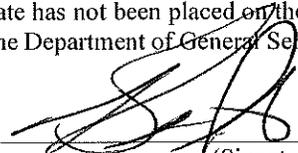
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with 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.

9. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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



(Signature)

Date: 9/14/2022

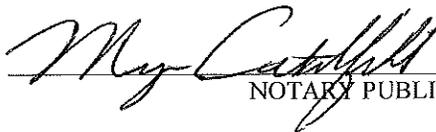
STATE OF Florida

COUNTY OF Pinellas

Brendan Sterker APPEARED IN PERSON BEFORE ME (the undersigned authority),
who is

personally known to me or provided the following identification _____, and affixed
his/her signature in

the space provided above on this 15th day of September, 20 22.


NOTARY PUBLIC



MORGAN CRUTCHFIELD
Commission # HH 131793
Expires May 21, 2025
Bonded Thru Budget Notary Service

My commission expires: _____

BID FORM 5: PINELLAS COUNTY DISTRICT SCHOOLS BID PROTEST PROCEDURE

Bidders who wishes to file a protest pertaining to a bid must file such notice in accordance with procedures prescribed by 120.57(3) FS enumerated below. For bids solicited by the purchasing department, the notice must be filed with the director of purchasing. For bids solicited by the facilities department, the notice must be filed with the director of facilities.

1. Any person who is adversely affected by the District decision or intended decision shall file with the Director of Purchasing a notice of protest in writing within 72 hours after the posting of the bid tabulation or after receipt of the notice of the District decision or intended decision and shall file a formal written protest within 10 days after filing the notice of protest. With respect to a protest of the specifications contained in an invitation to bid or in a request for proposals, the notice of protest shall be filed in writing within 72 hours after the receipt of notice of the project plans and specifications or intended project plans and specifications in an invitation to bid or request for proposals, and the formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.
2. Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to FS 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the Pinellas County School District in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order or U.S. currency will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the District all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.
3. Upon receipt of the formal written protest and protest bond which has been timely filed, the District shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final District action, unless the Superintendent sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
4.
 - a) The District shall provide an opportunity to resolve the protest by mutual agreement between the parties within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of a formal written protest.
 - b) If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of the formal written protest, and if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to 120.57(2) FS and applicable District rules before a person whose qualifications have been prescribed by rules of the District.
 - c) If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of the formal written protest, and if there is a disputed issue of material fact, the District shall refer the protest to the Division of Administrative Hearings for proceedings under 120.57(1) FS.
5. Upon receipt of a formal written protest referred pursuant to this subsection, the director of the Division of Administrative Hearings shall expedite the hearing and assign an administrative law judge who shall commence a hearing within 30 days after the receipt of the formal written protest by the division and enter a recommended order within 30 days after the hearing or within 30 days after receipt of the hearing transcript by the administrative law judge, whichever is later. Each party shall be allowed 10 days in which to submit written exceptions to the recommended order. A final order shall be entered by the District within 30 days of the entry of a recommended order. The provisions of this paragraph may be waived upon stipulation by all parties.
6. In a competitive-procurement protest, no submissions made after the bid or proposal opening amending or supplementing the bid or proposal shall be considered. Unless otherwise provided by statute, the burden of proof shall rest with the party protesting the proposed District action. In a competitive-procurement protest, other than a rejection of all bids, the administrative law judge shall conduct a de novo proceeding to determine whether the District's proposed action is contrary to the District's governing statutes, the District's rules or policies, or the bid or proposal specifications. The standard of

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proof for such proceedings shall be whether the proposed District action was clearly erroneous, contrary to competition, arbitrary, or capricious. In any bid-protest proceeding contesting an intended District action to reject all bids, the standard of review by an administrative law judge shall be whether the District's intended action is illegal, arbitrary, dishonest, or fraudulent.

