

Pinellas County Schools

Contract Numbers:

Region 7: 23-909-027-07-GC-A

Region 8: 23-909-027-08-GC-A

Region 10: 23-909-027-10-GC-A

for

Job Order Contracting Services in the State of Florida

With

Harbour Construction Inc.

Effective: January 1, 2023

The following documents comprise the executed contract between the Pinellas County Schools (PCS) and [Harbour Construction Inc.](#), effective January 1, 2023:

- I. Notice of Award Letter, signed by PCS serving as the execution document
- II. Invitation to Bid (ITB) with Terms and Conditions
- III. Contractor's Response to the ITB with Contractor's Signature

I. Notice of Award Letter, signed by PCS serving as the execution document

- Dollar amounts indicated in the award documents are only estimates applicable to PCS and not Participating Public Agencies. Per page 17 of the ITB, item 8. CONTRACT VALUE, contract values are only estimates and the actual amount could vary up or down.



Vision:
100% Student Success

Mission:
"Educate and prepare each
student for college, career
and life."

Ref: Notice of Award
ITB No. 23-909-027
Job Order Contracting - State of Florida

Greetings,

The School Board of Pinellas County met on December 13, 2022 and approved the award of regional Job Order Contracting contracts per the attached tabulation.

Information is forthcoming on two kickoff meetings being conducted jointly by Pinellas County Schools Purchasing Dept., Omnia Partners, and the Gordian Group.

Thank you for your bid and we look forward to a successful JOC program.

Sincerely,

Joe Benjamin, NIGP-CPP, CPPO, CPPB
Director of Purchasing

ADMINISTRATION BUILDING

301 Fourth St. SW
P.O. Box 2942
Largo, FL 33779-2942
Ph. (727) 588-6000

**SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA**

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Laura Hine

Superintendent
Kevin K. Hendrick

Region 1 - FL	23-909-027-01-GC	
General Construction	Bidder	Amount
23-909-027-01-GC-A	FHP Tectonics Corp.	\$ 10,000,000.00
23-909-027-01-GC-B	Advanced Roofing, Inc.	\$ 10,000,000.00
23-909-027-01-GC-C	Johnson Laux Construction, LLC	\$ 10,000,000.00
23-909-027-01-GC-D	LEE Construction Group, Inc	\$ 10,000,000.00
23-909-027-01-GC-E	Southern Standard Construction, LLC	\$ 10,000,000.00

Region 2 - FL	23-909-027-02-GC	
General Construction	Bidder	Amount
23-909-027-02-GC-A	FHP Tectonics Corp.	\$ 10,000,000.00
23-909-027-02-GC-B	Advanced Roofing, Inc.	\$ 10,000,000.00
23-909-027-02-GC-C	Johnson Laux Construction, LLC	\$ 10,000,000.00
23-909-027-02-GC-D	LEE Construction Group, Inc	\$ 10,000,000.00
23-909-027-02-GC-E	Southern Standard Construction, LLC	\$ 10,000,000.00

Region 3 - FL	23-909-027-03-GC	
General Construction	Bidder	Amount
23-909-027-03-GC-A	FHP Tectonics Corp.	\$ 10,000,000.00
23-909-027-03-GC-B	Advanced Roofing, Inc.	\$ 10,000,000.00
23-909-027-03-GC-C	Johnson Laux Construction, LLC	\$ 10,000,000.00
23-909-027-03-GC-D	LEE Construction Group, Inc	\$ 10,000,000.00
23-909-027-03-GC-E	Southern Standard Construction, LLC	\$ 10,000,000.00

Region 4 - FL	23-909-027-04-GC	
General Construction	Bidder	Amount
23-909-027-04-GC-A	FHP Tectonics Corp.	\$ 10,000,000.00
23-909-027-04-GC-B	Advanced Roofing, Inc.	\$ 10,000,000.00
23-909-027-04-GC-C	Johnson Laux Construction, LLC	\$ 10,000,000.00
23-909-027-04-GC-D	LEE Construction Group, Inc	\$ 10,000,000.00
23-909-027-04-GC-E	Southern Standard Construction, LLC	\$ 10,000,000.00

Region 5 - FL	23-909-027-05-GC	
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General Construction	Bidder	Amount
23-909-027-05-GC-A	FHP Tectonics Corp.	\$ 10,000,000.00
23-909-027-05-GC-B	Advanced Roofing, Inc	\$ 10,000,000.00
23-909-027-05-GC-C	Johnson Laux Construction, LLC	\$ 10,000,000.00
23-909-027-05-GC-D	LEE Construction Group, Inc	\$ 10,000,000.00
23-909-027-05-GC-E	Southern Standard Construction, LLC	\$ 10,000,000.00
23-909-027-05-GC-F	AEC Development Partners, LLC	\$ 10,000,000.00

Region 6 - FL	23-909-027-06-GC	
General Construction	Bidder	Amount
23-909-027-06-GC-A	Johnson Laux Construction, LLC	\$ 10,000,000.00
23-909-027-06-GC-B	FHP Tectonics Corp.	\$ 10,000,000.00
23-909-027-06-GC-C	Advanced Roofing Inc.	\$ 10,000,000.00
23-909-027-06-GC-D	LEE Construction Group, Inc	\$ 10,000,000.00
23-909-027-06-GC-E	Ovation Construction Company	\$ 10,000,000.00
23-909-027-06-GC-F	Southern Standard Construction, LLC	\$ 10,000,000.00
23-909-027-06-GC-G	TGSV Enterprises, Inc.	\$ 10,000,000.00
23-909-027-06-GC-H	AEC Development Partners, LLC	\$ 10,000,000.00

Region 7 - FL	23-909-027-07-GC	
General Construction	Bidder	Amount
23-909-027-07-GC-A	Harbour Construction Inc	\$ 10,000,000.00
23-909-027-07-GC-B	LEE Construction Group, Inc.	\$ 10,000,000.00
23-909-027-07-GC-C	Johnson Laux Construction, LLC	\$ 10,000,000.00
23-909-027-07-GC-D	FHP Tectonics Corp.	\$ 10,000,000.00
23-909-027-07-GC-E	Advanced Roofing Inc.	\$ 10,000,000.00
23-909-027-07-GC-F	Southern Standard Construction, LLC	\$ 10,000,000.00
23-909-027-07-GC-G	TGSV Enterprises	\$ 10,000,000.00

Region 8 - FL	23-909-027-08-GC
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General Construction	Bidder	Amount
23-909-027-08-GC-A	Harbour Construction, Inc.	\$ 10,000,000.00
23-909-027-08-GC-B	Johnson Laux Construction, LLC	\$ 10,000,000.00
23-909-027-08-GC-C	CII Contracting	\$ 10,000,000.00
23-909-027-08-GC-D	FHP Tectonics Corp.	\$ 10,000,000.00
23-909-027-08-GC-E	Advanced Roofing Inc.	\$ 10,000,000.00
23-909-027-08-GC-F	LEE Construction Group, Inc.	\$ 10,000,000.00
23-909-027-08-GC-G	Caladesi Construction Co.	\$ 10,000,000.00
23-909-027-08-GC-H	Southern Standard Construction, LLC	\$ 10,000,000.00
23-909-027-08-GC-I	TGSV Enterprises	\$ 10,000,000.00
23-909-027-08-GC-J	Astra Construction Services, LLC	\$ 10,000,000.00

Region 9 - FL	23-909-027-09-GC	
General Construction	Bidder	Amount
23-909-027-09-GC-A	Johnson Laux Construction, LLC	\$ 10,000,000.00
23-909-027-09-GC-B	FHP Tectonics Corp.	\$ 10,000,000.00
23-909-027-09-GC-C	Advanced Roofing Inc.	\$ 10,000,000.00
23-909-027-09-GC-D	LEE Construction Group, Inc.	\$ 10,000,000.00
23-909-027-09-GC-E	Southern Standard Construction, LLC	\$ 10,000,000.00
23-909-027-09-GC-F	TGSV Enterprises	\$ 10,000,000.00
23-909-027-09-GC-G	Astra Construction Services, LLC	\$ 10,000,000.00

Region 10 - FL	23-909-027-10-GC	
General Construction	Bidder	Amount
23-909-027-10-GC-A	Harbour Construction, Inc.	\$ 10,000,000.00
23-909-027-10-GC-B	LEE Construction Group, Inc.	\$ 10,000,000.00
23-909-027-10-GC-C	FHP Tectonics Corp.	\$ 10,000,000.00
23-909-027-10-GC-D	Johnson Laux Construction, LLC	\$ 10,000,000.00
23-909-027-10-GC-E	Advanced Roofing Inc.	\$ 10,000,000.00
23-909-027-10-GC-F	Southern Standard Construction, LLC	\$ 10,000,000.00
23-909-027-10-GC-G	TGSV Enterprises	\$ 10,000,000.00

PURCHASING AGENDA SUMMARY

December 13, 2022

23-545-088	23-071-094	22-031-134	22-365-095	22-725-147	23-071-102	23-205-101
22-205-111	23-962-100	22-205-160	22-968-082	22-968-136	23-968-071	23-265-074
23-936-098	23-968-099	22-165-063	21-340-139	22-948-139	23-909-027	

By my signature, I hereby certify that the above listed contracts were approved by the Pinellas County School Board on the date shown above. Items marked "tabled" were not approved at this meeting and have been deferred for later action.



Catherine Houck
Administrative Assistant to the Board

II. Invitation to Bid (ITB) with Terms and Conditions

**Invitation to Bid
Job Order Contracting Services
In the State of Florida**

Contract Number: 23-909-027

August 11, 2022

Section One:

- Pinellas County Schools Terms and Conditions
- Special Conditions, Scope and Project Information
- Instruction To Bidders and Award Process

This ITB Consists of Five Sections:

Section One:

- Pinellas County Schools General Terms and Conditions
- Special Conditions, Scope and Project Information
- Instruction to Bidders and Award Process

Section Two:

- Bid Submission and Required Forms

Section Three:

- Job Order Contracting General Terms and Conditions
- Requirement For Cooperative Contract

Section Four:

- Pinellas County Schools/OMNIA Partners Region 1 Northwest Florida Construction Task Catalog
- Pinellas County Schools/OMNIA Partners Region 2 North Central West Florida Construction Task Catalog
- Pinellas County Schools/OMNIA Partners Region 3 North Central East Florida Construction Task Catalog
- Pinellas County Schools/OMNIA Partners Region 4 Northeast Florida Construction Task Catalog
- Pinellas County Schools/OMNIA Partners Region 5 Central West Florida Construction Task Catalog
- Pinellas County Schools/OMNIA Partners Region 6 Central Florida Construction Task Catalog
- Pinellas County Schools/OMNIA Partners Region 7 Central East Florida Construction Task Catalog
- Pinellas County Schools/OMNIA Partners Region 8 North Suncoast Florida Construction Task Catalog
- Pinellas County Schools/OMNIA Partners Region 9 South Suncoast Florida Construction Task Catalog
- Pinellas County Schools/OMNIA Partners Region 10 Southern Florida Construction Task Catalog

Section Five:

- Technical Specifications

INVITATION TO BID

Please Note:

Pinellas County Schools has partnered with Public Purchase which provides government agencies and their suppliers with a comprehensive and easy to use web-based eProcurement system. Registered suppliers receive automatic notification and transmittal of bid solicitations. Please visit www.publicpurchase.com to login and obtain any and all bidding documents.

Once you have opened and viewed the bid document from the Public Purchase website you will automatically receive an e-mail notifying you when an addendum has been issued. **However, if you obtain our bidding documents from any other source, we cannot guarantee that you will automatically receive subsequent notifications of addendums by email.** In order to assure that you are automatically notified, you **must** visit the above website and open and view the bid document. **The District will not be responsible if you fail to receive any and all addendums if you obtain the original bid document from another source.**

BID RESPONSES SHALL BE SUBMITTED IN A SEALED ENVELOPE. ON THE OUTSIDE OF THE ENVELOPE, YOU MUST INCLUDE THE FOLLOWING: THE SEALED BID NO., THE BID TITLE, THE DUE DATE AND TIME, AND THE NAME OF YOUR COMPANY.

Deliver Bids to the following Address:

Purchasing Department
School Board of Pinellas
301 Fourth Street S.W.
Largo FL, 33770-3536

Please allow sufficient time for the delivery of your bids, as bids must be received by the specified due date and time. Late bids shall be deemed non-responsive. Bids should include all information and submittals requested herein. Incomplete bids may be declared non-responsive

BID TITLE:	Job Order Contracting Services In the State of Florida	BID NO.	23-909-027
BUYER:	Joe Benjamin, NIGP-CPPO, CPPO, CPPB		
PHONE	727-588-6143		
ISSUE DATE:	August 11, 2022		
BID DUE DATE AND TIME: <u>September 15, 2022 @ 3:00 PM ET</u>		BID OPENING ROOM: A308	

SUBMITTALS:

Certain Submittals are required with this bid. See the **SUBMITTALS CHECKLIST** found in Section Two: Bid Submission and Required Forms for details. Submit One (1) complete hard copy of your bid, and one complete electronic copy on a flash drive. Flash Drive must be labeled with Bid Number and Company Name. Bids should include all information and submittals requested herein. Incomplete bids may be declared non-responsive.

PURCHASES BY OTHER PUBLIC AGENCIES (D.O.E. Regulation #6A1.012 (5)): - With the consent and agreement of the successful Bidders(s), purchases may be made under this bid by other governmental agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

Note to Bidders:

A. *A signed bid submitted to the School Board obligates the Bidders to all terms, conditions and specifications stated in this bid document, unless exceptions are taken and clearly stated in the Bidder's bid documents.*

B. *Bids received after the date & time specified will not be accepted.*

Delivery days after receipt of order: _____ Date Submitted: _____

BIDDERS MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED

Company Name: _____	FEIN: _____
Address: _____	Telephone: () - Ext. _____
City, State: _____ Zip: _____	FAX: () - _____

NON COLLUSION: - The Bidders, by affixing its signature to this bid, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

Signature of Owner or Authorized Officer/Agent _____ E-mail: _____

Typed Name of Above: _____ Title: _____

NO BID: I hereby submit a "no bid" for the reasons checked below:

- | | |
|---|--|
| <input type="checkbox"/> Insufficient time to respond | <input type="checkbox"/> Could not meet Insurance requirements |
| <input type="checkbox"/> Addenda were received too late to respond | <input type="checkbox"/> Could not meet bonding requirements |
| <input type="checkbox"/> Could not meet specifications | <input type="checkbox"/> We do not offer the product or service requested |
| <input type="checkbox"/> Specifications were unclear or restrictive | <input type="checkbox"/> Our schedule will not permit us to respond |
| <input type="checkbox"/> Terms & Conditions were unclear or restrictive | <input type="checkbox"/> We do not bid directly |
| <input type="checkbox"/> Keep our company on this bid list for future bids | <input type="checkbox"/> Remove our company name from this bid list for future bids |

(23-909-27)

SECTION ONE: PINELLAS COUNTY SCHOOLS GENERAL TERMS AND CONDITIONS

1. PREPARATION OF BIDS:

- a) **Bidder's Liability:** Bidders are expected to examine the specifications and all special and general conditions, requirements, and instructions. Negligence on the part of the Bidders to make the necessary examinations and investigations, visit appropriate site locations and become familiar with ALL locations covered under this bid, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the District or for paying additional compensation to the contractor. Failure to do so is at the contractor's risk. Failure to follow the instructions contained in the bid for completion of a bid response is cause for rejection of a bid.
- b) **Submittal of Bids: BIDS SHALL BE SUBMITTED IN A SEALED ENVELOPE.** The return address label should be affixed to the outside of your envelope identifying it as a **sealed bid**. Any company not responding to this request with either a bid or a "NO BID" *may be removed from the active Bidders list*.
- c) **Receipt of Bids:** The purchasing department is not responsible for timely delivery of the U.S. or private courier mail. The Bidders is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternate steps to assure that their bid is delivered to the **purchasing department** by the specified due date and time. **LATE BIDS WILL BE REJECTED!**
- d) **Minimum Required Documents:** The following documents must be returned with your bid proposal to be considered responsive:
 - i) Completed **Invitation To Bid** form with original signature. (page 1)
 - ii) Completed **Bid Proposal** form(s) (See Section Two, Bid Submission and Required Forms)
 - iii) All items checked **required** on **Submittals Checklist** form included with the bid.
- e) **Forms:** All bids must be submitted on and comply with the bid forms provided. If additional space is required, the Bidders may submit an attachment which will become part of the bid response. The Invitation to Bid Form 852-A **must** be signed by the owner or authorized officer/agent of the company submitting a bid or the bid will be rejected. Telegraph, Facsimile (FAX) or e-mail bids will not be considered a sealed bid.
- f) **Quoted Prices:** Prices are to be submitted in accordance with the quantities required, which appear in the bid invitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total group price of two or more distinct items is requested, the purchasing department reserves the right to verify mathematical extensions and totals, correct extensions and totals if necessary and recommend an award based upon the overall group total.
- g) **Freight Terms:** All items are to be bid **FOB destination** with all transportation charges prepaid and included in the bid prices and title transferring to the District at the time of delivery, unless otherwise stated in bid invitation. Any exceptions to these freight terms taken by the Bidders must be clearly stated in the Bidder's proposal. The purchasing department will evaluate any such exceptions and determine if the exception constitutes grounds for rejection of the Bidder's proposal.
- h) **Item Specifications:** Specifications in this document may reference specific manufacturers' products and list their model or part numbers, followed by the words "or equal" or "approved brands". Unless the words "only" or "No Substitutes" is used in place of "or equal", these references are intended to establish a quality and performance standard only. Anything listed, herein, of a proprietary nature is done so without express knowledge or intent to exclude other manufacturers' products from consideration.
 - i) Any item bid as an alternate which lacks sufficient descriptive literature or technical information to enable a complete comparative analysis, may prevent its consideration.
 - ii) If the Bidders does not clearly state in their bid that an item proposed is an alternate to that specified, the Bidders must furnish the specified item upon receipt of a purchase order or else be declared in breach of contract.

Section One: Pinellas County Schools General Terms and Conditions

- i) **Bid, Performance & Payment Security:** When bid, performance and payment securities are required, the “Required” box will be checked on the *Submittals Checklist* form included with the bid. Detailed specifications will be included in the “*Bid, Performance & Payment Security Guidelines*” section of the bid.
- j) **Insurance Certificate:** When an insurance certificate is requested, the “Requested” box will be checked on the *Submittals Checklist* form included with the bid. Detailed specifications will be included in the “*Insurance Specifications for Contractors*” section of the bid.
- k) **Product Certification:** When product certification is requested, the Bidders must submit a signed, notarized affidavit along with their bid attesting that the item meets all specifications requested.
- l) **Proposal Organization:** Bidders are expected to organize their bid proposals in such a manner as to facilitate the evaluation process. Bid proposals should be keyed or indexed to correspond with this bid solicitation. Responses should be correlated to the specific Submittal, Criterion, Section or Paragraph Number of the **Invitation to Bid** or **Request for Proposal** being addressed. District staff will make a reasonable effort to locate information in the bid proposals; however, failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit or complete rejection of your bid proposal.

2. INQUIRIES/INFORMATION:

Any questions by prospective Bidders concerning requirements of this bid should be addressed to the buyer whose name appears on the front of the **Invitation To Bid** form or to individuals specifically named in the **Special Conditions** or **Personnel Matrix** sections of the bid. The buyer will assist Suppliers and answer questions to the best of his or her ability. Questions of a technical nature may be referred to other individuals by the buyer for an appropriate response as deemed necessary. Requests for interpretation of the bid or additional information should be communicated to the buyer in writing no later than seven (7) working days prior to the scheduled bid opening date. Requests for information relating to bids in process will be addressed without delay when such information has a **material** effect on the completion of your bid response. Every effort will be made to supply other requested information of a less critical nature, such as, **lists of Suppliers solicited, prebid conference attendees, firms who have picked up plans and specifications, historical bid data or bid tabulations** within (48) hours from receipt of a request. Suppliers are encouraged to visit our Web site at the address shown below to obtain this information, or it may be obtained in person, but we respectfully request that you notify the buyer in advance at the telephone number listed on the **Invitation to Bid** form to allow him or her ample time to compile the information for you before you arrive. If you have Internet access, the following information is available from the Web sites listed below 24 hours per day, 7 days per week.. :

Go to www.publicpurchase.com to obtain:

- A copy of a bid packet for a contract or project currently out for bid and any associated addenda (This is a secured site and you must be registered in Public Purchase to access these documents.)

Go to www.pcsb.org/purch to obtain:

- The last price paid for an item(s) currently out for bid (when applicable);
- Historical bid results;
- A listing of bids scheduled for award at the next School Board meeting;
- Historical bid award information;
- A copy of a W-9 Form;
- A listing of departmental personnel, with job titles, phone numbers and e-mail addresses;
- A listing of buyers and their commodity assignments.
- A listing of prebid conference attendees.

3. ACCEPTANCE AND WITHDRAWAL OF BIDS:

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

A bid (or amendment thereto) will not be accepted by the purchasing department after the time and date specified for the bid opening, nor may a bid (or amendment thereto) which has already been opened in public be withdrawn by the Bidders for a period of sixty (60) calendar days after the bid opening date and time, unless authorized by the purchasing department. By written request to the purchasing department, the Bidders may withdraw from the bid process and ask to have their sealed bid proposal returned at any time prior to the closing date and time for the receipt of bid proposals.

4. AMENDMENT & CANCELLATION:

The purchasing department reserves the right to cancel, recall and/or reissue all, or any part, of a bid or request for proposal, at any time.

5. SOLICITATION OF DISTRICT EMPLOYEES & ACCEPTANCE OF GRATUITIES:

The District expressly prohibits Bidders from making any offer of employment or any other offering of value to any employee of the District who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this bid. The only exception to this rule would be for items which bear product logos and other forms of advertising specifically intended for promotional purposes.

6. QUALIFICATIONS OF BIDDERS:

Bids will be considered only from contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of the materials or services requested herein. The Bidders must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the District. The purchasing department expressly reserves the right to reject any bid proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the Bidders, compared to work proposed, justifies such rejection.

7. CONFIDENTIALITY OF STUDENT RECORD INFORMATION:

Student record information may be provided to Suppliers to enable them to respond to a sealed bid invitation or to a request for proposals, or to perform under a contract already awarded to them. Suppliers are hereby notified that any such student record information must be kept strictly confidential and may not be released to any other person or entity without authorization, pursuant to FS. 228.093 and Rule 6A-1.0955, FAC. Failure to comply with this directive could result in civil liability.

8. NON COLLUSION:

The Bidders, by affixing its signature to this proposal, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

9. CONFIDENTIALITY OF INFORMATION SUBMITTED BY BIDDERS:

The District reserves the right to retain all copies of Bidders' proposals and associated documentation submitted. Under Chapter 119 F.S., (Florida's Public Records Law) sealed bids or proposals received by the District pursuant to invitations to bid or requests for proposals may only be kept confidential until such time as the District provides notice of a decision or intended decision or until 30 days after the bid or proposal opening, whichever is earlier. If a Supplier feels that public scrutiny of certain information contained in its bid proposal could be detrimental to its business, the Supplier should identify the specific information in question and cite the governing statute and section which exempts such material from public scrutiny. A general statement to hold its entire proposal in confidence will not be honored. If the information in question does not qualify for an exemption under Chapter 119 F.S., the Supplier will have the option of withdrawing its request for confidentiality or withdrawing its entire bid proposal.

10. SUBCONTRACTING:

The Bidders must describe in their bid proposal, all responsibilities that the Bidders anticipates assigning or subcontracting, identify all the subcontractors and also describe how the Bidders will manage these subcontractors. The Supplier will be held directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractors' employees.

11. INTELLECTUAL PROPERTIES:

Any discovery, invention or work product produced under this contract shall be the sole and exclusive property of the District. The Bidders surrenders any and all claims of any kind, type or nature, including but not limited to patent rights, copyrights and rights in data, developed under this contract.

12. PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST

Per the provisions of Florida Statute 287.133 (d), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier,

Subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute

287.017 for **CATEGORY 3** for a period of 36 months from the date of being placed on the convicted vendor list".

13. PROPOSAL PREPARATION COSTS:

The costs to develop the bid proposal are entirely the responsibility of the Bidders and shall not be charged in any manner to the District. This includes, but is not limited to, the direct cost of the Bidder's personnel assigned to prepare the Bidder's response to this solicitation and any out-of-pocket expenses (including, but not limited to, travel, accommodation, supplies) incurred by the Bidders in preparing their bid proposal.

14. VARIANCE TO BID DOCUMENTS:

For the purpose of bid evaluation, Bidders must clearly stipulate any or all variances to the bid documents or specifications, no matter how slight. If variations are not stated in the Bidders' proposal, it shall be construed that the bid proposal submitted fully complies in every respect with the bid documents.

15. ADDENDA TO BIDS IN PROCESS:

Interpretations of the bid, clarification of bid specifications and requirements or changes to the bid which have a *material effect* will be documented and communicated to Bidders **only by written addenda**. Verbal responses to Bidders' questions do not constitute an *official response* unless documented in the form of written addenda and shall be considered inadmissible in bid protest proceedings. All such written addenda should be acknowledged on the **Addendum Acknowledgement Form** or by returning a copy of the signed addendum along with your bid proposal as proof of receipt. Failure to acknowledge addenda containing material changes may constitute cause for rejection of your bid proposal. Telegraph, facsimile or e-mail acknowledgements of addenda will not be accepted.

16. FLORIDA STATE CONTRACTS & FLORIDA DEPARTMENT OF EDUCATION CONTRACTS:

The purchasing department reserves the right to reject all bids and purchase from State contracts or FDOE contracts if to do so represents the best interests of the District.

17. SAFETY REQUIREMENTS:

All items bid must comply with ALL applicable safety standards set by Federal, State and local regulations, OSHA & EPA guidelines, and any other laws and regulations that govern the item(s) or services requested in this bid. All electrically

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

operated equipment shall be UL® rated or approved. Corded equipment shall have a 3-wire grounded power cord or be double insulated and labeled as such.

18. MATERIAL SAFETY DATA SHEETS:

The District requires that two (2) copies of all applicable *Material Safety Data Sheets* be furnished upon the initial purchase of any chemical or toxic substance or equipment which uses same. One (1) copy shall accompany the product shipment and the other copy must be sent to: Pinellas County School Board Risk Management Department, Attention Safety & Loss Coordinator, 301 Fourth Street S.W., Largo, FL. 33770-3536.

19. PURCHASE OF MATERIALS WITH RECYCLED CONTENT:

The purchasing department will seek alternative bids, whenever possible, for select products containing recycled materials. Such products shall be purchased as long as all specifications are met and the price does not exceed an amount 10% more than the cost of comparable products made from 100% virgin materials.

20. MANUFACTURER'S CERTIFICATION:

The purchasing department reserves the right to request a separate letter from the manufacturer of the products bid certifying that all statements and claims made in the bid proposal are true, and that all products bid meet or exceed the specifications stated in the bid documents.

21. BID QUANTITIES:

Quantities listed in the bid are estimates provided for Bidders information purposes only. No guarantee is given or implied as to the exact quantities which will be purchased from this bid. The District, or Participating Public Agencies, reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the bid pricing or the terms and conditions of the bid.

22. METHODS OF AWARD:

- a) **"By Contract"**: Each Contract in the bid will be awarded individually to the lowest responsive and responsible Bidders based on a combined adjustment factor, provided however, no bidder will be awarded more than one same scope contract within any Geographical Region .
- b) **"Assignment of Work"**. The assignment of the Work is at the sole discretion of the PCS or Participating Public Agencies. The Contractor's Adjustment Factors, performance history, and ability to perform the Work will be considered in determining the distribution of the Work.

23. DELIVERY LEAD TIME:

Each Bidders shall state the number of consecutive calendar days they require after receipt of order (A.R.O.) to either complete delivery or provide the requested services. If a finite number of days has been specified for delivery or project completion, this deadline must be met. If a finite number of days has not been specified in the bid and the Bidders has not stipulated a specific lead time for delivery in their proposal, orders will be considered delinquent after 30 days from the issue date of the purchase order.

24. TAXES:

Purchases are exempt from ALL Federal excise and most State sales tax.

25. FISCAL NON-APPROPRIATIONS CLAUSE:

In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the Supplier of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

26. BID SAMPLES:

The Bidders shall provide product samples, without charge, when requested. Criteria used to determine compliance with specifications include, but are not limited to: performance, delivery lead time, workmanship, fit and finish, compatibility with existing stock, and durability. If the sample is not consumed through testing, it will be returned to the Bidders when said request is submitted with the bid. Unused samples will be returned at the Bidder's risk and expense. The successful Bidders' samples may be retained until all the terms of the purchase order or contract have been fulfilled. All samples are to be submitted at the place indicated in the **Special Conditions** section of the bid in accordance with the instructions outlined therein.

27. TIE BIDS:

If all other factors are equal preference will be given to a Florida resident Supplier over an out-of-state Supplier. If all Suppliers are Florida residents, a Pinellas County Supplier will receive preference; if there is no Pinellas County Supplier, preference will be given to the one closest to the Pinellas County School Administration Building, based upon mileage data provided by Mapquest.com. If all Suppliers reside out-of-state or all reside within Pinellas County, preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response. If all bids, or no bids include a certificate of compliance, the tie will be broken by a coin flip in the presence of witnesses.

28. ERRORS AND OMISSIONS:

In the event a clerical error or obvious omission is discovered in a Bidder's proposal, either by the purchasing department or the Bidders, the Bidders may have the opportunity of withdrawing their bid, provided they can produce sufficient evidence to document that the error or omission was clerical in nature and unintentional. Copies of working papers, calculations, etc., may be requested at the purchasing department's discretion, to support the validity of such a request. A Bidders will not be allowed to change any information contained in its bid proposal; however, in the event of a minor omission or oversight on the part of the Bidders, the purchasing department (or "designee") may request written clarification from a Bidders in order to confirm the District's interpretation of the Bidder's response and to preclude the rejection of its bid, either in part or in whole. The purchasing department will have the authority to weigh the severity of the infraction and determine its acceptability.

29. BASIS OF AWARD OF BIDS:

When price and specification compliance are the primary criteria for making the Supplier selection, the Superintendent will recommend the lowest responsive and responsible Bidders(s) to the Board. A "Responsive" Bidders is defined as one whose bid or proposal is in substantial conformance with the material requirements of the bid. A Bidders who substitutes its standard terms and conditions for the Districts, or who qualifies its bid in such a manner as to nullify or limit its liability to the District may be considered non-responsive. A "Responsible" Bidders is defined as one who is able to perform and satisfactorily fulfill the requirements described in the invitation to bid or request for proposal. The District may apply all, or any part of the following criteria to measure a Bidder's degree of responsibility:

- Size of firm
- District's past experience with firm
- Financial status of firm
- Capabilities of Management and Technical staff
- Labor relations
- Internal procedures of the firm
- Capacity of the firm
- Bonding capacity
- Reputation of firm among its peers
- Customer references

- Service after the sale
- Facilities and reserve facilities
- Location of firm
- Location of service facilities
- Professional credentials

Slight variations or irregularities may be accepted by the Board if either is found to be in its best interest. The Superintendent (or designee) shall be solely responsible for determining the acceptability of a bid.

The School Board of Pinellas County reserves the right to make additional investigations and request additional information for clarification as it deems necessary to establish if a Bidder is responsible. Experiences with the School Board of Pinellas County and its staff may be taken into consideration when determining whether a Bidder is responsible. Exclusive or concurrent discussions may be conducted.

30. REJECTION OF BIDS:

A bid may be rejected by the purchasing department if it is non-responsive or the Bidders is determined to be not responsible. A bid is not officially rejected until the School Board takes official action. The Board reserves the right to reject any or all bids received, but not for arbitrary or capricious reasons.

31. NOTICE OF INTENT TO AWARD BIDS:

Once bids are evaluated and a recommendation for award is received by the purchasing department, a *Notice of Intent to Award* will be posted on the purchasing department's Web site @ www.pcsb.org/purch. For those who do not have Internet access, the notice will also be posted in a conspicuous location in the purchasing office located at the Largo Administration Building, 301 4th Street S.W., Largo, Florida. The recommendation for award is not official until this notice is posted. Intent to Award Notices are normally posted on or about the Monday two weeks preceding the Board meeting when the bid is scheduled for award. See the "Key Events & Dates" section of the Special Conditions for specific information. Occasionally a supplemental posting may occur after the regular Monday posting if it is essential to include the bid on the next Board agenda. This schedule may vary depending on the Board meeting schedule from month to month. **Since this information is available as outlined above, the purchasing department will not mail or fax intent to award notices to all Bidders.**

32. BID PROTEST:

If a Bidders wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Copies of this procedure are included in Section One Bid Submission and Required Forms portion of this bid document and are also available @ www.pinellas.k12.fl.us/purch/bidaward.html or from the purchasing department at the Largo Administration Building Office, 301 4th Street S.W., Largo, FL 33770-3536. Any person who files an action protesting the bid specifications or a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the purchasing department 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.

33. NOTIFICATION OF BID AWARD:

After the Board awards a bid, the purchasing department will issue an official award letter, a purchase order, or both, which will authorize the Bidders to commence delivering materials or providing services.

34. AUTHORIZATION TO PERFORM UNDER A CONTRACT:

All purchases must be properly authorized in advance. Suppliers must first obtain either a printed purchase order, a purchase order number or a purchasing card account number before commencing performance under a contract. Suppliers shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the buyer listed on the purchase order. Additional work must be authorized in advance by the buyer who will issue either a change order to the original purchase order or a supplemental purchase order. The Supplier assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

35. PRESS RELEASES AND PUBLICITY:

No announcements or news releases pertaining to the Bidder's participation in this bid or the award of this contract shall be made by the Bidders, its representatives or agents without authorization from the purchasing department.

36. POINT OF CONTACT:

The District will consider the selected Bidders(s) to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.

37. ASSIGNMENT OF CONTRACT:

The final contract to be awarded and any resulting amounts to be paid shall not be transferred, pledged, or assigned without the prior written approval of the District.

38. LICENSES AND PERMITS:

The Supplier shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the bid specifications. The Supplier shall save and hold harmless the District as a result of any infraction of the aforementioned.

39. CONDITION OF ITEMS:

Unless otherwise specified in the **Special Conditions** section of the bid, all items requested must be **new**, the **latest model manufactured, first quality, carry the manufacturer's standard warranty** and be **equal to or exceed the specifications** listed in the bid. Bids for *"used, remanufactured or reconditioned"* equipment or *"blems or seconds"* will not be considered unless specifically requested in the bid documents.

40. INSPECTION:

The District reserves the right to have inspectors on the premises of the Bidders or manufacturers at any time during the manufacturing or assembly process to verify compliance with bid specifications.

41. PACKAGING:

All products require adequate packaging to protect them from damage in transit. Packaging must fully cover and protect merchandise. Suppliers must fully comply with all special packaging requirements, if and when specified in the bid document. When corrugated carton packaging is specified, poly wrap or blanket wrap will not be acceptable. Bidders are requested to provide products with environmentally safe packaging if at all possible. The District assumes no responsibility for damage of any kind incurred while the items are in transit. Bidders may adjust unit packaging up or

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down only when attempting to reach the next standard unit pack. Otherwise, only exact quantities requested will be accepted and no overages will be allowed.

42. PATENTS AND COPYRIGHTS:

The Bidders agrees to indemnify and save harmless the Board, its officers, agents and employees, from and against any and all claims and liabilities of any nature or kind, including without limitation attorneys' fees and costs, for use of any copyrighted or non-copyrighted materials, secret process, patented or unpatented inventions, articles or appliances, furnished or used in performance of the contract for which the contractor is not the patentee, assignee or licensee.

43. INDEMNIFICATION/HOLD HARMLESS AGREEMENT: Awarded Bidders/Bidders shall, in addition to any other obligation to indemnify The School Board of Pinellas County, Florida, and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged:

1. Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
2. Violation of law, statute, ordinance, governmental administrative order, rule or regulation by contractor in the performance of the work; or
3. Liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be affected by any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts; other employee benefit acts or any statutory bar. The Bidders will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the Board, and will, at the request of the Board, supply certificates evidencing such coverage.

This article will survive the termination of the Contract.

44.E-VERIFY:

- a) Pursuant to Section 448.095, F.S. (2020), Contractor shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired during the term of this Agreement.
- b) Subcontractors
 - i) Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - ii) Contractor shall also require all of its Subcontractors to provide to Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S. (2020).
 - iii) Contractor shall provide a copy of such Subcontractor affidavits to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- c) Contractor must provide to School Board evidence of compliance with Florida law regarding E-Verify during any initial procurement application phase or, if a current Supplier, no later than December 10, 2020. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number coupled with an affidavit that all of Contractor's Subcontractors similarly comply with the law.
- d) Failure to comply with these provisions is a material breach of the Agreement, and School Board may choose to immediately terminate the Agreement at its sole discretion without penalty. Further, in accordance with Florida law, if School Board gains a good faith belief that Contractor and/or any of its Subcontractors are violating this or other applicable laws during the course of the performance of work under the Agreement, School Board may be required to terminate the Agreement. Under the circumstances described in this subsection D., Contractor is

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liable for all costs associated with School Board as a result of the termination of the Agreement, including but not limited to higher costs for the same services and costs of re-procurement.