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BID FORM 6: CERTIFICATE OF INSURANCE INCLUDING EVIDENCE OF WORKERS COMPENSATION COVERAGE

Insurance is required from all contractors who will be performing work. Please provide proof of insurance based on the requirements listed below.

The name of the insurance company(ies) listed on the Certificate of Insurance on file in the Risk Management Department shall be the same as it appears in **Best's Financial Strength Rating**. The insurance company named on the Certificate of Insurance shall have a rating of "A-V" or better as stated in **Best's Financial Strength Rating**.

1. GENERAL LIABILITY INSURANCE

The contractor shall provide the ISO Commercial General Liability Policy. The Owner shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the contractor or subcontractor providing such insurance.

The **Commercial General Liability Policy (CGL)** is a method of automatically providing a broad range of common coverage extensions to the CGL policy that firms often need and overlook. By having a CGL policy, it will reduce the overall cost of providing those other coverage's at a future date and allows for a wide distribution of those packaged coverage's.

The CGL policy shall provide coverage of at least the following items:

- a) **General Aggregate:**
 - i) **Premises Operation** which will include XCU coverage except when work does not include foundation, structural work, pressure fired vessels or materials or construction techniques which could explode.
 - ii) **Independent Contractor's Protective** which provides coverage for injury to others arising out of the independent contractors work. General Contractors may opt to provide this coverage in lieu of naming the School Board of Pinellas County as "Additional Insured".
 - iii) **Broad Contractual Liability** which is liability assumed by the insured under any contract agreement. This includes any oral or written contract or agreement relating to the conduct of the named insured's business. If excluded, exception for liability is assumed in an insured contract.

b) **Products and Completed Operations**

c) **Personal & Advertising Injury Liability**

The contractor shall obtain insurance which shall at least meet the following minimum limits:

For projects/contracts under \$500,000.00:

- \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate.

For projects/contracts \$500,000.00 and over:

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- \$5,000,000.00 per occurrence, \$5,000,000.00 general aggregate.

2. AUTOMOTIVE LIABILITY INSURANCE

The contractor shall obtain Business Coverage Automobile Insurance which shall protect the contractor from claims for damage for personal injury, bodily injury including accidental death, as well as claims for property damages which may arise from operations under this contract whether such operations are by himself or by anyone directly or indirectly employed by him. Coverage shall include owned, non-owned, hired and rented vehicles.

The contractor shall obtain insurance which shall at least meet the following minimum limits:

- \$300,000.00 Combined Single Limit
- \$100,000.00 Bodily Injury (per person), \$300,000.00 Bodily Injury (per accident)
- \$100,000.00 Property Damage

3. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this Contract, Workers' Compensation Insurance for all employees connected with the work of this Project and, in case any work is sublet, the contractor shall require the subcontractors similarly to provide Workers' Compensation Insurance as required by FS 440 for all the latter's employees unless such employees are covered by the protection of the contractor. The following limits shall be obtained:

The contractor shall obtain insurance which shall at least meet the following minimum limits:

- State Worker's Compensation: Statutory
- Employer's Liability: \$100,000.00 Each Accident
\$500,000.00 Disease, Policy Limit
\$100,000.00 Disease, Each Employee

(insuranc.dot) mar 1/1/1/1 (Rev 04/11)

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BID FORM 7: COMPANY PROFILE QUESTIONNAIRE

1. What is your company's official registered name?

Commercial Interiors, Inc. DBA CII Contracting

2. What is/are your corporate office location(s)?

147 2nd Ave. S., Suite 203
St. Petersburg, FL 33701

3. Please provide a brief history and description of your company, including experience providing similar products/services and the year it was established.

CII Contracting was established in 1991 and has provided commercial construction services in the State of Florida with a specialty in construction management for over 30 years. CII currently holds multiple JOC and Misc. Term Construction Contracts with both State and local government agencies.

4. Who is your competition in the marketplace?

State and national general contracting firms.

5. What is the total number and location of employees, and if applicable, sales persons, employed?

CII currently employs 7 people within our St Petersburg offices.