45. STANDARDS OF CONDUCT

Suppliers awarded a contract will be held to the same standards of conduct as employees of the school District while conducting business with the District. These standards, as defined in School Board policies, will apply not only to employees of the Supplier, but also to the employees of its subcontractors.

46. ITEM SUBSTITUTIONS & DISCONTINUATIONS:

Under no circumstances may a Supplier substitute a different product for any item they were awarded from this bid without prior approval from the purchasing department of the Participating Public Agency. In the event an awarded item is discontinued by the manufacturer or the Supplier no longer offers the item in their product line during the term of this bid, the Supplier **must** provide an acceptable substitute item at a mutually acceptable negotiated price, or risk being found in default. The Supplier must file a written request with the purchasing department and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete detailed, technical specifications for the proposed substitute item, and a sample, if requested. The District reserves the right to purchase on the open market while negotiations are being conducted.

47. RECEIPT OF MERCHANDISE & DELIVERY NOTIFICATION:

The purchaser reserves the right to reject any and all materials or products delivered which, in its opinion, do not comply with the bid specifications, within 5 calendar days of receipt. All materials or products rejected by the purchaser shall be promptly removed and replaced by the Supplier at no charge. All shipments are to be off-loaded from the delivery vehicle to the loading dock or brought inside the building if the facility has no loading dock. The exception will be for materials obviously intended for outdoor use. All shipments must be made by door-to-door rail freight or motor truck line. There are no rail sidings at any of our locations. Deliveries shall be made between the hours of 8:00 a.m. and 2:30 p.m., Monday through Friday, excluding holidays.

Exceptions to this schedule will be stated in the **Special Conditions** or on the purchase order. For shipments which may require the assistance of District personnel to off-load merchandise, or when the purchase order specifies Supplier installation, the person to whose attention the items are being shipped should be notified a minimum of forty-eight (48) hours prior to delivery to allow sufficient time to prepare the area. Telephone numbers are included on all purchase orders directly below the *Ship-To Destination* address for this purpose.

48. EQUIPMENT DEAD ON ARRIVAL (D.O.A.):

Any product shipped which arrives inoperable or ceases to function within seven (7) business days of the initial installation shall be considered D.O.A. and shall be replaced by the Supplier with a new product identical to the one ordered within 30 days of notification.

49. RETURNED MERCHANDISE:

All merchandise returned for any reason other than Supplier error, Supplier misrepresentation of product capabilities, or product defects may be subject to no more than a 15% restocking fee and return freight charges, negotiable between the District and the Supplier. It is understood that merchandise should be returned in the original factory sealed carton whenever possible. The Supplier shall provide a return merchandise authorization (RMA) without requiring a purchase order or credit card. The Supplier shall ship replacement merchandise prior to receipt of returned merchandise, if applicable.

50. INVOICES AND PAYMENT TERMS:

All invoices, packing lists, and correspondence should reference our purchase order number. Unless otherwise stated in the **Special Conditions**, payment will only be made after the merchandise or services have been:

- Received complete or substantially complete;
- Inspected and found to comply with all specifications and be free of damage or defect;
- Properly invoiced.

To ensure timely payment, all original invoices should be submitted to the *Accounts Payable Department, Pinellas County School Board, PO Box 2942, Largo, FL., 33779-2942*. A minimum of **thirty (30)** days is required for payment. Photocopies of original invoices may be sent to other District personnel if requested, but the original copies must be sent to the Accounts Payable Department. Only the Accounts Payable Department may direct you otherwise. Failure to follow this procedure may result in payment delays. Occasionally a school may issue its own internal purchase order. Invoices associated with a **SCHOOL** purchase order should be submitted directly to the school for payment. **Do not send invoices associated with school purchase orders to the Accounts Payable Department.**

51. BREACH OF CONTRACT AND TERMINATION FOR CAUSE:

The District reserves the right to terminate this contract for cause which shall include without limitation the failure of the Supplier to comply with any provision of this contract. Prior to the District terminating a contract, the Director of Purchasing will initiate an internal review of the case in which the Supplier may be invited to participate. If after examining the facts surrounding the case, it is determined that sufficient grounds exist to declare the Supplier in default, the Superintendent (or designee) shall provide the Supplier written notice of default and termination, making specific reference to the provision(s) that gave rise to the breach. If the nature and scope of the breach would allow for a cure within 10 days, the notice shall inform the Supplier of its right to cure the default within the ten (10) days following receipt of the notice. If the breach is not cured within said 10 day period, the Superintendent (or “designee”) shall serve a written notice of termination on the Supplier, which shall become effective upon the Supplier’s receipt of such notice. The failure of either party to exercise its rights shall not be considered a waiver of such rights in the event of any further breach or non-compliance. In the case of termination, only the portion of the contract satisfactorily performed before the date of termination will be due and payable to the Supplier.

If bid performance security was required with the bid, the District may elect to execute the performance security as liquidated damages. If bid performance security was not required, the Bidders shall pay to the District, as liquidated damages, an amount equal to 5% of the remaining value of the job orders or \$25, whichever amount is larger. If the bid pricing was expressed as a lump sum amount, then the amount due will be 5% of the remaining value of the contract. A Supplier who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with the District for a period of not less than one (1) year, but no more than two (2) years after the date of the default. Thereafter, the Bidders may request to be reinstated to the active Bidders list.

Either party may terminate the contractual relationship between them, including the obligation for payments for goods or services not yet delivered, without cause by sending ninety (90) days written notice to the other party.

52. TERMINATION FOR CONVENIENCE:

PCS shall have the right to terminate the Contract at any time by giving 30 days written notice to the contractor.

53. ACCESS TO RECORDS:

The District, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Bidders, contractor or subcontractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

54. ENERGY POLICY AND CONSERVATION ACT (Appendix II to 2 CFR 200):

All Suppliers, contractors and subcontractors must comply with 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. 6201). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation).

55. EQUAL EMPLOYMENT OPPORTUNITY (Appendix II to 2 CFR 200 (C)):

All Suppliers, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by the District and their contractors or subgrantees). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation).

56. COPELAND "ANTI-KICKBACK" ACT (Appendix II to 2 CFR 200):

All Suppliers, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation for construction or repair).

57. DAVIS-BACON ACT (Appendix II to 2 CFR 200 (D)):

All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the District and subgrantees when required by Federal grant program legislation). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation for construction or repair in excess of \$2000).

58. BYRD ANTI-LOBBYING AMENDMENT (Appendix II to CFR 200 (I)):

All vendors, contractors and subcontractors that apply or bid an award of \$100,000 or more 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. (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation over \$100,000.)

59. CONTRACT WORK HOURS & SAFETY STANDARDS ACT (Appendix II to 2 CFR 200 (E)):

All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the District and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation).

60. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (Appendix II to 2 CFR 200 (F)):

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 must 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. (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation).

61. RECORDS RETENTION (2 CFR 200.318(i)):

All vendors, contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed. (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation)

62. CLEAN AIR AND WATER POLLUTION ACTS (Appendix II to 2 CFR 200 (G)):

All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of 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). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$150,000). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation for contracts over \$150,000).

63. PROCUREMENT OF RECOVERED MATERIALS (CFR 200.322)

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, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 time exceeds \$10,000 or the value of the quantity acquired during 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.

64. SCRUTINIZED COMPANIES:

By submitting a bid any vendor/contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List; has been placed on the Scrutinized Companies That Boycott Israel List or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria. In the event that it is subsequently determined that the vendor/contractor submitted a false certification, any contract resulting from this bid may be immediately terminated in accordance with FL Statute 287.135.

65. VARIANCE IN CONDITION:

Any and all **Special Conditions** and specifications attached hereto which vary from these **GENERAL TERMS and CONDITIONS**, shall have precedence.

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SECTION ONE: SPECIAL CONDITIONS, SCOPE, AND PROJECT INFORMATION

1. PURPOSE AND INTENT

The purpose and intent of this invitation to bid are to select suppliers to provide and deliver **Job Order Contracting Services In the State of Florida** to and to secure firm, net pricing for the contract period as specified herein.

Pinellas County Schools, Florida, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Pinellas County Schools, Florida is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment A, or as otherwise agreed to. Attachment A contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier’s products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier’s need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a statewide demand for services and to fulfill obligations as a statewide Supplier and respond to the OMNIA Partners documents (Attachment A).

While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Job Order Contracting Products and Services purchased under the Master Agreement through OMNIA Partners is approximately \$300M. This projection is based on the current annual volumes among the Pinellas County Schools, Florida, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

By submitting a bid, Suppliers understand and agree to participate in the OMNIA Partners program.

Suppliers are to provide a response to the OMNIA Partners program by including a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for Cooperative contract. Responses should highlight experience, demonstrate a strong presence in the market, describe how Supplier will educate its sales force and staff about the Master Agreement, describe how products and services will be distributed to Participating Public Agencies, include a plan for marketing the products and services across the state, and describe how volume will be tracked and reported to Gordian.

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2. SPECIAL OFFERS/PROMOTIONS

In addition to decreasing prices for the balance of the Master Agreement term due to a change in market conditions, Supplier may conduct sales promotions involving price reductions for a specified lesser period. Supplier may offer Participating Public Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Master Agreement term and such lower pricing shall not be applied as a global price reduction under the Master Agreement.

3. FEDERAL FUNDING PRICING

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, pricing for federally funded projects should not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where a Participating Public Agency is eligible for federal funding, Supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the CFR 200 language included in this solicitation and language located in the Federal Funds Certifications Exhibit.

4. CONTRACT PERIOD

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. The awarded Bidder(s) shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (or any combination of initial and renewal periods) subject to the discretion of the Participating Public Agency. Any job orders, project agreements, or maintenance agreements executed against the Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties. Any job orders executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

Participating Public Agencies may require a modification to a term of the Master Agreement. The awarded Bidder(s) and Participating Public Agencies may agree to modify terms on any specific purchase by a Participating Public Agency without conflicting with the Master Agreement. Prices and discounts shall remain firm for this period and shall include **ALL** freight and handling charges.

5. RENEWAL OPTION

By mutual consent of the School Board of Pinellas County, Florida, and the successful Bidders, this contract may be renewed for two (2) additional one (1) year periods.

6. SUPPLEMENTAL UNILATERAL RENEWAL PERIODS

The District, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the District's intent to renew shall be provided by the District in writing to the Contractor Supplier prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

7. NON-MANDATORY VIRTUAL-ONLY PRE-BID CONFERENCE

A non-mandatory virtual-only pre-bid conference will be held via Zoom Virtual Conference. To register for the meeting please see information and link below:

Virtual Prebid Meeting

Tuesday August 30th @ 10:00AM Eastern

Link: [https://gordian.zoom.us/meeting/register/tZApceurj8uG9FORlyd13bUAsW83P2sC9oV](https://gordian.zoom.us/join/91635748798?pwd=ZApceurj8uG9FORlyd13bUAsW83P2sC9oV)

Attendance at this pre-bid conference is **NON-MANDATORY** but recommended in order for all potential Bidders to receive the benefit of answers to theirs and other's technical questions first hand. If you are not the prime Bidder but are attending on behalf of someone else, please make note of this when signing the attendance roster where indicated. Additions or changes to the original bid documents resulting from this conference of a material nature, will be documented in the form of written addenda and distributed to all attendees.

8. CONTRACT VALUE

For the purposes of calculating the amount of a protest bond, this contract is valued at approximately \$10,000,000 /year, excluding renewal options. This is only an **estimate** and the actual amount could vary up or down. The District will not be held responsible if actual purchases are less than this amount.

9. BID CONTENT & SUBMITTAL

Submit One (1) complete hard copy of your bid, and one complete electronic copy on a flash drive. Flash Drive must be labeled with Bid Number and Company Name. Each bid proposal shall include all information and submittals required or requested in this bid.

Incomplete bid proposals may be declared non-responsive. Please refer to the Section Two: Submittal Checklist for a list of required or requested submittals.

10. SERVICE REQUIREMENTS

1. Replacement parts shall be made available in sufficient supply to keep equipment purchased from this bid in operational condition for a minimum of five (5) years after equipment delivery and acceptance. After expiration of any warranties and during this five (5) year period, all required parts shall be shipped within sixty (60) days after receipt of the District's purchase order.
2. If requested by the District, the Bidders must be prepared to provide a **free** demonstration of the equipment sold under this bid to acquaint the District staff with its operation.
3. If the specification calls for assembly by the Successful Bidders, equipment shall be assembled either before or upon delivery. If equipment is assembled prior to delivery, the Successful Bidders must package merchandise appropriately and take all necessary precautions to avoid damage in transit. The recipient shall make every attempt to inspect merchandise upon delivery, if possible, and make note of any damage on the bill of lading. Damaged goods discovered after delivery personnel have left, shall be reported to the Successful Bidders within ten (10) calendar days of receipt for replacement or repair. When installation is complete, the Successful Bidders will be responsible to dispose of all packing materials, and to leave the site in a clean and orderly state.

11. BACKGROUND SCREENING

As required by The Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if anyone representing a Supplier under contract with the school District **will have access to school grounds when students are present, have direct contact with students or have access to or control of school funds**, such personnel are required to be screened at Level 2, to include fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s. 1012.465, Florida Statutes]

The requirements of this law must be met in order for the School Board to contract with your company. To make an appointment to be screened by Pinellas County Schools, go to: <http://fieldprintflorida.com/>

For a full submission (fingerprinting and badge) use code FPPCSVendors. For a badge only (badge replacement) use code FPPCSBadge.

If Contractor/Supplier is awarded all or a portion of this bid, Contractor/Supplier hereby acknowledges and agrees to abide by the Florida Jessica Lunsford Act (1012.465, F.S.) and obtain, at its own cost, Level 2 clearance of all employees, agents, and subcontractors who (1) have access to school grounds when students are present, (2) have direct contact with students, on or off school grounds, or (3) have access to or control of school funds.

12. INSURANCE

Insurance is required of all Suppliers who perform work on School Board premises. If this bid requires that you work on our premises, an attachment titled: Insurance Specifications for Contractor/Suppliers will be included giving details.

The contractor shall obtain, within ten (10) working days of the award by the School Board, all of the insurance coverages required in the project specifications. Certificates of Insurance shall be filed with and approved by the School Board **before** the contractor or any subcontractor is allowed to commence work on the project.

The School Board of Pinellas County shall be listed both as an **"Additional Insured"** and **"Certificate Holder"** on all insurance policies obtained by the contractor as the result of being awarded a contract; unless expressly prohibited by the insurance company. A written explanation of that insurance company's position will be attached to the Certificate of Insurance filed with the School Board of Pinellas County's Risk Management Department. Any requirement by the contractor's insurance company that an additional premium shall be required for the issuance of a Certificate of Insurance with the School Board of Pinellas County as an **"Additional Insured"** shall not excuse any failure to obtain the required insurance certificate. The School Board of Pinellas County requires a 10 notice of cancellation and a 30 notice for non-renewal.

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.

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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:

- \$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

Section One: Special Conditions, Scope, and Project Information

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13. NON-EXCLUSIVE AGREEMENT

This bid does NOT establish an exclusive arrangement between the District and Supplier. The District reserves, but is not limited to, the following rights:

- The unrestricted right to use others to perform work, provide services or deliver the same or similar products as described herein when it is to the economic benefit of the District.
- The unrestricted right to separately bid any work, products or services as described herein when it is to the economic benefit of the District.

14. WARRANTY

All equipment purchased from this bid shall carry the manufacturers' standard warranty, unless otherwise specified.

15. ADDITIONAL TERMS AND CONDITIONS

Additional terms and Conditions to a purchase order may be proposed by PCS, Participating Public Agencies, or Contractors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. The purpose of these additional terms and conditions is to formerly introduce job or industry specific requirements of law. Additional terms and conditions can include specific policy requirements and standard business practices of the issuing Participating Public Agency.

16. BUSINESS HOURS & DAYS OF OPERATION

Regular School Year

Days of operation are **Monday thru Friday** (excluding holidays) 8 a.m. to 4:30 p.m.

Warehouse receiving 6:30 a.m. to 2 p.m.

Summer

From approximately the 1st week of June thru the 1st week of August all schools are closed, with the exception of those that may be in summer session. Beginning the 2nd week of August, schools are once again in session. For more specific information call (727) 588-6143 to confirm if a school can accept deliveries.

Days of operation are **Monday thru Thursday** as follows:

- **Administrative Facilities and Schools:** 7:30 a.m. to 5:30 p.m.
- **Walter Pownall Service Center:** 6:30 a.m. to 5 p.m. (receiving 6:30 a.m. to 4:30 p.m.)

HOLIDAY BREAKS

Each year, schools and administrative offices are closed for Thanksgiving, winter and spring break periods. Shipments cannot be accepted during these periods. These dates will vary each year depending upon our negotiated personnel calendar and when the Holidays actually fall.

Thanksgiving, 2022	November 21 thru November 25, 2022
Winter Break, 2022:	December 26 thru January 6, 2023
Spring Break, 2023:	Schools: March 13 thru March 17, 2023

Section One: Special Conditions, Scope, and Project Information

Administrative Offices: March 14 thru
March 17, 2023

17. KEY EVENTS & DATES:

- Monday August 11, 2022 Bid notice e-mailed to prospective Bidders & bidding documents posted on the www.publicpurchase.com
- Tuesday August 30, 2022 Non-Mandatory Virtual Pre-Bid Conference @ 10:00 a.m. E.T., Link to Register: <https://gordian.zoom.us/meeting/register/tZApceurj8uG9FORlyd13bUAsW83P2sC9oV>
- Wednesday September 7, 2022 Last Day to request additional information or clarification
- Thursday September 15, 2022 **Bids due in Purchasing @ 3 p.m. E..T.** Public bid opening to follow immediately thereafter in Room A318, Purchasing Department, School Administration Building, 301 4th Street S.W., Largo, Florida.
NOTE: The Largo Administration Building is now a secured building effective December 1, 2015 and visitor procedures have changed. Inform the officer at the front desk that you have a bid to be delivered to the Purchasing Department. The officer will call Purchasing and someone from the department will come to the front desk to date and time stamp your bid and provide a receipt. This process may take several minutes, so please allow sufficient time when hand delivering a bid submittal.
- Thursday September 15, 2022 – Monday October 3, 2022 Evaluate bids and make selection of contractor(s)
- Monday October 10, 2022 Recommendation For Award Submitted to Purchasing by (specify school or department name)
- Tuesday November 1, 2022 Notice of Intent to Award posted in the purchasing department and on the department's Web site @ <http://pcsb.org/Page/746>
- Tuesday November 15, 2022 Submit Recommendation for award to School Board for approval (estimated date of School Board approval)

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the posting of the Notice of Intent To Award and the Board approval date could both slip two weeks or more. Continue to monitor our website or contact the purchasing department for more specific information as to when the notice will be posted.