6. What is the number and location of support centers, if applicable, and location of corporate office?

CII Contractings corporate office is 147 2nd Ave. S., Suite 203, St. Petersburg, FL 33701. We have no additional satellite offices at this time.

7. What was your annual construction volume over last three (3) fiscal years?

Average yearly gross sales for the past 3 years is \$4,934,035

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8. Submit FEIN and Dunn & Bradstreet report.

FEIN # 59-3072248
DUNS # 026621248

9. What are your overall public sector sales, excluding Federal Government, for last three (3) years?

\$14,597,846

10. What is your strategy to increase market share in the public sector?

Expand service area and reach. Partner with public entities to grow network.

11. What differentiates your company from competitors in the public sector?

Focus on client service, highly experienced construction professionals that specialize in public sector only

12. Describe any green or environmental initiatives or policies.

Owner is accredited LEED AP BD+C

13. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?

Yes

No

a. If the answer is yes, do you plan to offer your program or partnership through this contract opportunity?

Yes

No

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14. **Provide a copy of any diversity certifications indicated above.**
15. **List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.**
CII partners with WMBE, SLBE and SDVOSB firms throughout the state. WMBE and SLBE firms can be certified through local municipalities or State of Florida, SDVOSB firms are accredited through VA.
16. **Describe any present or past litigation, bankruptcy or reorganization involving supplier.**
None
17. **Felony Conviction Notice: Indicate if the supplier**
a. is a publicly held corporation and this reporting requirement is not applicable;
 b. is not owned or operated by anyone who has been convicted of a felony; or
c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
18. **Describe any debarment or suspension actions taken against supplier**
None
19. **Provide your safety record, safety rating, EMR and worker's compensation rate where available.**
Zero project injuries over past 10 years, EMR 0.92
20. **Provide any additional necessary details as it relates to standard ordering methods and payment terms.**

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- 22. Provide your company's subcontracting plan, as described in the scope herein.**
CII Contracting will subcontract trade work with an emphasis on finding WMBE, SLBE and SDVOSB firms to partner with
- 23. If Supplier requires additional agreements with Participating Public Agencies, provide a copy of the proposal agreement herein.**

(The rest of this page is intentionally left blank)

BID FORM 8: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Omnia Partners to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

- a. Minority Women Business Enterprise
Respondent certifies that this firm is an MWBE Yes No
List certifying agency: _____
- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
Respondent certifies that this firm is a SBE or DBE Yes No
List certifying agency: Pinellas County
- c. Disabled Veterans Business Enterprise (DVBE)
Respondent certifies that this firm is an DVBE Yes No
List certifying agency: _____
- d. Historically Underutilized Businesses (HUB)
Respondent certifies that this firm is an HUB Yes No
List certifying agency: _____
- e. Historically Underutilized Business Zone Enterprise (HUBZone)
Respondent certifies that this firm is an HUBZone Yes No
List certifying agency: _____
- f. Other
Respondent certifies that this firm is a recognized diversity certificate holder Yes No
List certifying agency: _____

BID FORM 9: BONDING CAPACITY STATEMENT

Provide a letter from your bonding company setting forth your company's available bonding capacity and availability and confirming that, if required, your company could provide labor and material payment bonds and performance bonds for certain projects up to the bonding capacity.

(Insert bonding company statement here)

(The rest of this page is intentionally left blank)

BID FORM 10: MANAGEMENT PERSONNEL

Please provide contact information and resumes for the person(s) who will be responsible for the following areas. If not applicable, write 'Not Applicable'

Executive Contact

Contact Person: Brendan Sterker
Title: President
Company: CII Contracting
Address: 147 2nd Ave. S., Suite 203
City: St. Petersburg State: FL Zip: 33701
Phone: 813 872-6100 Fax: _____
Email: Brendan@ciicontracting.com

Marketing

Contact Person: Brendan Sterker
Title: President
Company: CII Contracting
Address: 147 2nd Ave. S., Suite 203
City: St Petersburg State: FL Zip: 33701
Phone: 813 872-6100 Fax: _____
Email: Brendan@ciicontracting.com

Account Manager / Sales Lead

Contact Person: NA
Title: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

Section Three: Bid Submission and Required Forms | Performance, Capability, Qualification and Experience Forms

Sales Support

Contact Person: NA

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Contract Management (if different than the Sales Lead)

Contact Person: NA

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Financial Reporting

Contact Person: Crystal Sterker

Title: Chief Financial Officer

Company: CII Contracting

Address: 147 2nd Ave. S., Suite 203

City: St. Petersburg State: FL Zip: 33701

Phone: 813 872-6100 Fax: _____

Email: crystal@ciicontracting.com

Section Three: Bid Submission and Required Forms | Performance, Capability, Qualification and Experience Forms

Billing & Reporting/Accounts Payable

Contact Person: Crystal Sterker

Title: Chief Financial Officer

Company: CII Contracting

Address: 147 2nd Ave. S., Suite 203

City: St. Petersburg State: FL Zip: 33701

Phone: 813 872-6100 Fax: _____

Email: crystal@ciicontracting.com

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Section Three: Bid Submission and Required Forms | Performance, Capability, Qualification and Experience Forms

BID FORM 11: REFERENCES AND EXPERIENCE QUESTIONNAIRE

Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the following information for each reference:

- a) Entity Name Hillsborough County Architectural Services
- b) Contact Name and Title Bill Hand - Architect, Capital Projects
handw@hillboroughcounty.org
- c) City and State Tampa, FL
- d) Phone Number 813 307-1034
- e) Years Serviced 8 yrs
- f) Description of Services RS Means based Misc. Construction Term Contract
- g) Annual Volume \$ 2,000,000

Questions:

1. Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:

Cooperative/GPO Name	Contract Number
Osceola County/City of St. Cloud	RFP-21-12325-TP
_____	_____
_____	_____
_____	_____
_____	_____

2. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.
3. Describe your company's past experience with Job Order Contracting estimating and include specific examples of other cooperatives and public agencies where you have performed these services. CII Contracting currently holds (4) Job Order Contracts based on Gordian and RS Means Cost Data. Current agencies holding JOC contracts include City of Plant City, City of Tampa, Pinellas County and Hillsborough County.

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BID FORM 11: REFERENCES AND EXPERIENCE QUESTIONNAIRE

Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the following information for each reference:

- a) Entity Name Pinellas County DAS
- b) Contact Name and Title Michelle Jurek - Procurement Analyst
mjurek@pinellascounty.org
- c) City and State Clearwater, FL
- d) Phone Number 727 464-4382
- e) Years Serviced 1 yr
- f) Description of Services Job Order Contracting Contract through Gordian
- g) Annual Volume \$4,000,000

Questions:

1. Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:

Cooperative/GPO Name	Contract Number
Osceola County/City of St. Cloud	RFP-21-12325-TP

2. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.
3. Describe your company's past experience with Job Order Contracting estimating and include specific examples of other cooperatives and public agencies where you have performed these services. CII Contracting currently holds (4) Job Order Contracts based on Gordian and RS Means Cost Data. Current agencies holding JOC contracts include City of Plant City, City of Tampa, Pinellas County and Hillsborough County.

BID FORM 12: VALUE ADD QUESTIONNAIRE

Bidder must agree to work in cooperation with Pinellas Public Schools and OMNIA Partners to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all current and potential Members. Bidder agrees to actively market in cooperation with Pinellas Public Schools and OMNIA Partners all available services to current and potential Members.

1. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable. If certifications and other documentation were already previously provided in above sections, there is no need to duplicate. See attached.