18. ADDITIONAL QUESTIONS/CLARIFICATIONS

During any solicitation period, including any protest and/or appeal, no contact with District officials or employees, other than with the individuals specifically identified in the solicitation, the Director of Purchasing or the Legal Department is permitted from any Bidder. Such communication may result in an automatic disqualification for selection in the pending solicitation and any subsequent District solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

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Section One: Special Conditions, Scope, and Project Information

Additional questions or clarifications regarding this solicitation shall be directed in writing to the buyer listed on page 1 of this document by 4:00 PM of the day listed on the Key Events & Dates table as the ***“Last Day to request additional information or clarification”***.

ALL requests for clarifications or questions shall be submitted in writing via email and directed to:

Joe Benjamin, NIGP-CPP, CPPO, CPPB

benjaminst@pcsb.org

19. REVIEW OF STATE CONTRACTS

Prior to the release of this Invitation to Bid, a review of the State of Florida purchasing agreements was conducted to determine if their use would be economically advantageous to the District.

20. BID OPENING PROCEDURES

Please be aware that any meeting at which (1) there is negotiation with a Supplier, (2) a Supplier makes an oral presentation, or (3) a Supplier answers questions, pursuant to a competitive solicitation, are closed to competitors and other members of the public. Team meetings at which negotiation strategies are discussed are likewise closed. Such meetings shall be recorded.

The School Board’s practice of reviewing and disclosing pricing and other contents of bid proposals have changed in accordance with recent changes in the law. At bid openings, District personnel will only reveal the names of the Bidders, unless the bid or proposal is a competitive solicitation for construction or repairs on a building, then the name of each Bidders and price submitted shall be read at a public bid opening per F.S. 255.0518. The recordings and bid proposals shall be exempt from public records requests until such time as the notice of an intended decision is published or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.

If the School Board rejects all bids, proposals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recordings and any records presented at the exempt meeting remain exempt from public records requests until such time as the School Board provides notice of an intended decision concerning the reissued competitive solicitation or until the School Board withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the publication of the initial notice rejecting all bids, proposals, or replies. Section 119.071(1)(b), F.S.; and Section 286.0113, F.S.

21. PUBLIC ENTITY CRIMES

As stated in paragraph 12 of the General Terms and Conditions, **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST**, please complete, sign and notarize the “SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, PUBLIC ENTITY CRIMES” form on page

This form **MUST** be included in your response in order for your bid/proposal to be responsive.

22. PUBLIC RECORD LAW

Public Records: Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida’s public records laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:

- a. Keep and maintain public records required by the School Board to perform the service.

Section One: Special Conditions, Scope, and Project Information

- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the School Board.
- d. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.
- f. The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statutes.
- g. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGELA BROWN, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2393, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, brownangel@pcsb.org.**

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SECTION ONE: INSTRUCTION TO BIDDERS AND AWARD PROCESS

1. PRODUCTS AND SERVICES COVERED

The goal of this ITB is to establish a group of Job Order Contracting Contracts for Pinellas County Schools and OMNIA Partners allowing their Participating Public Agencies allowing access to complete construction, repair, alteration, modernization, rehabilitation, and construction of infrastructure buildings, structures or other real property at competitively solicited prices. Awarded Contractors will perform an ongoing series of individual projects for Participating Public Agencies at different locations primarily within the designated Geographic Area.

2. JOB ORDER CONTRACTING OVERVIEW

JOC is a competitively solicited indefinite quantity construction contract awarded to proposers to accomplish construction, repair, alteration, modernization, rehabilitation, and construction of infrastructure, buildings, structures, or other real property. The Estimated Annual Value is based on the anticipated estimated annual use and the contract term is three years with two bilateral option terms. The ITB Documents include a Construction Task Catalog (CTC) containing repair and construction Tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices for the direct cost of construction. Once contracts are awarded, Participating Public Agencies will order Work from the CTC by issuing a Purchase Order against the contract.

Pinellas County Schools is using Gordian's University of California and OMNIA Partners Job Order Contracting Services to implement this program. The system includes Gordian's proprietary ezIQC, eGordian and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which will be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by PCS and OMNIA Partners Participating Public Agencies. The Contractor's use, in whole or in part, of Gordian's IQCC Applications and Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for PCS and Participating Public Agencies are strictly prohibited unless otherwise stated in writing by Gordian.

Proposers will offer price adjustments (Adjustment Factors) to be applied to the CTC Unit Prices. The Adjustment Factors represent either an increase to (such as 1.1000) or a decrease from (such as 0.9800) the preset Unit Prices. The amount to be paid for the Work ordered will be determined by: multiplying the preset Unit Prices by the appropriate quantities and by the appropriate Adjustment Factor. The CTC and the Proposer's Adjustment Factors will be incorporated into the awarded contract.

Under JOC, the Contractor furnishes management, labor, materials, equipment, and incidental design support needed to perform the Work.

3. PROJECT DELIVERY ORDER PROCEDURES

As Projects are identified, the Contractor will jointly scope the Work with the Participating Public Agency. The agency will prepare a Detailed Scope of Work and issue a Request for Proposals to the Contractor. The Contractor will then prepare a Proposal Package for the Project including a Price Proposal, Schedule, list of identified subcontractors, and other requested documentation such as cut sheets for materials. If the Proposal Package is found to be reasonable, the agency will issue a Purchase Order. The Purchase Order will reference the Detailed Scope of Work and set forth the Purchase Order Completion Time, and the Purchase Order Price. The Contractor must perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price. Extra Work, credits, and deletions will be contained in Supplemental Purchase Orders calculated in the same manner.

The Participating Public Agency (or the Participating Public Agency Designated Representative), with the assistance of Gordian, will identify Projects and develop a draft scope of the work. The Contractor and Gordian will then assist the

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Participating Public Agency in developing a final scope of work. The Participating Public Agency will then issue a Detailed Scope of Work and a Request for Proposals to the Contractor. The Participating Public Agency (or the Participating Public Agency Designated Representative), with the assistance of Gordian, will identify Projects and develop a draft scope of the work. The Contractor and Gordian will then assist the Participating Public Agency in developing a final scope of work. The Participating Public Agency will then issue a Detailed Scope of Work and a Request for Proposals to the Contractor. The Contractor will then utilize Gordian's JOC System to prepare a Price Proposal for the Purchase Order including a Schedule, list of identified subcontractors, and other requested documentation such as cut sheets for materials. Gordian will assist the Participating Public Agency with Price Proposal review, and if the Price Proposal is found to be reasonable, the Participating Public Agency will issue a Purchase Order to Contractor. The Purchase Order will reference the Detailed Scope of Work and set forth the Purchase Order Completion Time, and the Purchase Order Price. The Contractor will perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price. Extra Work, credits, and deletions will be contained in Supplemental Purchase Orders calculated in the same manner.

The Contractor must, within two (2) business days of receipt of a Purchase Order from a Participating Public Agency, provide notification to Gordian of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@ezlQC.com or via facsimile to (864) 233-9100.

The Contractor must, within two (2) business days of sending an Invoice to a Participating Public Agency, provide notification to Gordian each Invoice by forwarding a copy of the Invoice via email to Invoice@ezlQC.com or via facsimile to (864) 233-9100.

4. SOLICITATION TABLES

PCS seeks sealed bids from highly qualified firms to market sell and perform Job Order Contracting Services to Participating Public Agencies in the Proposer's selected Geographical Regions(s) throughout the State of Florida (see Solicitation tables below). The Bidder is required to identify the Geographical Region on each bid form. Selected contractors will perform an ongoing series of individual projects for Participating Public Agencies at different locations within the geographical regions for contracts in the tables provided starting on the next page.

(Solicitation Tables starting on next page.)

Section One: Instruction to Bidders and Award Process

**Invitation for Bid
Solicitation Table
Region 1, Northwest Florida**

Contract Number	Trade	Bid Due Date and Time	Estimated Annual Value	Maximum Term
23-909-027-01-GC-A	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-01-GC-B	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-01-GC-C	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-01-GC-D	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-01-GC-E	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-01-GC-F	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-01-GC-G	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-01-GC-H	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-01-EC-A	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-01-EC-B	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-01-EC-C	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-01-PC-A	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-01-PC-B	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-01-PC-C	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-01-APC-A	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-01-APC-B	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-01-APC-C	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-01-CC-A	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-01-CC-B	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-01-CC-C	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years

See map and county listing of geographical regions immediately following the Solicitation Tables.

**Invitation for Bid
Solicitation Table
Region 2, North Central West Florida**

Contract Number	Trade	Bid Due Date and Time	Estimated Annual Value	Maximum Term
23-909-027-02-GC-A	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-02-GC-B	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-02-GC-C	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-02-GC-D	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-02-GC-E	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-02-GC-F	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-02-GC-G	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-02-GC-H	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-02-EC-A	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-02-EC-B	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-02-EC-C	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-02-PC-A	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-02-PC-B	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-02-PC-C	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-02-APC-A	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-02-APC-B	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-02-APC-C	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-02-CC-A	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-02-CC-B	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-02-CC-C	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years

See map and county listing of geographical regions immediately following the Solicitation Tables.

**Invitation for Bid
Solicitation Table
Region 3, North Central East Florida**

Contract Number	Trade	Bid Due Date and Time	Estimated Annual Value	Maximum Term
23-909-027-03-GC-A	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-GC-B	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-GC-C	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-GC-D	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-GC-E	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-GC-F	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-GC-G	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-GC-H	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-EC-A	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-EC-B	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-EC-C	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-PC-A	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-PC-B	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-PC-C	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-APC-A	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-APC-B	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-APC-C	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-CC-A	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-CC-B	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-CC-C	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years

See map and county listing of geographical regions immediately following the Solicitation Tables.

**Invitation for Bid
Solicitation Table
Region 4, North Central West Florida**

Contract Number	Trade	Bid Due Date and Time	Estimated Annual Value	Maximum Term
23-909-027-04-GC-A	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-GC-B	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-GC-C	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-GC-D	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-GC-E	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-GC-F	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-GC-G	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-GC-H	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-GC-I	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-GC-J	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-EC-A	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-EC-B	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-EC-C	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-PC-A	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-PC-B	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-PC-C	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-APC-A	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-APC-B	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-APC-C	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-CC-A	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-CC-B	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-CC-C	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years

See map and county listing of geographical regions immediately following the Solicitation Tables.

**Invitation for Bid
Solicitation Table
Region 5, Central West Florida**

Contract Number	Trade	Bid Due Date and Time	Estimated Annual Value	Maximum Term
23-909-027-05-GC-A	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-GC-B	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-GC-C	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-GC-D	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-GC-E	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-GC-F	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-GC-G	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-GC-H	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-EC-A	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-EC-B	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-EC-C	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-PC-A	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-PC-B	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-PC-C	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-APC-A	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-APC-B	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-APC-C	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-CC-A	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-CC-B	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-CC-C	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years

See map and county listing of geographical regions immediately following the Solicitation Tables.

**Invitation for Bid
Solicitation Table
Region 6, Central Florida**

Contract Number	Trade	Bid Due Date and Time	Estimated Annual Value	Maximum Term
23-909-027-06-GC-A	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-GC-B	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-GC-C	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-GC-D	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-GC-E	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-GC-F	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-GC-G	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-GC-H	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-EC-A	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-EC-B	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-EC-C	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-PC-A	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-PC-B	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-PC-C	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-APC-A	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-APC-B	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-APC-C	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-CC-A	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-CC-B	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-CC-C	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years

See map and county listing of geographical regions immediately following the Solicitation Tables.

**Invitation for Bid
Solicitation Table
Region 7, Central East Florida**

Contract Number	Trade	Bid Due Date and Time	Estimated Annual Value	Maximum Term
23-909-027-07-GC-A	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-GC-B	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-GC-C	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-GC-D	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-GC-E	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-GC-F	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-GC-G	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-GC-H	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-EC-A	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-EC-B	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-EC-C	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-PC-A	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-PC-B	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-PC-C	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-APC-A	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-APC-B	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-APC-C	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-CC-A	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-CC-B	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-CC-C	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years

See map and county listing of geographical regions immediately following the Solicitation Tables.

**Invitation for Bid
Solicitation Table
Region 8, North Suncoast Florida**

Contract Number	Trade	Bid Due Date and Time	Estimated Annual Value	Maximum Term
23-909-027-08-GC-A	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-GC-B	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-GC-C	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-GC-D	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-GC-E	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-GC-F	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-GC-G	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-GC-H	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-GC-I	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-GC-J	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-EC-A	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-EC-B	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-EC-C	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-PC-A	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-PC-B	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-PC-C	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-APC-A	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-APC-B	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-APC-C	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-CC-A	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-CC-B	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-CC-C	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-GC-A	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-GC-B	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years

See map and county listing of geographical regions immediately following the Solicitation Tables.

Section One: Instruction to Bidders and Award Process

**Invitation for Bid
Solicitation Table
Region 9, South Suncoast Florida**

Contract Number	Trade	Bid Due Date and Time	Estimated Annual Value	Maximum Term
23-909-027-09-GC-A	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-GC-B	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-GC-C	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-GC-D	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-GC-E	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-GC-F	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-GC-G	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-GC-H	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-EC-A	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-EC-B	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-EC-C	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-PC-A	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-PC-B	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-PC-C	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-APC-A	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-APC-B	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-APC-C	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-CC-A	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-CC-B	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-CC-C	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years

See map and county listing of geographical regions immediately following the Solicitation Tables.

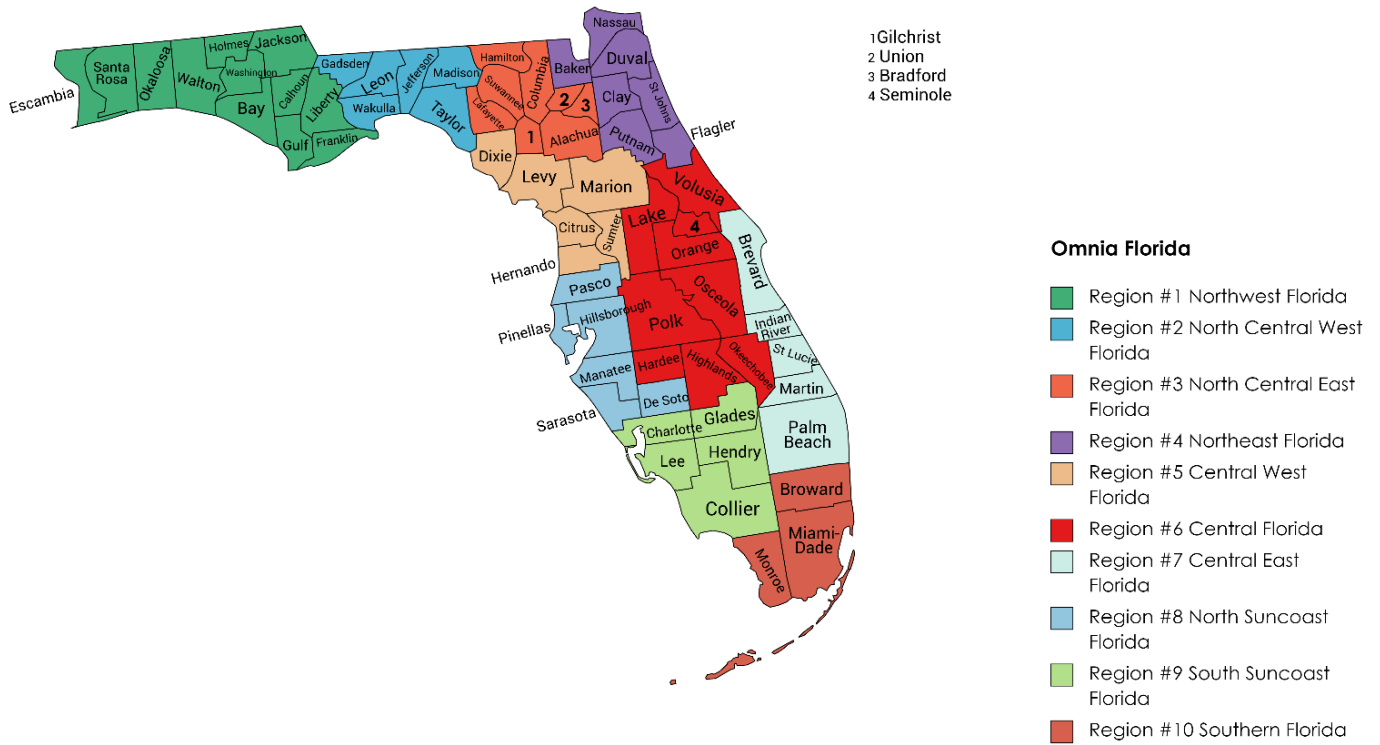
Section One: Instruction to Bidders and Award Process

**Invitation for Bid
Solicitation Table
Region 10, Southern Florida**

Contract Number	Trade	Bid Due Date and Time	Estimated Annual Value	Maximum Term
23-909-027-10-GC-A	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-GC-B	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-GC-C	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-GC-D	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-GC-E	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-GC-F	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-GC-G	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-GC-H	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-GC-I	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-GC-J	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-GC-K	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-GC-L	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-EC-A	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-EC-B	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-EC-C	Electrical Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-PC-A	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-PC-B	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-PC-C	Plumbing Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-APC-A	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-APC-B	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-APC-C	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-APC-D	Asphalt Paving/Concrete Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-CC-A	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-CC-B	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-CC-C	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-CC-D	Civil Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years

See map and county listing of geographical regions immediately following the Solicitation Tables.

5. MAP OF GEOGRAPHICAL REGIONS



6. FLORIDA COUNTY LISTINGS BY GEOGRAPHICAL REGION

Region 1, Northwest Florida

Escambia	Santa Rosa	Okaloosa	Walton
Holmes	Jackson	Washington	Bay
Calhoun	Liberty	Gulf	Franklin

Region 2, North Central West Florida

Gadsden	Leon	Wakulla	Jefferson
Madison	Taylor		

Region 3, North Central East Florida

Section One: Instruction to Bidders and Award Process

Hamilton	Suwannee	Lafayette	Columbia
Gilchrist	Union	Bradford	Alachua

Region 4, Northeast Florida

Nassau	Baker	Duval	Clay
St Johns	Putnam	Flagler	

Region 5, Central West Florida

Dixie	Levy	Marion	Citrus
Sumter	Hernando		

Region 6, Central Florida

Lake	Seminole	Orange	Osceola
Polk	Hardee	Highlands	Okeedhobee
Volusia			

Region 7, Central East Florida

Brevard	Indian River	St Lucie	Martin
Palm Beach			

Region 8, North Suncoast Florida

Pasco	Hillsborough	Pinellas	Manatee
Sarasota	De Soto		

Region 9, South Suncoast Florida

Charlotte	Glades	Lee	Hendry
Collier			

Region 10, Southern Florida

Broward	Miami Dade	Monroe	
---------	------------	--------	--

7. AWARD PROCESS

Award or rejection of bids: In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the most responsive and responsible low bid Respondent(s) based on the Combined Adjustment Factor as shown on the Bid, subject to, **Article 8 Bid Pricing: Adjustment Factors**, below. Bids that are materially non-responsive will be rejected and PCS will provide notice of rejection to the Respondent.