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

2. Acknowledge that your organization agrees to provide its company logo(s) to Pinellas Public Schools and OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledged and agreed.
3. Provide a detailed plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams, to include, but not limited to:
 - a. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days CII will implement the master contract and executive team will monitor and ensure implementation within first 10 days.
 - b. Training and education of Supplier's employees (and if applicable sales force) with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days CII will provide all employees a written handbook on program goals and participation requirements.
4. Provide a detailed plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies immediately upon award, that could include, but is not limited to:
 - a. Creation and distribution of a co-branded press release to trade publications
CII will create and co-brand a public release
 - b. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days CII will post master agreement on public website
 - c. Design, publication and distribution of co-branded marketing materials within first 90 days CII will actively market co-branded marketing materials

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- d. Commitment to attendance and participation with OMNIA Partners at regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement CII will commit to participate with OMNIA Partners for events within Master Agreement region
- e. Design and publication of regional advertising in trade publications throughout the term of the Master Agreement CII will actively advertise for Master Agreement
- f. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.) CII will maintain efforts throughout term of Master Agreement
- g. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
5. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements. Currently hold cooperative agreement between Osceola County/City of St. Cloud, CII will leverage similar methods
6. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well. Acknowledged and agreed
7. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
 - a. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - b. Best government pricing
 - c. No cost to participate
 - d. Non-exclusive
8. Confirm Supplier will train its sales force on the Master Agreement. At a minimum, sales training should include:
 - a. Key features of Master Agreement

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- b. Working knowledge of the solicitation process
 - c. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - d. Knowledge of benefits of the use of cooperative contracts
9. Describe in detail how Supplier's organization (and if applicable, sales force) is structured, including contact information for the highest-level executive in charge of the sales team.
 - a. Explain in detail how the sales teams will work with Gordian and the OMNIA Partners team to implement, grow and service the program. CII team will work directly with OMNIA Partners and Gordian Group to service the program
10. Explain in detail how Supplier will manage the overall program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc. CII will dedicate personnel ensure timely and effective efforts
11. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 5 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. See Bid Form 11
12. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions. CII implements cloud based project management software from project inception through final payment
13. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
 - a. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - b. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
 - c. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
 - d. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.
 - e. Detail Supplier's strategies under these options when responding to a solicitation.
14. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services

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including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

15. Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies.
16. If applicable, provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, total annual spend.

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BID FORM 13: AGREEMENT TO WORK IN ALL REGIONS OF THE STATE

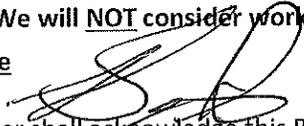
There are times that a Contractor may need to perform work for certain Members that have facilities in areas outside of the Geographic Region. By acknowledging your acceptance below, you are saying that you will consider performing work in such areas in the State or other States. The Contractor will use the awarded CTC and adjustment factor proposed. If a contractor holds multiple contracts when performing work outside an awarded area the contractor will use the contract that results in the lowest price for the Member. The Contractor will have the option to decline Projects outside of the Geographic Region.

Please circle your intention below:

Yes We agree to consider working in areas outside of the Geographic Region.

No We will NOT consider working outside of the Geographic Region.

Signature



The Bidder shall acknowledge this Bid by signing and completing the spaces provided below:

Name of Bidder: CII Contracting

City/State/Zip: St. Petersburg, FL 33701

Telephone No.: 813 872-6100

If a partnership, names and addresses of partners:

Notarized

Subscribed and sworn to before me this 15th day of September, 2022

Notary Public in and for the County of Pinellas

State of FL

My commission expires: _____



MORGAN CRUTCHFIELD
Commission # HH 131793
Expires May 21, 2025
Bonded thru Budget Notary Services

Signature: 

BID FORM 14: FEDERAL CERTIFICATIONS

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

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(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES BS Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES BS Initials of Authorized Representative of offeror

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(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES BS Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES BS Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES BS Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must

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comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES BS Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES BS Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES BS Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment,

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or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES BS Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES BS Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES BS Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES BS Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES BS Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Section Three: Bid Submission and Required Forms | Federal Funds Certifications and Forms

Does offeror agree? YES BS Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

CII Contracting

Address, City, State, and Zip Code:

147 2nd Ave. S., Suite 203, St. Petersburg, FL 33701

Phone Number: 813 872-6100

Fax Number: _____

Printed Name and Title of Authorized Representative : Brendan Sterker - President

Email Address:

Brendan@ciicontracting.com

Signature of Authorized Representative: 

Date: 9/15/22

BID FORM 15: FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

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b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract

Section Three: Bid Submission and Required Forms | FEMA Special Conditions

Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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, sexual orientation, gender identity, 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 their race, color, religion, sex, sexual orientation, gender identity, 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 places, 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, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it 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 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 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.

(7) In the event of the contractor's non-compliance 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) 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 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 may be directed by the Secretary of Labor 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, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "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 their 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 places, available to employees and applicants for employment, notices to be provided 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 considerations 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 has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, 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 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 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules,

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regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (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 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors

and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and SafetyStandards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs**

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Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
 - c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

 - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

 - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

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- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

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- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,

The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.
To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item

procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to

Section Three: Bid Submission and Required Forms | FEMA Special Conditions

any matter resulting from the contract.

- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name:

CII Contracting

Address, City, State, and Zip Code:

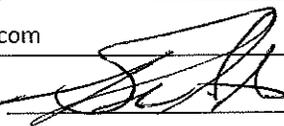
147 2nd Ave. S., Suite 203, St. Petersburg, FL 33701

Phone Number: 813 872-6100

Fax Number:

Printed Name and Title of Authorized Representative: Brendan Sterker - President

Email Address: brendan@ciicontracting.com

Signature of Authorized Representative: 

Date: 9/15/22

BID FORM 15: SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this bid.

Company Name: CII Contracting

Address: 147 2nd Ave. S., Suite 203

City/ State/ Zip: St. Petersburg, FL 33701

Telephone No: 813 872-6100

Fax No:

Email Address: Brendan@ciicontracting.com

Printed Name: Brendan Sterker

Position with Company: President

Authorized Signature 

The term of the Master Agreement will be three (3) years following the contract award date with the option to renew for two (2) additional one (1) year periods. The anticipated full term of the contract is five (5) years.

Pinellas County Schools Authorized Agent

Date

Print Name



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STERKER, BRENDAN SHEA

COMMERCIAL INTERIORS INC
147 2ND AVE S SUITE 203
ST. PETERSBURG FL 33701

LICENSE NUMBER: CGC1529577

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD

THIS CERTIFIES THAT **Brendan Shea Sterker**
DBA **COMMERCIAL INTERIORS INC**

STATE CERT # **I-CGC1529577**
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.

IN GOOD STANDING UNTIL **September 30, 2023**
DATE OF ISSUANCE **09/01/2022**

I-CGC1529577

Sterker, Brendan Shea
1205 14th St N
St Petersburg, FL 33701

*** Please cut out license along lines**

CITY OF ST. PETERSBURG, FLORIDA LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO.

DATE

92430

July 22, 2022

2023
EXPIRES 9/30/2023



BUSINESS:

COMMERCIAL INTERIORS INC

147 2ND AVE S 203
SAINT PETERSBURG FL 33701

23-00057670 DESCRIPTION OF OCCUPATION, PROFESSION, OR BUSINESS
CLASS A GENERAL CONTRACTOR

65.00

#ICGC059262

071422 65.00 0793132

TOTAL 0.00

0.00

0.00

0.00

MAIL:

COMMERCIAL INTERIORS INC
147 2ND AVE S #203

SAINT PETERSBURG FL 33701

Changes in business name, address, mailing name or address, as well as additions to the business activity, may require additional applications. Please contact this office before making changes or if the description on this receipt does not reflect your entire business activity. Additional activities may require additional taxes.

Failure to renew before the expiration date may result in penalty fees being assessed.