Bidders will be required to answer questions pertaining to its capabilities, qualifications, and experience, see **Section Two Bid Submission and Required Forms**. Information gathered from Section Two Bid Submission and Required Forms will be used to determine the responsibility of the bidder to perform the contract. Bidders should take great care in answering these questions as they will become part of the complete submitted bid.

8. BID PRICING: ADJUSTMENT FACTORS

Each Bidder must submit five (5) Adjustment Factors to be applied to every task in the CTC. The proposal will be an adjustment “decrease from” (e.g., 0.9800) or “increase to” (e.g., 1.1000) the Unit Prices listed in the CTC. The five (5) Adjustment Factors submitted by Bidder will be considered applicable to each opportunity identified in the Solicitation Table within the stated Trade. Proposers that submit separate Adjustment Factors for separate line items will be considered non-responsive and its bids will be rejected.

The Bidder's Adjustment Factors must include all of the Bidder's direct and indirect costs including, but not limited to, its costs for overhead, profit, bond premiums above the reimbursable amount, insurance, mobilization, Purchase Order Proposal development, and all contingencies in connection therewith. **See pages 00-1 – 00-6 of Section Four – The Construction Task Catalog** for a complete explanation of what is included in the Unit Prices and what is not.

The first Adjustment Factor: Normal Working Hours for Owner Funded Projects is to be applied to work to be accomplished during normal working hours for owner funded projects.

The second Adjustment Factor: Other Than Normal Working Hours or All Working Hours At Secured Locations for Owner Funded Projects is to be applied to work to be accomplished during other than normal working hours or all working hours at secured locations for owner funded projects.

The third Adjustment Factor: Normal Working Hours for Federally Funded Projects is to be applied to work to be accomplished during normal working hours for federally funded projects.

The fourth Adjustment Factor: Other Than Normal Working Hours or All Working Hours At Secured Locations for Federally Funded Projects is to be applied to work to be accomplished during other than normal working hours or all working hours at secured locations for federal funded projects.

The fifth Adjustment Factor: Non-Pre-Priced is for work tasks not identified in the Construction Task Catalog. IQCC includes a provision for establishing of prices for Work requirements which are within the general scope of IQCC but were not included in the CTC at the time of Contract award, see **Section Three; Job Order Contracting General Terms and Conditions, Article 3**. These Tasks are referred to as "Non Pre-priced Tasks (NPP)." NPP Tasks may require new specifications and drawings and may subsequently be incorporated into the CTC. The Proposers will offer an Adjustment Factor to be applied to the actual material, equipment, and labor cost for NPP work Tasks.

Adjustment Factors must be specified to the fourth decimal place. For example:

1	.	1	0	0	0
---	---	---	---	---	---

Section One: Instruction to Bidders and Award Process

Or

0	.	9	8	0	0
---	---	---	---	---	---

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

For bid evaluation purposes only, the following weighting of the Adjustment factors will be used to determine the Combined Adjustment Factor:

Adjustment Factors	Weight
NORMAL WORKING HOURS FOR OWNER FUNDED PROJECTS	50%
OTHER THAN NORMAL WORKING HOURS OR ALL WORKING HOURS AT SECURED LOCATIONS FOR OWNER FUNDED PROJECTS	20%
NORMAL WORKING HOURS FOR FEDERALLY FUNDED PROJECTS	10%
OTHER THAN NORMAL WORKING HOURS OR ALL WORKING HOURS AT SECURED LOCATIONS FOR FEDERALLY FUNDED PROJECTS	10%
NON-PRE-PRICED	10%

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.

PCS and OMNIA Partners designates Gordian as its contract administrator per. The Administrative Fee payments must be made payable to The Gordian Group and sent to the following address:

The Gordian Group, Inc. PO Box
 74008498
 Chicago, IL 60674-8498

Section One: Instruction to Bidders and Award Process

PCS, OMNIA Partners or Gordian may request records from the Contractor for all purchases through this Contract and payment of all Administrative Fees. If a discrepancy exists between the purchasing activity and the Administrative Fees paid, PCS, OMNIA Partners or Gordian will provide written notification to the Contractor of the discrepancy and allow the Contractor ten (10) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of PCS, OMNIA Partners or Gordian, reserve the right to engage a third party to conduct an independent audit of the Contractor's records and, in the event Contractor is not in compliance with this Contract, Contractor will, in addition to any Administrative Fees due, reimburse the appropriate party for the cost and expense related to such audit.

PCS, OMNIA Partners and Contractor hereby acknowledge Gordian, as the designated contract administrator. In the event any court action is brought to enforce payment of the Administrative Fees set forth above by any party or third-party beneficiary of this Contract, the prevailing party will be entitled to an award of reasonable attorneys' fees and collection costs.

10. UNBALANCING OF BIDS

A Bid may be removed from consideration if it is determined that the bidder has mathematically unbalanced their Bid to gain a competitive advantage. The Bid will be considered to be unbalanced if any Adjustment Factor is found to not cover the contractor's reasonable actual cost. Those costs would include a reasonable prorated share of their anticipated profit, overhead cost, and other indirect costs that the bidder anticipates for the performance of the work as determined by PCS and OMNIA Partners Bid Review Team.

11. COMPETITIVE RANGE

If a wide margin is found in the Adjustment Factors submitted in response to the solicitation; being too high or too low, then the Bid Review Team may establish a Competitive Range for the solicitation. If it is determined that a Bidder's Combined Adjustment Factor is too far outside the Competitive Range, then the bidder can be removed from consideration. The bidder shall be notified that they were determined to be outside the Competitive Range after award of the contracts.

12 TAXES

The Contractor will pay all sales, consumer, use and other similar taxes required by law for which an exemption does not exist. If the Contractor is required to pay sales tax on non-exempt material, equipment, services or other items purchased in connection with a Purchase Order, the Participating Public Agency will reimburse the Contractor for such tax, without mark-up, provided the Contractor submits the appropriate documentation therefor.

13. SELF PERFORMANCE REQUIREMENT

Contractor(s) for the Electrical Construction, Plumbing Construction, Asphalt Paving/Concrete Construction, and Civil Construction will perform with its own organization and forces not less than 51% of the total amount of labor hours performed at the project site through the working foreperson level. The percentage calculation does not include field superintendents or office management personnel.

14. ORDER OF PRECEDENCE

The precedence of the contract documents shall be as follows:

- Purchase Order or Notice to Proceed which may include plans, drawings, additional terms and conditions, and supplemental technical specifications.

Section One: Instruction to Bidders and Award Process

- Section One:
 - Pinellas County Schools Terms and Conditions
 - Special Conditions, Scope and Project Information
 - Instruction to Bidders and Award Process
- Section Two:
 - Bid Submission and Required Forms
- Section Three:
 - Job Order Contracting General Terms and Conditions
 - Requirement of Cooperative Contract
- Section Four Construction Task Catalogs
- Section Five Technical Specifications

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**Invitation to Bid
Job Order Contracting Services
In the State of Florida**

Contract Number: 23-909-027

August 11, 2022

Section Two:

- **Bid Submission and Required Forms**
 - **Submittals Check List**
 - **Bid Pricing Forms**
 - **Performance, Capability, Qualification and Experience Forms**
 - **Federal Funds Certifications and Forms**
 - **FEMA Special Conditions**

Section Three: Bid Submission and Required Forms

INTEGRITY OF BID DOCUMENTS

Bidders shall use the original Bid Proposal Forms provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Proposal Form if sufficient space is not available on the original form for the Bidders to enter a complete response. Any modifications or alterations to the original bid documents by the Bidders, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations that a Bidders wishes to propose must be clearly stated in the Bidder's proposal response and presented in the form of an addendum to the original bid documents.

FILLABLE BID FORMS

For your convenience, some of the forms which must be completed and submitted along with your bid will be posted along with the bid document on the Public Purchase website in a protected Word file format which will enable you to type your responses on the forms. The file will be named **Job Order Contracting Services In the State of Florida 23-906-027 bid forms**. Please use these forms to avoid the need to hand write information. If sufficient room has not been provided on the form to enable you to enter a complete response, please include a supplemental attachment if necessary. **Please note that this file may not include all the forms that should be submitted with your bid proposal so please check the Submittals Checklist for a complete list of requested and required submittals.**

(The rest of this page is intentionally left blank)

SUBMITTALS CHECKLIST

Company Name: _____

Signature of Buyer: _____

Signature of Evaluator: _____

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid proposal, we ask that you use this checklist to make sure you have enclosed all **Required** submittals before sealing and mailing your proposal.

The list below comprises the **Required Submittals**, and they **must be** submitted at the time you submit your bid or your bid will be declared non-responsive. **Submit One (1) complete hard copy of your bid, and one complete electronic copy on a flash drive.** Flash Drive must be labeled with Bid Number and Company Name.

Bidders Must fill out separate Bid Forms 1 & 2 for each individual Trade, Contract Opportunity and Geographic Region being bid. To be considered for all opportunities bidders must submit Bid Forms 1 and 2 for each contract opportunity separately. *For example, if you were going to respond to Region 1, Northwest Florida General Construction Contracts bidders will need to fill out 8 separate Bid Form 1 and 8 Separate Bid Form 2 to be considered for all 8 General Construction Contracts available. Please see Section One Instruction to Bidders and Award Process, 4. Solicitation Tables for information on Geographical Regions, Contract numbers, and Contract Trades available.*

Bidders need only submit Bid Forms 3-16 once regardless of how many contracts or geographical regions they are bidding

Verified by Bidders	Verified by Buyer	Verified by Evaluator	Description of Required Submittal	Page No.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 1: The Adjustment Factors	4-5
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 2: Calculation of the Combined Adjustment Factors	6-7
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 3: Addendum Acknowledgement Form	8
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 4: Sworn Statement Under Section 287.133(3)(A), Florida Statutes, Public Entity Crimes	9-10
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 5: Pinellas County District Schools Bid Protest Procedure	11-12

Section Three: Bid Submission and Required Forms | Submittals Checklist

Verified by Bidders	Verified by Buyer	Verified by Evaluator	Description of Required Submittal	Page No.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 6: Certificate of Insurance including evidence of workers compensation coverage	13-14
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 7: Company Profile Questionnaire	15-18
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 8: Diversity Vendor Certification Participation	19
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 9: Bonding Capacity Statement	20
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 10: Management Personnel	21-23
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 11: References and Experience Questionnaire	24
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 12: Value Add Questionnaire	25-28
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 13: Agreement to work in all Regions of the State	29
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 14: Federal Certifications	30-35
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 15: FEMA Special Conditions	36-50
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 16: Signature Form	51

Items listed should be submitted at the time you submit your bid to facilitate the bid evaluation process.

(The rest of this page is intentionally left blank)

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: _____

CONTRACTOR NAME: _____

GEOGRAPHIC REGION: _____

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:

	.				
--	---	--	--	--	--

(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:

	.				
--	---	--	--	--	--

(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:

	.				
--	---	--	--	--	--

(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:

	.				
--	---	--	--	--	--

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:

	.				
--	---	--	--	--	--

(Specify to four decimal places)

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

	.					
--	---	--	--	--	--	--

(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: _____

CONTRACTOR NAME: _____

GEOGRAPHICAL REGION: _____

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) | _____ |
| Line 2. | Multiply Line 1 by .50 | _____ |
| Line 3. | Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A) | _____ |
| Line 4. | Multiply Line 3 by .20 | _____ |
| Line 5. | Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A) | _____ |
| Line 6. | Multiply Line 5 by .10 | _____ |
| Line 7. | Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A) | _____ |
| Line 8. | Multiply Line 7 by .10 | _____ |
| Line 9. | Adjustment Factor for Non-Pre-Priced Line (5.A) | _____ |
| Line 10. | Multiply Line 9 by .10 | _____ |
| Line 11. | Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor) | _____ |

(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>	_____	DATED	_____	<i>ADDENDUM NO.</i>	_____	DATED	_____
<i>ADDENDUM NO.</i>	_____	DATED	_____	<i>ADDENDUM NO.</i>	_____	DATED	_____
<i>ADDENDUM NO.</i>	_____	DATED	_____	<i>ADDENDUM NO.</i>	_____	DATED	_____
<i>ADDENDUM NO.</i>	_____	DATED	_____	<i>ADDENDUM NO.</i>	_____	DATED	_____

(The rest of this page is intentionally left blank)

**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. _____

2. This sworn statement is submitted by _____ (Name of entity submitting sworn statement) whose business address is _____

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

4. My name is _____ and my relationship to the _____ (please print name of individual signing) entity name above is _____.

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.

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

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.)

_____ 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, not 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: _____

STATE OF _____

COUNTY OF _____

_____ 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 _____ day of _____, 20____.

NOTARY PUBLIC

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

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BID FORM 7: COMPANY PROFILE QUESTIONNAIRE

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

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

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

- 4. Who is your competition in the marketplace?**

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

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

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

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8. **Submit FEIN and Dunn & Bradstreet report.**

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

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

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

12. **Describe any green or environmental initiatives or policies.**

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.**

- 16. Describe any present or past litigation, bankruptcy or reorganization involving supplier.**

- 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**

- 19. Provide your safety record, safety rating, EMR and worker's compensation rate where available.**

- 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.**

- 23. If Supplier requires additional agreements with Participating Public Agencies, provide a copy of the proposal agreement herein.**

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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: _____
- 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: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Marketing

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Account Manager / Sales Lead

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

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Sales Support

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Contract Management (if different than the Sales Lead)

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Financial Reporting

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

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Billing & Reporting/Accounts Payable

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

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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
- b) Contact Name and Title
- c) City and State
- d) Phone Number
- e) Years Serviced
- f) Description of Services
- g) Annual Volume

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

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.

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.

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.
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
 - 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
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
 - b. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - c. Design, publication and distribution of co-branded marketing materials within first 90 days

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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
 - e. Design and publication of regional advertising in trade publications throughout the term of the Master Agreement
 - f. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - 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.
 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.
 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.
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.
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.
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.
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: _____

City/State/Zip: _____

Telephone No.: _____

If a partnership, names and addresses of partners:

Notarized

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public in and for the County of _____

State of _____

My commission expires: _____

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

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

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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 _____ 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 _____ 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 _____ 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 _____ 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 _____ 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 _____ 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 _____ 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 _____ 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 _____ 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 _____ 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 _____ 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 _____ 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 _____ 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.

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Does offeror agree? YES _____ 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:

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative : _____

Email Address:

Signature of Authorized Representative: _____ Date: _____

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

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,

- 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-KickbackAct.

- 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.

- 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.

- (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.

- 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, ¶ I; 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,

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grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Date

Name and Title of Contractor’s Authorized Official

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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

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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:

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

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: _____

Address: _____

City/ State/ Zip: _____

Telephone No: _____

Fax No: _____

Email Address: _____

Printed Name: _____

Position with Company: _____

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

**Invitation to Bid
Job Order Contracting Services
In the State of Florida**

Contract Number: 23-909-027

August 11, 2022

Section Three:

- Job Order Contracting General Terms and Conditions
- Attachment A Requirement For Cooperative Contract
 - Exhibit A – Response for Piggyback Contract
 - Exhibit B – Master intergovernmental Cooperative Purchasing Agreement, Example
 - Exhibit C – Principal Procurement Agency Certificate, Example
 - Exhibit D – Advertising Compliance Requirement

General Terms and Conditions for JOC

1. Definitions

Addendum or Addenda: The additional or modified provisions of the ITB Documents issued in writing by Pinellas County Schools (PCS) prior to the receipt of Bids.

Contract: The written agreement, also identified as the Master Agreement, between the Contractor and PCS identifying the Products & Services which will be made available to current and future Participating Public Agencies; the pricing for those Products & Services; and other Contract Documents incorporated in or referenced in the Contract and made part thereof as if provided therein.

Adjustment Factors: The Contractor's proposed price adjustment to the Unit Prices as published in the Construction Task Catalog, Section (TBD). Adjustment Factors are expressed as an increase to or decrease from the published prices.

IFB or ITB Documents: The Invitation to Bid Job Order Contracting Services in the State of Florida; Section One: Pinellas County Schools General Terms and Conditions, Special Conditions, Scope and Project information, Instruction to Bidders and Award Process; Section Two: Bid Submission and Required Forms; Section Three: Job Order Contracting General Terms and Conditions, Requirement for Cooperative Contract; Section Four: Construction Task Catalogs; Section Five: Technical Specifications.

Construction Task Catalog (CTC): A comprehensive listing of specific construction related Tasks, together with a specific unit of measurement and a Unit Price. Construction Task Catalog is a registered trademark of The Gordian Group, Inc.

Contract Documents: This Contract; the IFB/ITB Documents Section One: Pinellas County Schools General Terms and Conditions, Special Conditions, Scope and Project information, Instruction to Bidders and Award Process; Section Two: Bid Submission and Required Forms; Section Three: Job Order Contracting General Terms and Conditions, Requirement for Cooperative Contract; Section Four: Construction Task Catalogs; Section Five: Technical Specifications and Addenda thereto); all payment and performance bonds (if any); material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Purchase Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Proposal Packages, etc.) issued hereunder.

Supplier/Contractor: The legal entity named in the award letter with which PCS has contracted and is responsible for the acceptable performance of the Contract, and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of Contractor will be deemed to be a reference to Contractor.

Days: Calendar days.

Detailed Scope of Work: A document prepared following a Joint Scope Meeting which describes in detail the Work the Contractor will perform for a particular Purchase Order.

Holidays: The specific days designated by PCS, or the Project Labor Agreement as legal Holidays. PCS designates the following days as Holidays: New Year's Day, Martin Luther King Jr.'s Birthday,

Section Two: Job Order Contracting General Terms and Conditions

Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following day, and Christmas Day.

Joint Scope Meeting: A meeting, normally at the Project Site, to discuss the Work with the Contractor to assist in the development of the Detailed Scope of Work.

Lead Public Agency or Principal Procurement Agency: Means PCS in its capacity as the government entity to advertise and solicit bids for a competitive procurement process, evaluate bids and award the contract according to state statutes.

Non Pre-priced Task (NPP): A task not included in the Construction Task Catalog but within the general scope and intent of this Contract.

Participating Public Agency: Any entity that has registered with OMNIA Partners and has the option to piggyback off the resulting Master Agreement(s).

Price Proposal: The price proposal prepared by the Contractor using the Construction Task Catalog, Adjustment Factors and appropriate quantities.

Procurement: Means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Proposal Package: A group of documents and files consisting of the Price Proposal; incidental drawings, sketches, or specification information; quantity take-offs supporting all material quantities; catalog cuts providing information on materials or products, as specifically requested; list of known Subcontractors, construction schedule, back-up for any Non Pre-Priced Tasks, warranty information on special equipment or materials and or other such documentation as the Participating Public Agency may require.