Display this receipt conspicuously at all times in the place of business. If there is no place of business, this receipt must be presented to any police officer or officer of the city upon their request.

Many business taxes are transferable from one owner to another, or one location to another. To transfer this receipt, contact our office for information and price, and fill in the following.

I, _____ hereby assign all my rights, title and interest in local business tax receipt # _____ to _____ (name of new owner) _____ (signature of previous owner)

This local business tax receipt does not allow the holder to violate any city law, ordinance or regulation. It is not an endorsement, approval or disapproval of the holder's skill or competence. This business tax receipt is not proof of the compliance or non-compliance of the holder with other laws, regulations or standards. In addition to obtaining this local business tax receipt, the holder shall be responsible for complying with all applicable laws, regulations and standards including but not limited to the City's Construction Services and Zoning Department requirements.

PINELLAS COUNTY
SMALL BUSINESS ENTERPRISE
PROGRAM

THIS CERTIFICATE IS AWARDED TO

Commercial Interiors, Inc.

HAS SUCCESSFULLY COMPLETED THE
SBE Certification Requirements for:

Construction
Certification Expires:
7/27/2025



Approved:
7/28/2022 SIGNED, Corey McCaster





Construction Estimating Institute
Florida Department of Transportation
Construction Management
Development Program



Certificate of Proficiency

Under the auspices of the Florida Department of Transportation by specific Authority 339.0805(5) implemented 339.0805(2) of the Florida Statutes, this Certificate is hereby conferred upon

Crystal Sterker

In Recognition of Having Successfully Completed the
Construction Management Development Program

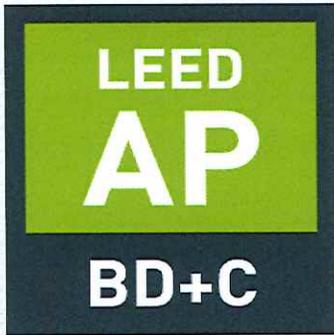
Awarded October 22, 2019

A handwritten signature in black ink, reading "Kif Vasquez".

President
Construction Estimating Institute

A handwritten signature in black ink, reading "A. H. E. Wright".

Manager, Equal Opportunity Office
Florida Department of Transportation



GREEN BUSINESS CERTIFICATION INC. CERTIFIES THAT

Brendan Sterker

HAS ATTAINED THE DESIGNATION OF

LEED AP[®] Building Design + Construction

by demonstrating the knowledge and understanding of green building practices and principles needed to support the use of the LEED[®] green building program.

10245409-AP-BD+C

CREDENTIAL ID

13 MAY 2011

ISSUED

10 MAY 2023

VALID THROUGH

A handwritten signature in black ink that reads 'Mahesh Ramanujam'.

MAHESH RAMANUJAM
PRESIDENT & CEO, U.S. GREEN BUILDING COUNCIL
PRESIDENT & CEO, GREEN BUSINESS CERTIFICATION INC.

Brendan Sterker

147 2nd Ave. S., Suite 203
St. Petersburg, FL 33701
813 872-6100 | Brendan@ciicontracting.com

President, CII Contracting

With over 20 years of construction experience, Mr. Sterker is charged with the overall responsibility for project delivery at CII Contracting. Brendan oversees all aspects of project bidding, execution and close-out. Mr. Sterker works closely with the CII team to ensure OSHA compliance, M/WBE/SLBE utilization, and sub-contractor qualification.

Brendan is tasked with planning, estimating, purchasing, subcontracting and cost control. With experience on project types including interior remodels, ground up new construction, site development, industrial, healthcare, retail, infrastructure, parks improvements and facilities maintenance, Brendan is familiar with a vast array of project types and work scopes.

Education

- University of Florida
- BS | 2002

Experience – CII Contracting 15 years

- Lifetime Fitness White Box – 71,165 sf, \$ 2,337,556
- Consolidated and Hardened Maintenance Facilities Site Development – 965,000 sf, \$ 2,013,757
- Palm Beach County Head Start Multi-site renovations/upgrades – 18,400 sf, \$ 274,535
- Hillsborough County Miscellaneous Term Contract Public Utilities Dept. – \$ 3,188,000

Relevant Skills

- Following client protocols for CM work scopes
- Facilitating end user autonomy
- Ensuring safety-first work sites
- Implementation of task orders

Licenses

Class A General Contractor CGC1529577



LEED AP Building Design + Construction



Crystal Sterker

147 2nd Ave. S., Suite 203
St. Petersburg, FL 33701
813 872-6100 | crystal@ciicontracting.com

CFO, CII Contracting

Ms. Sterker's admin background and familiarity with the Construction industry make her an asset as the manager of CII Contracting's Finances. Extremely well organized and detail oriented, Crystal oversees all aspects of CII's accounts payable/receivable, release of liens, bonding requirements, subcontractor qualifications, and insurance.

Education

- University of Florida
- BS | 2002, M.Ed | 2003

Experience – CII Contracting 12 years

- SR 50 Toll Plaza Modifications – 12,665 sf, \$ 177,175 – Office Support
- CHMF Site Development – 965,000 sf, \$ 2,025,457 – Office Support
- Animal Services Upgrades – 5,006 sf, \$ 106,808 – Office Support
- John F. Germany Library Interior Renovation – 18,096 sf, \$ 674,667 – Office Support

Relevant Skills

- Microsoft Office proficient
- Adobe suite proficient
- Quickbooks certified
- Organized and efficient
- Excellent communication skills

Licenses/Certifications

- Microsoft Certified Professional
- Prolog User Certified





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ARCW Insurance 9067 Belcher Road Pinellas Park FL 33782	CONTACT NAME: Libby Kader PHONE (A/C No. Ext): (727) 544-8841 E-MAIL ADDRESS: libby-kader@leavitt.com	FAX (A/C No): (727) 544-8842	
	INSURER(S) AFFORDING COVERAGE		
INSURED Commercial Interiors, Inc. 147 2nd Avenue S., Ste. 203 St. Petersburg FL 33701	INSURER A: Clear Blue Insurance Company		NAIC # 28860
	INSURER B: Frank Winston Crum Insurance Company		011600
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER: 21/22 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		BGFL00112395604	10/26/2021	10/26/2022	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 300,000	
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			BXFL0012395601	10/26/2021	12/26/2022	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE						\$ 1,000,000	
							AGGREGATE	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	FWFL0021996001	10/26/2021	10/26/2022	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
	E.L. EACH ACCIDENT						\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000	
	E.L. DISEASE - POLICY LIMIT						\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Brendan Sterker #CGC1529577

Certificate Holder is an additional insured with respects to general liability

CERTIFICATE HOLDER**CANCELLATION**

School Board of Pinellas
 301 Fourth Street SW
 Largo, FL 33770

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Go Xayasone/LIKADE

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ACORD 25 (2014/01)

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INS025 (201401)



NHC

NIELSON, WOJTOWICZ, NEU & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY



September 15, 2022

School Board of Pinellas County Florida
301 Fourth St. N.W.
Largo FL 33770

RE: Commercial Interiors, Inc.

To Whom It May Concern:

This is to advise you that our office has provides bid, performance, and payment bonds for Commercial Interiors, Inc. since 2007. In 2020, there surety is The Ohio Casualty Insurance Company, which carries an A.M. Best Rating of A XV and it is listed in the Department of Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request The Ohio Casualty Insurance Company should be in a position to provide Commercial Interiors, Inc. Performance and Payment Bonds for single projects in the amount of \$7,000,000 and aggregate support in the amount of \$24,000,000. We reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client. We do not assume liability to any third party, including yourselves, if we do execute said bonds.

Commercial Interiors. is an excellent contractor and we hold them in highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Kevin R. Wojtowicz
Surety Specialist and Licensed Agent