Project: Collectively, the Work to be accomplished by the Contractor in satisfaction of a requirement or group of related requirements pursuant to one or more Purchase Orders.

Purchase Order. The document establishing the engagement by PCS or Participating Public Agency to the Contractor to complete a Detailed Scope of Work for the Purchase Order Price within the Purchase Order Completion Time.

Request for Proposal: The Participating Public Agency's written request for the Contractor to prepare and submit a Proposal Package for a specific Detailed Scope of Work.

Responsive Respondent: Means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation to bid or request for proposals.

Site: The area upon or in which the Contractor performs the Detailed Scope of Work and such other areas adjacent thereto as may be designated by PCS or the Participating Public Agency.

Solicitation: Means an invitation to bids, a request for technical offers, a request for proposals, a request for quotations or any other solicitation or request by which we invite a person to participate in a procurement.

Section Two: Job Order Contracting General Terms and Conditions

Specifications: Means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

State: The State of Florida.

Subcontractor: Any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or its Subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

Supplemental Purchase Order: A purchase order issued to add, delete or change Work from an existing, related Purchase Order.

Technical Specifications: The comprehensive listing of the Participating Public Agency's standards for quality of workmanship and materials, and the standard for the required quality of the Work.

Unit Price: The price published in the Construction Task Catalog for a Task.

Work: The labor, material, equipment, and services necessary or convenient to the completion of Purchase Orders.

Purchase Order Completion Time: The period of time set forth in the Purchase Order within which the Contractor must complete the Detailed Scope of Work.

Purchase Order Price: The value of the approved Price Proposal and the lump sum price to be paid to the Contractor for completing the Detailed Scope of Work within the Purchase Order Completion Time.

Vendor: Means any provider or seller of goods and/or services that has a contractual relationship with PCS.

Winning Supplier(s). The contractor(s) who have been awarded a contract as a result of this ITB.

2. Scope of Work

A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different Sites throughout the Regions. A Job Order Contract includes a Construction Task Catalog® containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.

As Projects are identified the Participating Public Agency (or the Participating Public Agency Designated Representative), with the assistance of Gordian, will identify Projects and develop a draft scope of the work. The Contractor and Gordian will then assist the Participating Public Agency in developing a final scope of work. The Participating Public Agency will then issue a Detailed Scope of Work and a Request for Proposals to the Contractor. The Contractor will then utilize Gordian's JOC System to prepare a Price Proposal for the Purchase Order including a Schedule, list of identified subcontractors, and other requested documentation such as cut sheets for materials. Gordian will assist the Participating Public Agency with Price Proposal review, and if the Price Proposal is found to be reasonable, the Participating Public Agency will issue a Purchase Order to Contractor.

Section Two: Job Order Contracting General Terms and Conditions

The Purchase Order will reference the Detailed Scope of Work and set forth the Purchase Order Completion Time, and the Purchase Order Price. The Contractor will perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price. Extra Work, credits, and deletions will be contained in Supplemental Purchase Orders calculated in the same manner.

If the Job Order Proposal Package is found to be complete and reasonable, a Job Order and Purchase Order may be issued.

A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. One or more Job Orders will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

The Contractor shall provide all pricing, management, incidental drawings, shop drawings, samples, documents, Work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment needed to complete each Job Order. The Contractor shall also be responsible for Site safety as well as Site preparation and cleanup during and after construction. All costs associated with the above scope of work and the preparation of proposals shall be the responsibility of the Contractor.

The Work shall be conducted by the Contractor in strict accordance with the Contract Documents. The Contractor shall maintain accurate and complete records, files and libraries of documents to demonstrate compliance with Federal, State, and local regulations, codes, applicable laws, and manufacturers' instructions and recommendations which are necessary and related to the Work to be performed.

The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide: materials lists to include trade names and brand names, and model materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary to complete the Job Order.

All Work shall comply with any applicable standards, including those specified in the Contract Documents. If the Job Order specifies a standard which is different or more stringent, the standard used in the Job Order shall control:

- Job Order Contract Technical Specifications
 - The Technical Specifications are numbered and organized in the Construction Specification Institute's (CSI) master format. All specifications are filed in divisions per CSI guidelines.
 - The intent of these specifications is to furnish concise industry and commercial standards for construction, maintenance or repair of Participating Public Agency facilities.
 - Reference in the Technical Specifications or the Construction Task Catalog® to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Proposer items that will be satisfactory.

3. Procedure for ordering work

Initiation of a job order: As the need exists, PCS (or their designated representative) will, on behalf of a Participating Public Agency , notify the Contractor of a Project and schedule a Joint Scope Meeting.

The Contractor will attend the Joint Scope Meeting to discuss, at a minimum:

- the general scope of the Work,
- alternatives for performing the Work and value engineering,
- access to the Site and protocol for admission,
- hours of operation,
- staging area,
- requirements for professional services, sketches, drawings, and specifications,
- requirements for catalog cuts, technical data, samples and shop drawings,
- project schedule,
- requirement for bonding
- the presence of hazardous materials, and
- date on which the Price Proposal Package is due

Upon completion of the joint scoping process, PCS (or their designated representative), working with the Participating Public Agency and the Contractor, will prepare a Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. PCS (or their designated representative) will issue a Request for Proposal that will require the Contractor to prepare a Proposal Package. The Detailed Scope of Work, unless modified by both the Contractor and PCS (or their designated representative), will be the basis on which the Contractor will develop its Price Proposal and PCS (or their designated representative) and the Participating Public Agency will evaluate the same. The Contractor does not have the right to refuse to perform any Task or any work in connection with a particular Project.

The Participating Public Agency may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the Participating Public Agency cannot agree on the quantities required, or for any other reason as determined by the Participating Public Agency . In all such cases, PCs (or their designated representative) shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

Preparation of the Job Order Proposal Package: The Contractor's Job Order Proposal Package shall include, at a minimum:

- Job Order Price Proposal;
- Required drawings or sketches;
- List of anticipated Subcontractors;
- Construction schedule;
- Other Participating Public Agency -requested documents.

The Job Order Price shall be the value of the approved Job Order Price Proposal.

Section Two: Job Order Contracting General Terms and Conditions

The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

Preparation of the Job Order Price Proposal: The Contractor will prepare Job Order Price Proposals in accordance with the following:

- **Pre-priced Tasks:** A Pre-priced Task is a Task described and for which a Unit Price is set forth in the Construction Task Catalog®. The Contractor will select the appropriate Pre-priced Tasks, and enter the accurate quantity, and the appropriate Adjustment Factor.
- **Non Pre-priced Tasks:** A Non Pre-priced Task is a Task which is not in the Construction Task Catalog®.
 - Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
 - Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
 - If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The Participating Public Agency may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.
 - The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

For Work Performed with the Contractor's Own Forces:

- A. The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;
- B. The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity;
- C. Lowest of three independent quotes for all materials
- Total for a Non Pre-priced Task performed with Contractor's Own Forces = $(A+B+C) \times \text{Non Pre-Priced Task Adjustment Factor}$

For Work Performed by Sub-contractors:

- $D = \text{Lowest of three Subcontractor quotes}$
- Total for a Non Pre-priced Task performed by Subcontractors = $D \times \text{Non Pre-Priced Task Adjustment Factor}$
- After a Non Pre-priced Task has been approved by PCS (or their designated representative), the Unit Price for such task will be established, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.

Section Two: Job Order Contracting General Terms and Conditions

- PCS (or their designated representative) determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
- If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid as required (**See Section Three: General Terms and Conditions for JOC, Article 19, Permits and filings**) the Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.

The Contractor's Job Order Proposal Package shall be submitted by the date indicated on the Job Order Request for Proposal. All incomplete Job Order Proposal Packages shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal Package will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal Package may be required quickly and the due date will be so indicated on the Job Order Request for Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.

If the Contractor requires clarifications or additional information regarding the Detailed Scope of Work in order to prepare the Job Order Proposal Package, the request must be submitted so that the submittal of the Job Order Proposal Package is not delayed.

Review of the Job Order Proposal Package.

- PCS (or their designated representative) will evaluate the entire Job Order Proposal Package and compare it with the Detailed Scope of Work to determine the reasonableness of approach, as well as the appropriateness of the tasks and quantities proposed.
 - The means and methods of construction shall be such as the Contractor may choose; subject however, to PCS (or their designated representative) right to reject means and methods proposed by the Contractor that:
 - Will constitute or create a hazard to the Work, or to persons or property; or
 - Will not produce finished Work in accordance with the terms of the Contract; or
 - Unnecessarily increases the price of the Job Order when alternative means and methods are available.
 - By submitting a Job Order Proposal Package, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Job Order Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to PCS (or their designated representative).

Delivery of the Job Order to the Participating Public Agency .

- PCS (or their designated representative) reaches an agreement with the Contractor on the Job Order Proposal Package and any requested revision thereto, if applicable, the PCS (or their designated representative) will deliver the Job Order for the Participating Public Agency 's consideration.
- Each Job Order shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Job Order Contract shall be applicable to each Job Order. The Purchase Order, issued by the Participating Public Agency and delivered to the Contractor constitutes the Participating Public Agency 's acceptance of the Job Order.
- Once the Job Order has been submitted to the Participating Public Agency the Contractor is bound by its content.

Review of the Job Order by the Participating Public Agency and Issuance of Purchase Order.

- The Participating Public Agency will evaluate the entire Job Order and compare it with the Participating Public Agency 's estimate of the Detailed Scope of Work to determine the reasonableness of approach, price, and other factors.
- The Participating Public Agency reserve the right to reject a Job Order or cancel a Project for any reason. The Participating Public Agency also reserves the right not to issue a Purchase Order if it is determined to be in the best interests of the Participating Public Agency. The Participating Public Agency may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal Package (including incidental architectural and engineering services), Subcontractor costs, and the costs to review the Job Order Proposal Package with PCS (or their designated representative) and the Participating Public Agency.
- The Participating Public Agency may request changes to or clarifications of any part of the Job Order. The Contractor and PCS (or their designated representative) will work together to make any requested revisions in a timely manner and resubmit a revised Job Order.
- Upon approval by the Participating Public Agency, the Participating Public Agency may issue a Notice to Proceed, a Purchase Order, Notice of Award, or similar document accepting the Contractor's offer.
- If performance and payment bonding is required, or if a separate and /or special insurance certificate is required. The Contractor will deliver such requirements to the PCS Participating Public Agency within ten (10) days of notification of the requirement.

In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by PCS. The Contractor shall begin the Work for a Job Order as directed by the Participating Public Agency notwithstanding the absence of a fully developed Job Order Request for Proposal, Detailed Scope of Work, Job Order Proposal Package or Job Order. The Contractor shall be compensated for such Work as if the Work had been ordered under the standard procedures.

4. Job Order Contracting Software and System License

Job Order Contracting Software: The Owner selected The Gordian Group's (Gordian) Job Order Contracting ("JOC") System for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC software applications (JOC Applications) and construction cost data (Construction Task Catalog®), which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Price Proposals, subcontractor lists, and other requirements specified by the Owner. Contractor's use, in whole or in part, of Gordian's JOC Applications, Construction Task Catalog® and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the Owner is strictly prohibited unless otherwise approved in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following JOC System License.

JOC System License: Gordian hereby grants to the Contractor for the term of this Contract, a non-exclusive right, non-transferable, privilege, and license to Gordian's proprietary JOC System (comprised of the JOC software applications and support documentation, the CTC, construction cost data, Technical Specifications, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian (collectively referred to as "Proprietary Information"). The Proprietary Information will be used for the sole purpose of executing Contractor's responsibilities to PCS and the Participating Public Agency s under this Contract ("Limited Purpose"). In the event this Contract expires or terminates as provided herein, or the Gordian's contract with PCS expires or terminates, this JOC System License will terminate, and the Contractor will return all Proprietary Information in its possession to Gordian.

Contractor acknowledges that Gordian will retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor will have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor must not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract, and must at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Contract by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian will be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this JOC System License to enforce the provisions of this Contract or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party will be entitled to recover from the

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other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any Order, Purchase Order or similar purchasing document (Purchase Order) issued by PCS or a Participating Public Agency, this JOC System License will take precedence.

5. Term of Contract and Purchase Orders Issued

The term of the Contract 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.

A Job Order may be issued by a Participating Public Agency at any time during the term of this Contract Agreement even though the Work and the payments made for such Work may occur after the term ends. All the provisions of this Contract Agreement are incorporated into each Job Order issued hereunder.

6. Option to Bilaterally Extend Contract

The term of the Contract 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.

In the event the Contract Agreement expires before another bid is awarded, The District, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the District's intent to renew shall be provided by the District in writing to the Contractor Supplier prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

The Construction Task Catalog issued with this solicitation will be in effect for the first year of this contract (i.e., until December 31, 2022). 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. The new Construction Task Catalog will be effective for the 12-month period after the anniversary date. The Construction Task Catalog that accompanies each anniversary shall only apply to Purchase Orders issued after the effective date of that specific renewal term and shall have no impact on Purchase Orders issued prior to the effective date of that specific renewal term.

The Adjustment Factors submitted with the Contractor's Proposal shall be used for the full term of the Contract. On the annual anniversary of the Contract, PCS shall issue the Contractor the new Construction Task Catalog. The Contractor shall use the Construction Task Catalog in effect on the date the Proposal is due. However, the Contractor cannot delay the issuance of a Proposal to take advantage of a scheduled update of the Construction Task Catalog. In that event the Contractor shall use the Construction Task Catalog that would have been in effect without delay.

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PCS's eziQC Contract is powered by Gordian's Construction Task Catalogs which have been created exclusively for these contracts. The Construction Task Catalog is a collection of construction and construction related tasks with pre-established Unit Prices. As part of this contract new Construction Task Catalogs will be published annually by Gordian's team of data analysts who monitor the escalation and de-escalation of construction material, equipment and labor costs through multiple industry standard indicators. The issuance of new Construction Tasks Catalogs will include updated unit prices as determined through research completed by Gordian's data team. The new Construction Task Catalog will ensure competitive pricing for Participating Public Agencies and Contractors throughout the duration of the contract.

7. Regions

Contractor will primarily work in the Bid Region designated. However, if both parties agree, the Contractor may work in another Bid Region at the Adjustment Factors proposed or as adjusted according to Article 6 above. If a Contractor holds multiple contracts, when performing work outside the Bid regions it will always use the contract that results in the lowest price for the Participating Public Agency.

Contractor shall extend all Contract terms and conditions to any new Participating Public Agency in the Bid Region designated, as well as any other Bid Region, throughout the Contract term.

8. Assignment of Work

The assignment of the Work is at the sole discretion of the Participating Public Agency. The Contractor's Adjustment Factors, performance history, and ability to perform the Work will be considered in determining the distribution of the Work.

Participating Public Agencies may request the use of BidSafe to Select a Contractor. BidSafe is a propriety software product of Gordian that offers a secure, online construction procurement process. The use of BidSafe will be subject to Gordian's BidSafe Requirements.

9. Changes

Changes to the Contract Agreement may be accomplished after execution of the Contract Agreement and without invalidating the Contract, by Change Order.

Changes to a Job Order: The Participating Public Agency reserves the right to make, in writing, at any time during the Work, changes in the Detailed Scope of Work as are necessary to satisfactorily complete the Project, and to delete in whole or in part, or to add to, the Detailed Scope of Work. The Participating Public Agency, without invalidating the Job Order, may order changes in the Work by issuing a Supplemental Job Order. Changes, deletions, or additions will not invalidate the Job Order nor release the surety, if any, and the Contractor agrees to perform the Work as altered.

Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors and multiplied by the appropriate quantities. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

10. Payment and Performance Bonds and Material and Workmanship Bonds

If required by the Participating Public Agency for a particular Job Order, the Contractor shall deliver a Payment Bond and a Performance Bond equal to the Job Order Price of such Job Order. The bonds

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must be in a form, and executed by a surety, acceptable to the Participating Public Agency. The bonds must be received before the Notice to Proceed will be issued. The Contractor shall be compensated for the cost of the bonds up to 2% of the Job Order Price through the Reimbursable Fee work task in the Construction Task Catalog®. The Contractor shall apply a 1.1000 Adjustment Factor to the Reimbursable Fee task in the Construction Task Catalog® rather than applying one of the Contractor's proposed Adjustment Factors.

11. Prevailing Wage and Participating Public Agency Participation Requirements

If required on a Job Order, the Contractor shall pay prevailing wages to all workers in accordance with applicable laws. The wage rates used for the Construction Task Catalog® were the prevailing wage rates, if any; in effect at the time the ITB Documents were issued. In the performance of the work, however, contractor shall be fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the State Department of Labor, at the time the Work is performed. If the State Department of Labor revises the prevailing rate of hourly wages to be paid for the Work prior to completion of the Project, the revised rate shall apply from the effective date of such revision, however such revision shall not entitle Contractor to any increased compensation.

If other wage rates are required by law, the Contractor shall pay such wages to all workers in accordance with the applicable laws. If the Job Order is performed in whole or in part using federal funding and Davis-Bacon Wages for that area/region apply, the Contractor shall pay Davis-Bacon Wages to all workers in accordance with applicable laws. If Davis-Bacon Wages are required on a Job Order, the requirement shall not entitle Contractor to any increased compensation.

Contractors shall meet any participation goals or requirements established by the Participating Public Agency ordering the Work, and/or satisfy the intent of said goals or requirements, with regard to Small, Local, Minority, Women, Veteran or Disadvantaged Business Enterprises. Additional participation goals may be incorporated into the Job Order Request for Proposal or Detailed Scope of Work.

12. Personnel

The Contractor will employ competent personnel for the development of the Project's Detailed Scope of Work, the preparation of the Price Proposal and the execution of the Work. During the performance of the Work, the superintendent assigned to the Project will represent the Contractor, and communications given to the superintendent will be as binding as if given to the Contractor. Important communications must be confirmed in writing. Other communications will be similarly confirmed on written request in each case.

13. Supervision

The Contractor shall supervise and direct the performance of the Detailed Scope of Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. If the Detailed Scope of Work gives specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the Site safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the

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Contractor shall give timely written notice to the Participating Public Agency and shall not proceed with that portion of the Work without further written instructions from the Participating Public Agency .

The Contractor shall be responsible to the Participating Public Agency for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor or any of its Subcontractors.

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

14. Participating Public Agency 's Access to the Work

The Contractor shall provide the Participating Public Agency access to the Work at all times.

15. Participating Public Agency 's Right to Stop Work

The Participating Public Agency may order the Contractor to stop the Work on any Job Order, or any portion thereof, at any time for any reason.

16. Participating Public Agency 's Right to Complete Work

If the Contractor has been ordered to stop the Work, the Participating Public Agency may, without prejudice to other remedies, have the Work completed by any available means.

17. Review of Field Conditions

Before submitting a Job Order Proposal Package, the Contractor shall carefully study the Detailed Scope of Work, as well as the information furnished by the Participating Public Agency, shall take field measurements of any existing conditions related to the Work and shall observe any conditions at the Site affecting it. Any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the PCS and the Participating Public Agency.

Any design errors or omissions noted by the Contractor during this review shall be reported promptly to PCS and the Participating Public Agency, but it is recognized that the Contractor's review is made in the Contractor's capacity as a Contractor and not as a licensed design professional. The Contractor is not required to ascertain that the Detailed Scope of Work is in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, any nonconformity discovered by or made known to the Contractor shall be reported promptly to the PCS and the Participating Public Agency.

18. Workmanship and Quality

The Contractor may make substitutions only with the consent of the Participating Public Agency.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in the portions of the Work assigned to them.

19. Permits and Filings

Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and

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information that may be required. If the Contractor is required to pay an application fee for filing a Project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be reimbursable. The Contractor shall be compensated for the cost of the filings and permits through the Reimbursable Fee work task in the Construction Task Catalog®. The Contractor shall apply a 1.1000 Adjustment Factor to the Reimbursable Fee task in the Construction Task Catalog® rather than applying one of the Contractor's proposed Adjustment Factors. Contractor shall submit written documentation of such fees. The 10% mark-up shall cover all costs over and above the filing and permit fees, including expeditor fees.

The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

It is not the Contractor's responsibility to ascertain that the Detailed Scope of Work is in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that any portion of the Detailed Scope of Work is at variance therewith, the Contractor shall promptly notify PCS and the Participating Public Agency in writing.

20. Architectural and Engineering Services

Under this Contract it is expected that the level of Architecture and Engineering (A/E) services and design, if any, will be incidental to the Contract and therefore any cost associated with this is to be included in the Contractor's Adjustment Factors. If the level of A/E services for a Purchase Order requires that the Contractor provide stamped drawings and plans, the Contractor will be reimbursed according to the appropriate Task in the CTC. The Contractor will be required, as on any construction project, to provide shop drawings, as-built drawings, project layout drawings and sketches as required.

The preparation of incidental drawings/plans, specifications, shop drawings, product data and samples, as-builts and all other documentation required herein by the Contractor as required by individual Purchase Orders is part of the Scope of Work of this Contract and the cost there of will be included in the Contractor's Adjustment Factors.

21. Shop Drawings, Product Data and Samples

Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Detailed Scope of Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Detailed Scope of Work. Submittals which are not required by the Contract Documents may be returned by the Participating Public Agency without action.

The Contractor shall review for compliance with the Contract Documents, approve and submit to the Participating Public Agency Shop Drawings, Product Data, Samples and similar submittals required with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Participating Public Agency or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Participating Public Agency without action.

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By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Detailed Scope of Work and of the Contract Documents.

The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Participating Public Agency.

The Work shall be performed in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Participating Public Agency's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Participating Public Agency in writing of such deviation at the time of submittal and (1) the Participating Public Agency has given written approval to the specific deviation as a minor change in the Work, or (2) a Supplemental Job Order or written notice has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Participating Public Agency's approval thereof.

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Participating Public Agency on previous submittals. In the absence of such written notice the Participating Public Agency's approval of a resubmission shall not apply to such revisions.

All costs for normal submittal information (shop drawings, cut sheets, performance information, installation or erection drawings, etc.) are to be considered included in the CTC line-item costs. Any adjustment desired is to be incorporated into the contractor's Adjustment Factors.

The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Detailed Scope of Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Detailed Scope of Work, the Participating Public Agency will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Project Participating Public Agency Manager. The Participating Public Agency shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Participating Public Agency has specified to the Contractor all performance and design criteria that such services must satisfy. The Participating Public Agency will review, approve or take other appropriate action on submittals only for the limited purpose of

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checking for conformance with information given and the design concept expressed in the Detailed Scope of Work. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Detailed Scope of Work.

22. Cutting and Patching

The Contractor shall be responsible for cutting, fitting or patching required to complete the Detailed Scope of Work or to make its parts fit together properly.

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Participating Public Agency or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Participating Public Agency or a separate contractor except with written consent of the Participating Public Agency and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Participating Public Agency or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

23. Installation

Equipment and/or product installation shall be performed in a reasonable amount of time and be scheduled directly with the public agency. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by a skilled, certified and properly licensed individual.

24. Punch List Completion

The Contractor understands and agrees that time is of the essence in closing out the Work of this Contract. Upon Substantial Completion of the Work, the Punch List will be transmitted to the Contractor from the Participating Public Agency. The Contractor agrees to begin performance of Punch List Work immediately after receipt of the Punch List.

Failure of the Contractor or its Subcontractors to begin the Punch List Work within three (3) business days after receipt of the Punch List will be construed as failure to prosecute the Work of the Contract.

Punch List Work will be continuously prosecuted once begun and completed within thirty (30) Days from the receipt of the Punch List. Should the Contractor fail to complete the Punch List within this period of time, the liquidated damages from the Contract General Conditions will apply.

25. Cleaning Up

The Contractor shall keep the Site and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Job Order. At completion of the Work, the Contractor shall remove from and about the Site all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

If the Contractor fails to clean up, the Participating Public Agency may do so and the cost thereof shall be charged to the Contractor.

26. Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold PCS and the Participating Public Agency harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Participating Public Agency . However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Participating Public Agency.

27. Indemnification

To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by insurance purchased by the Contractor, the Contractor shall indemnify and hold harmless the PCS, the Participating Public Agency , consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

28. Subcontractors

The Contractor, as soon as practicable after award of the Job Order, shall furnish in writing to the Participating Public Agency the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the Work. The Participating Public Agency will promptly reply to the Contractor in writing stating whether or not, after due investigation, Contractor has reasonable objection to any such proposed person or entity. Failure of the Participating Public Agency to reply promptly shall constitute notice of no reasonable objection.

The Contractor shall not contract with a proposed Subcontractor or entity to whom the Participating Public Agency has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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If the Participating Public Agency has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Participating Public Agency has no reasonable objection.

29. Coordination with Other Contractors

The Participating Public Agency reserves the right to perform construction or operations related to the Job Order with the Participating Public Agency's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Site.

The Participating Public Agency shall provide for coordination of the activities of the Participating Public Agency's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Participating Public Agency in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Participating Public Agency until subsequently revised.

30. Request for Extension of Time

If the Contractor is delayed at any time in the commencement or progress of the Detailed Scope of Work by an act or neglect of the Participating Public Agency, or of an employee of either, or of a separate contractor employed by the Participating Public Agency, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the Participating Public Agency determines may justify delay, then the Job Order Completion Time shall be extended for such reasonable time as the Participating Public Agency may determine.

The Contractor agrees to make no claim for damages for the delay in the performance of any Job Order occasioned by any act or omission to act of the Participating Public Agency or any of their representatives and agrees that any such claim shall be fully compensated for by an extension of time as provided herein.

31. Buyer Delays

The contractor will negotiate with the Participating Public Agency for the recovery of damages related to expenses incurred by the contractor for a delay for which the public agency is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties. Compensation for received goods, terms of progress payments, and a schedule of payments should be described in the contract.

32. Construction Contract Requirement

Terms for acceptance by the public agency and title to work must be clearly agreed upon and described in the contract between the contractor and the Participating Public Agency. If any part of the construction requires the owner to assume control before the completion, this needs to be defined. Both parties must agree on the definition of what constitutes final acceptance before payment of any retained compensation. Upon completion of the project, the worksite shall be left in good condition and equal to the condition of the site prior to commencing the project.

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If any work is to be performed by the Participating Public Agency, it must be clearly defined and agreed to by the Participating Public Agency and the prime contractor prior to the start of the project.

33. Construction Schedule

The Participating Public Agency retains the right to extend the schedule of work or to suspend the work and direct the prime contractor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any delay or suspension. Any increases will be invoiced as allowed in this agreement.

The schedule for performance of work that can be met without planned overtime is the responsibility of the prime contractor.

The cost for each project shall include all costs of all necessary trained personnel to complete the project on or before the completion date set forth in the contract. The Participating Public Agency shall not incur additional expense for upsized crews or overtime costs, which might be necessary for the contractor to complete the project on schedule.

34. Coordination

The contractor and the Participating Public Agency shall coordinate activities so as to avoid conflicts. The contractor will make every effort not to interrupt scheduled activities with work under this contract. The contractor will notify the public agency of any construction work that may negatively impact scheduled public agency activities.

The contractor shall employ such methods or means as will not cause any interruption of, or interference with work of any other contractor on the project site.

35. Condition and Delivery of Construction Material

The contractor will deliver materials to the worksite in new, dry, unopened, and well- marked containers showing product and prime contractor's name clearly marked. Delivery of damaged or unlabeled materials will not be accepted.

The contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the public agency's designated contact person.

The contractor shall take all necessary precautions to protect materials from damage, theft and misuse. The public agency shall have no responsibility for such precautions or lack of protection.

Damaged or rejected materials shall be immediately removed from the project area.

36. Partial Occupancy or Use

The Participating Public Agency may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Participating Public Agency and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing

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concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Participating Public Agency. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Participating Public Agency and Contractor.

Immediately prior to such partial occupancy or use, the Participating Public Agency and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

37. Identification and Security Requirements

The Contractor shall comply with all identification and security requirements that the Participating Public Agency may establish.

38. Protection of Persons and Property

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- employees on the Work and other persons who may be affected thereby.
- the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Detailed Scope of Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Participating Public Agency and users of adjacent sites and utilities.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is

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responsible, except damage or loss attributable to acts or omissions of the Participating Public Agency or anyone directly or indirectly employed by it, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations included herein.

The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Participating Public Agency.

The Contractor shall not permit any part of the construction or Site to be loaded so as to endanger safety.

39. Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Participating Public Agency, or with the appropriate public authority. The Contractor shall give the Participating Public Agency timely notice of when and where tests and inspections are to be made so that the Participating Public Agency may be present for such procedures.

If the Participating Public Agency or public authorities having jurisdiction determine that portions of the Work require, through no fault of the Contractor, additional testing, inspection or approval, the Participating Public Agency will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Participating Public Agency, and the Contractor shall give timely notice to the Participating Public Agency of when and where tests and inspections are to be made so that the Participating Public Agency may be present for such procedures. Such costs shall be at the Participating Public Agency's expense.

If such procedures for testing, inspection or approval reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures shall be at the Contractor's expense.

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Participating Public Agency.

If the Participating Public Agency is to observe tests, inspections or approvals required by the Contract Documents, the Participating Public Agency will do so promptly and, where practicable, at the normal place of testing.

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

40. Hazardous Materials

If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to lead based paint, asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the Contractor, the

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Contractor shall, upon recognizing the condition, immediately stop the Work in the affected area and report the condition to the Participating Public Agency in writing.

The Participating Public Agency shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Participating Public Agency shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the Task of removal or safe containment of such material or substance. The Contractor will promptly reply to the Participating Public Agency in writing stating whether it has reasonable objection to the persons or entities proposed by the Participating Public Agency. If the Contractor has an objection to a person or entity proposed by the Participating Public Agency, the Participating Public Agency shall propose another to whom the Contractor has no reasonable objection. When the material or substance has been rendered harmless, the Work in the affected area shall resume upon written agreement of the Participating Public Agency and Contractor. The Job Order Completion Time shall be extended appropriately.

To the fullest extent permitted by law, the Participating Public Agency shall indemnify and hold harmless the Contractor, and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described herein and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

The Participating Public Agency shall not be responsible for materials and substances brought to the Site by the Contractor unless such materials or substances were required by the Detailed Scope of Work.

If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing the Work as required by the Contract Documents, the Participating Public Agency shall indemnify the Contractor for all cost and expense thereby incurred.

41. Insurance

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**.

42. 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 coverages at a future date and allows for a wide distribution of those packaged coverages.

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 contractor's 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:

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

43. 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

44. 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,

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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

45. All Builders Risk Insurance

Where specifically required in the Detailed Scope of Work, the Contractor will provide, before the Purchase Order is issued, Builders' Risk Insurance in an amount at least equal to the Purchase Order Price in a form and by a carrier acceptable to Participating Public Agency. The cost of such Builders Risk Policy will be reimbursed to the Contractor as a reimbursable task.

46. Pollution Liability Insurance

If a Project involves asbestos abatement encapsulation or other activities involving hazardous materials, the Contractor, Subcontractor or other party responsible for such Work will procure and maintain a liability insurance policy issued to and covering the liability, of the Contractor, Subcontractor or other party engaged in the removal, or handling of hazardous materials, for bodily injury, illness, sickness or property damage caused by exposure in an amount not less than \$2,000,000 per occurrence and \$2,000,000 aggregate. The cost of Pollution Liability Insurance is included in the Unit Prices and will not be reimbursed separately.

47. Licenses

The Contractor must maintain valid and current federal, state, and local licenses, bonds, and permits required for the operation of the business that the Contractor conducts with PCS and Participating Public Agencies.

48. Labor Practices

The contractor must agree to treat its labor in keeping with the labor contract agreement and to the best interest of the Participating Public Agency. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the Participating Public Agency must be limited to only those approved by the Participating Public Agency.

The method and manner of performance must be stated: employees of the contractor are not employees of the Participating Public Agency. The level of competency of the personnel will be subject to approval by the Participating Public Agency. The contractor must agree to comply with all local, state and federal laws. The contractor must make every effort to ensure that adjoining property owners are in no way disturbed by noise, pollutants, material hauling operations. The contractor must establish procedures to deal with fire, theft, and storm damage. The contractor must test and establish effective methods to guarantee safety on the job site relating to the health and welfare of the Participating Public Agency's employees.

Participating Public Agency's shall have the right to require the contractor to remove from the project, any employee or representative, subcontractor or supplier that may be deemed incompetent, careless, or unacceptable.

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To ensure quality of workmanship, all work performed under this contract shall be performed by experienced, trained, certified and/or licensed craftsmen and laborers, and shall be under the supervision of the foremen or supervisor.

The contractor shall furnish the services of an experienced foreman or supervisor who will continually oversee work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work being performed under this contract.

49. Liquidated Damages

If provided for in the Invitation to Bid, PCS or the Participating Public Agency may assess liquidated damages for each day after the Purchase Order Completion Time that the Detailed Scope of Work is not complete. It is understood and agreed by and between Contractor, PCS, and the Participating Public Agency, that time is of the essence in all matters relating to Liquidated Damages. The liquidated damages will be determined on a Purchase Order by Purchase Order basis.

50. Project Completion

Upon completion of the work, the contractor shall present the Participating Public Agency with all documents necessary to close out the project. Maintenance manuals, drawings, warranties on installed equipment, etc. shall be given to the Participating Public Agency.

If the Participating Public Agency discovers an unfinished job that should have been completed, even if final payments are made, the contractor will complete the work in a timely fashion at no additional cost.

51. Public Works

The contractor shall be responsible for the preservation of all public and private property included on or adjacent to the worksite. The requirement shall apply to the surface and hidden features of the property.

Construction work on public buildings shall be in compliance with all currently applicable state and local building, plumbing, electrical, fire, fire prevention and mechanical codes.

52. Restoration

The contractor shall agree to repair, rebuild or otherwise restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at the contractor's expense and is not subject to reimbursement by the Participating Public Agency.

53. Retention

Retention payments will be governed by any applicable state and local laws in the area where work is being performed, and by any supplemental agreement made between the Participating Public Agency and the contractor.

If the Participating Public Agency and the contractor agree to a substitute security, the agreement must be in full compliance with any applicable state and local laws. If a substitute security is agreed to, the contractor must provide the Participating Public Agency with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against the public agency.

54. Compliance with Laws

In connection with the performance of this Agreement, the Contractor shall comply with all applicable laws, rules and regulations. The parties hereto agree that every provision of law required to be inserted herein be deemed a part hereof. It is further agreed that if any such provision is not inserted or is incorrectly inserted, through mistake or otherwise, this Agreement shall be deemed amended so as to comply strictly with the law.

55. Rules Regulations and Codes

All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state, or local fire or safety requirements. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the Participating Public Agency of the situation. The contractor will not construct any device or produce any condition that intentionally violates a fire or safety code or standard.

The contractor must advise the Participating Public Agency whenever work is expected to be hazardous to Participating Public Agency employees or their charges (i.e. school children, citizens, etc.).

56. Severance

If the Contract Documents contains any unlawful provision not an essential part of the Contract Documents and which will not appear to have been a controlling or material inducement to the making thereof, the same will be deemed of no effect and will, upon notice by either party, be deemed stricken without affecting the binding force of the remainder.

57. Worksite

The condition of the site before start-up will be agreed upon between the buyer and the contractor and will be written into the contract.

Upon prior written agreement between the contractor and the Participating Public Agency, payment may be made for materials not incorporated in the work but delivered and suitably stored at the worksite or some other location, for installation at a later date. An inventory of the stored materials must be provided to the Participating Public Agency prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the contractor against loss and damage. The contractor agrees to provide proof of coverage and/or addition of the Participating Public Agency as an additional insured upon the Participating Public Agency's request. Additionally, if stored offsite, the materials must also be clearly identified as property of the Participating Public Agency and be separated from other materials. The Participating Public Agency must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Public Agency, it shall be the contractor's responsibility to protect all materials and equipment. The contractor warrants and guarantees that title for all work, materials and equipment shall pass to the public agency upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

58. Computer Software

The Contractor must maintain at its office for its use a computer with an internet connection. The Contractor will be furnished with a copy of the internet based eGordian® software which will allow the Contractor to generate Price Proposals. This software program contains an electronic copy of the Construction Task Catalog and allows the Contractor to select items and quantities for use in a particular Price Proposal. The software generates a Price Proposal in a preset format acceptable to the Participating Public Agency. There is no separate charge to the Contractor for the software and the related software training.

59. Equal Employment Opportunity

All Suppliers, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by the District and their contractors or subgrantees). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation).

60. Contract Hours And Work Safety Standards Act

All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the District and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation).

61. Davis-Bacon Wage Act

All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the District and subgrantees when required by Federal grant program legislation). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation for construction or repair in excess of \$2000).

62. Copeland "Anti-Kickback" Act

All Suppliers, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation for construction or repair).

63. Solid Waste Disposal Act

It is the contractor's responsibility for any federally assisted contracts that may result from this ITB or at the Participating Public Agency's request to comply with section 6002 of the Solid Waste Disposal Act which is incorporated in this contract by the reference:

<https://www3.epa.gov/wastes/conservation/tools/cpg/pdf/rcra-6002.pdf>. It is the Participating Public Agency's responsibility to inform the vendor before work begins if a project is federally assisted.

64. Claims and Disputes

All claims or disputes between the Participating Public Agency and Contractor will be resolved by Participating Public Agency's representative.

65. Audits

PCS and OMNIA Partners, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

66. Warranty

Contractor must guarantee items to be free from manufacturer's defects and that defective items will be replaced. Contractor must guarantee standard commercial warranty be provided on all materials and labor. In the event of failure, the Contractor agrees to repair or replace such units at no cost to the PCS and the Participating Public Agency.

During the warranty period, neither the final payment nor any provision of the Contract Documents shall relieve the contractor of responsibility for faulty materials, design, workmanship, manufacture, assembly or installation. If after due notice Contractor fails to comply with warranty provisions, Participating Public Agency may, at their option, have the defects corrected or items replaced from the best available source and the Contractor shall be liable for all related expenses incurred by the Participating Public Agency.

All Work furnished under this Contract shall be guaranteed against defective materials and workmanship, improper performance and non-compliance with the Contract Documents for a period of one year after final acceptance of the Work, except as otherwise specified in other parts of the Contract Documents, or within such longer period of time as may be prescribed by law or provided by the manufacturer.

67. MATERIAL PRICE SPIKE ADJUSTMENT

Material price spike adjustment: For the purpose of this clause, a "major spike" is defined as a spike in a specific material cost of more than 25% above what the cost of that material was on the date the Construction Task Catalog® was issued.

In the event a major spike occurs in a specific material cost, CONTRACTOR may submit a request for a price modification to a Unit Price or individual Job Order. In order to initiate such a request, CONTRACTOR shall,

- i. Identify the specific material that has experienced a major spike,
- ii. Identify Pre-priced Task(s) or Job Orders that require the material experiencing a major spike, and

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- iii. Demonstrate that the spike exists by submitting a minimum of three quotes on material supplier letterhead to show that the current price meets the “major spike” definition above.

PCS or Participating Public Agency, after review of a request, may elect to adjust the Unit Price or Job Order by considering it a Non-Pre-Priced item. The adjustment will be for the difference between the material cost at the time the Construction Task Catalog® was issued times the quantity stated in the Job Order. The adjustment will not include any other markup, and the Non-Pre-Priced adjustment factor will not apply.

PCS or Participating Public Agency, at its option, may also determine that a drastic decrease in a material cost warrants the same Non-Pre-Priced adjustment downward in the Unit Price or a Job Order.

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ATTACHMENT A



**REQUIREMENTS FOR COOPERATIVE CONTRACT
TO BE ADMINISTERED BY
OMNIA PARTNERS AND GORDIAN**

The following documents are used in evaluating and administering cooperative contracts and are included for Supplier’s review and response.

EXHIBIT A

RESPONSE FOR PIGGYBACK CONTRACT

1.0 Scope of Piggyback Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement between Supplier and OMNIA Partners or Gordian.

1.1 Requirement

Pinellas County Schools, FL (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting responses for Job Order Contracting Products and Services. The intent of this Solicitation is any contract between Principal Procurement Agency and Supplier resulting from this Solicitation (“Master Agreement”) be made available to other public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement (“MICPA”), an example of which

is attached as Exhibit B, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. When Public Agencies register with OMNIA Partners, they are not obligated or committed to use contracts that may be awarded as a result of this Solicitation but may piggyback the contract(s) if they choose. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between Gordian and/or the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Gordian and/or the Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state they service, including but not limited to Florida.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers in order to serve Participating Public Agencies through OMNIA Partners. The questions in Exhibit A are also included throughout Bid Forms 1-16 of the solicitation and answers only need to be responded to as part of the bid form (no need for duplication).

These requirements are incorporated into and are considered an integral part of this Solicitation. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this Solicitation acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement, OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national or regional basis.

OMNIA Partners has assigned a Director of Partner Development and will also assign the Supplier a Director of Partner Development who, in conjunction with Gordian, will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between Gordian, the Supplier, and OMNIA Partners. The Director of Partner Development will work with Gordian and the Supplier to develop a

comprehensive strategy to promote the Master Agreement and will connect Gordian and the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Gordian and the Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Gordian and the Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Gordian and the Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$300M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them

through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this Solicitation made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a local, regional, and/or national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners and Gordian. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement.

1.5 Objectives of Piggyback Program

This Solicitation is intended to achieve the following objectives regarding availability through OMNIA Partners' program:

- A. Provide a comprehensive competitively solicited and awarded piggyback agreement offering the Services and/or Products covered by this solicitation to Participating Public Agencies;

- B. Establish the Master Agreement as the Supplier’s primary go to market strategy to Public Agencies;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier’s need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier’s executive management, (2) the Master Agreement is Supplier’s primary “go to market” strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate cooperative account manager within the Solicitation response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies and further commits that if a Participating Public Agency is eligible for lower pricing through a different contract (to include a national, state, regional or local or cooperative contract held by the Supplier), the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners whether state or nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to Gordian. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier should supply the following information, to the best of their ability, in order for the Principal Procurement Agency to determine Supplier’s abilities to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of employees, and if applicable sales persons, sales persons) employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
 - a. Minority Women Business Enterprise
 Yes No
If yes, list certifying agency: _____
 - b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
 Yes No
If yes, list certifying agency: _____
 - c. Historically Underutilized Business (HUB)
 Yes No
If yes, list certifying agency: _____
 - d. Historically Underutilized Business Zone Enterprise (HUBZone)
 Yes No
If yes, list certifying agency: _____
 - e. Other recognized diversity certificate holder
 Yes No
If yes, list certifying agency: _____

- H. 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.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. 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.
- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.
- B. While the intention is for products and services to be provided locally to agencies within the Principal Procurement Agency's region and/or state, include both any region or additional states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Identify all other companies that will be involved in providing the products/service to the end user.
- D. Provide the number, size and location of Supplier's offices or facilities.

3.3 Marketing and Sales

- A. 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:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. 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
- B. 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 nationwide immediately upon award, that could include, but is not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), 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
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. 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
- C. 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.
- D. 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.
- E. 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:

Section Three: Requirement For Cooperative Contract | Exhibit A – Response for Piggyback Contract

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
- F. Confirm Supplier will train its sales force on the Master Agreement. At a minimum, sales training should include:
 - i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
 - i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. 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.
- I. Explain in detail how the sales teams will work with Gordian and the OMNIA Partners team to implement, grow and service the program.
- I. 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.
- J. 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.
- K. 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.

- L. 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.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. 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.
 - iii. 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).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.
 - v. Detail Supplier's strategies under these options when responding to a solicitation.

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EXHIBIT B

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and

Section Three: Requirement For Cooperative Contract | Exhibit B – Master Intergovernmental
Cooperative Purchasing Agreement, Example

that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a

Section Three: Requirement For Cooperative Contract | Exhibit B – Master Intergovernmental Cooperative Purchasing Agreement, Example

Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal

Procurement Agencies:

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC

Authorized Signature

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

EXHIBIT C
PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] (“**Principal Procurement Agency**”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

EXHIBIT D

ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing invitation to bid for purposes of complying with the procedural requirements of said statutes:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

**Invitation to Bid
Job Order Contracting Services
In the State of Florida**

Contract Number: 23-909-027

August 11, 2022

Section Two:

- **Bid Submission and Required Forms**
 - **Submittals Check List**
 - **Bid Pricing Forms**
 - **Performance, Capability, Qualification and Experience Forms**
 - **Federal Funds Certifications and Forms**
 - **FEMA Special Conditions**

Section Three: Bid Submission and Required Forms

INTEGRITY OF BID DOCUMENTS

Bidders shall use the original Bid Proposal Forms provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Proposal Form if sufficient space is not available on the original form for the Bidders to enter a complete response. Any modifications or alterations to the original bid documents by the Bidders, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations that a Bidders wishes to propose must be clearly stated in the Bidder's proposal response and presented in the form of an addendum to the original bid documents.

FILLABLE BID FORMS

For your convenience, some of the forms which must be completed and submitted along with your bid will be posted along with the bid document on the Public Purchase website in a protected Word file format which will enable you to type your responses on the forms. The file will be named **Job Order Contracting Services In the State of Florida 23-906-027 bid forms**. Please use these forms to avoid the need to hand write information. If sufficient room has not been provided on the form to enable you to enter a complete response, please include a supplemental attachment if necessary. **Please note that this file may not include all the forms that should be submitted with your bid proposal so please check the Submittals Checklist for a complete list of requested and required submittals.**

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SUBMITTALS CHECKLIST

Company Name: _____

Signature of Buyer: _____

Signature of Evaluator: _____

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid proposal, we ask that you use this checklist to make sure you have enclosed all **Required** submittals before sealing and mailing your proposal.

The list below comprises the **Required Submittals**, and they **must be** submitted at the time you submit your bid or your bid will be declared non-responsive. **Submit One (1) complete hard copy of your bid, and one complete electronic copy on a flash drive.** Flash Drive must be labeled with Bid Number and Company Name.

Bidders Must fill out separate Bid Forms 1 & 2 for each individual Trade, Contract Opportunity and Geographic Region being bid. To be considered for all opportunities bidders must submit Bid Forms 1 and 2 for each contract opportunity separately. *For example, if you were going to respond to Region 1, Northwest Florida General Construction Contracts bidders will need to fill out 8 separate Bid Form 1 and 8 Separate Bid Form 2 to be considered for all 8 General Construction Contracts available. Please see Section One Instruction to Bidders and Award Process, 4. Solicitation Tables for information on Geographical Regions, Contract numbers, and Contract Trades available.*

Bidders need only submit Bid Forms 3-16 once regardless of how many contracts or geographical regions they are bidding

Verified by Bidders	Verified by Buyer	Verified by Evaluator	Description of Required Submittal	Page No.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 1: The Adjustment Factors	4-5
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 2: Calculation of the Combined Adjustment Factors	6-7
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 3: Addendum Acknowledgement Form	8
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 4: Sworn Statement Under Section 287.133(3)(A), Florida Statutes, Public Entity Crimes	9-10
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 5: Pinellas County District Schools Bid Protest Procedure	11-12

Section Three: Bid Submission and Required Forms | Submittals Checklist

Verified by Bidders	Verified by Buyer	Verified by Evaluator	Description of Required Submittal	Page No.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 6: Certificate of Insurance including evidence of workers compensation coverage	13-14
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 7: Company Profile Questionnaire	15-18
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 8: Diversity Vendor Certification Participation	19
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 9: Bonding Capacity Statement	20
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 10: Management Personnel	21-23
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 11: References and Experience Questionnaire	24
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 12: Value Add Questionnaire	25-28
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 13: Agreement to work in all Regions of the State	29
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 14: Federal Certifications	30-35
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 15: FEMA Special Conditions	36-50
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 16: Signature Form	51

Items listed should be submitted at the time you submit your bid to facilitate the bid evaluation process.

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BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: _____

CONTRACTOR NAME: _____

GEOGRAPHIC REGION: _____

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:

--	--	--	--	--	--	--	--

(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:

--	--	--	--	--	--	--	--

(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:

--	--	--	--	--	--	--	--

(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:

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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:

	.				
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(Specify to four decimal places)

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

	.					
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(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: _____

CONTRACTOR NAME: _____

GEOGRAPHICAL REGION: _____

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) | _____ |
| Line 2. | Multiply Line 1 by .50 | _____ |
| Line 3. | Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A) | _____ |
| Line 4. | Multiply Line 3 by .20 | _____ |
| Line 5. | Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A) | _____ |
| Line 6. | Multiply Line 5 by .10 | _____ |
| Line 7. | Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A) | _____ |
| Line 8. | Multiply Line 7 by .10 | _____ |
| Line 9. | Adjustment Factor for Non-Pre-Priced Line (5.A) | _____ |
| Line 10. | Multiply Line 9 by .10 | _____ |
| Line 11. | Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor) | _____ |

(Bid Form 2 Continued on The Next Page)

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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>	_____	DATED	_____	<i>ADDENDUM NO.</i>	_____	DATED	_____
<i>ADDENDUM NO.</i>	_____	DATED	_____	<i>ADDENDUM NO.</i>	_____	DATED	_____
<i>ADDENDUM NO.</i>	_____	DATED	_____	<i>ADDENDUM NO.</i>	_____	DATED	_____
<i>ADDENDUM NO.</i>	_____	DATED	_____	<i>ADDENDUM NO.</i>	_____	DATED	_____

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**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. _____

2. This sworn statement is submitted by _____ (Name of entity submitting sworn statement) whose business address is _____

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

4. My name is _____ and my relationship to the _____ (please print name of individual signing) entity name above is _____.

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.)

_____ 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, not 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: _____

STATE OF _____

COUNTY OF _____

_____ 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 _____ day of _____, 20_____.

NOTARY PUBLIC

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?**

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

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

- 4. Who is your competition in the marketplace?**

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

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

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

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8. **Submit FEIN and Dunn & Bradstreet report.**

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

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

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

12. **Describe any green or environmental initiatives or policies.**

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.**

- 16. Describe any present or past litigation, bankruptcy or reorganization involving supplier.**

- 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**

- 19. Provide your safety record, safety rating, EMR and worker's compensation rate where available.**

- 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.**

- 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: _____
- 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: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Marketing

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Account Manager / Sales Lead

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

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Sales Support

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Contract Management (if different than the Sales Lead)

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Financial Reporting

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

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Billing & Reporting/Accounts Payable

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

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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
- b) Contact Name and Title
- c) City and State
- d) Phone Number
- e) Years Serviced
- f) Description of Services
- g) Annual Volume

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

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.

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.

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.
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
 - 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
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
 - b. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - c. Design, publication and distribution of co-branded marketing materials within first 90 days

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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
 - e. Design and publication of regional advertising in trade publications throughout the term of the Master Agreement
 - f. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - 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.
 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.
 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.
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.
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.
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.
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: _____

City/State/Zip: _____

Telephone No.: _____

If a partnership, names and addresses of partners:

Notarized

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public in and for the County of _____

State of _____

My commission expires: _____

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 _____ 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 _____ 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 _____ 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 _____ 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 _____ 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 _____ 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 _____ 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 _____ 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 _____ 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 _____ 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 _____ 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 _____ 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 _____ 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.

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Does offeror agree? YES _____ 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:

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative : _____

Email Address:

Signature of Authorized Representative: _____ Date: _____

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

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,

- 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-KickbackAct.

- 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.

- 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.

- (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.

- 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, ¶ I; 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,

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grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Date

Name and Title of Contractor’s Authorized Official

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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

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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:

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

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: _____

Address: _____

City/ State/ Zip: _____

Telephone No: _____

Fax No: _____

Email Address: _____

Printed Name: _____

Position with Company: _____

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

Invitation to Bid
Job Order Contracting Services
In the State of Florida
Contract Number: 23-909-027

Links to the CTC's can be found below:

Region 1 – Northwest FL

Distribution: <https://fortive.box.com/s/e98chctqkothpdd82kupl7f4mnnz1lfo>

Region 2 – North Central West FL

Distribution: <https://fortive.box.com/s/yt5zfgqz4q4e8mrs8fs2spgqh0oc49jq>

Region 3 – North Central East FL

Distribution: <https://fortive.box.com/s/vvuxs63gl5dlhub3ukj52wp65hy9w0t7>

Region 4 – Northeast FL

Distribution: <https://fortive.box.com/s/9qjvpf831ukve821wjhyughbbri7z5g6>

Region 5 – Central West FL

Distribution: <https://fortive.box.com/s/c1uok2n0nywx3sq96fpui5j186m2qk5x>

Region 6 – Central FL

Distribution: <https://fortive.box.com/s/mqaetw6lea7p0jrnjr0pqupnug38vzru>

Region 7 – Central East FL

Distribution: <https://fortive.box.com/s/c6inf0kxbgurzyitpxbnx9cmbweejkae>

Region 8 – North Suncoast FL

Distribution: <https://fortive.box.com/s/c2a6fie8as7ejdxfo51l18b0el31id>

Region 9 – South Suncoast FL

Distribution: <https://fortive.box.com/s/is58dmsd4ks39kwcu5o3azeegryxv5>

Region 10 – Southern FL

Distribution: <https://fortive.box.com/s/12oz7mg78nb32fg604afknuacqvs8lp>

Link to the Technical Specifications can be found below

Master Technical Specifications

Distribution: <https://fortive.box.com/s/y57w9onnwjroabip4ljsgea8ncx6hi3>

III. Contractor's Response to the ITB with Contractor's Signature

BID TITLE:	Job Order Contracting Services In the State of Florida	BID NO.	23-909-027
BUYER:	Joe Benjamin, NIGP-CPPO, CPPO, CPPB		
PHONE	727-588-6143		
ISSUE DATE:	August 11, 2022		
BID DUE DATE AND TIME: <u>September 15, 2022 @ 3:00 PM ET</u>		BID OPENING ROOM: A308	

SUBMITTALS:

Certain Submittals are required with this bid. See the **SUBMITTALS CHECKLIST** found in Section Two: Bid Submission and Required Forms for details. **Submit One (1) complete hard copy of your bid, and one complete electronic copy on a flash drive.** Flash Drive must be labeled with Bid Number and Company Name. Bids should include all information and submittals requested herein. Incomplete bids may be declared non-responsive.

PURCHASES BY OTHER PUBLIC AGENCIES (D.O.E. Regulation #6A1.012 (5)): - With the consent and agreement of the successful Bidders(s), purchases may be made under this bid by other governmental agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

Note to Bidders:

A. A signed bid submitted to the School Board obligates the Bidders to all terms, conditions and specifications stated in this bid document, unless exceptions are taken and clearly stated in the Bidder's bid documents.

B. Bids received after the date & time specified will not be accepted.

Delivery days after receipt of order: _____ Date Submitted: _____

BIDDERS MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED

Company Name:	<u>Harbor Construction Inc</u>	FEIN:	<u>38-3686455</u>
Address:	<u>7340 SW 48 st, suite 102, Miami FL 33155</u>	Telephone:	<u>305 603 9944</u>
City, State:	_____	Zip:	_____
		FAX:	<u>305 603 9437</u>

NON COLLUSION: - The Bidders, by affixing its signature to this bid, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

Signature of Owner or Authorized Officer/Agent	<u>Leyla De la Espiella</u>	E-mail:	<u>Ldeloe@harborconstruction.com</u>
Typed Name of Above:	<u>Leyla De la Espiella</u>	Title:	<u>VP.</u>

NO BID: I hereby submit a "no bid" for the reasons checked below:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient time to respond | <input type="checkbox"/> Could not meet Insurance requirements |
| <input type="checkbox"/> Addenda were received too late to respond | <input type="checkbox"/> Could not meet bonding requirements |
| <input type="checkbox"/> Could not meet specifications | <input type="checkbox"/> We do not offer the product or service requested |
| <input type="checkbox"/> Specifications were unclear or restrictive | <input type="checkbox"/> Our schedule will not permit us to respond |
| <input type="checkbox"/> Terms & Conditions were unclear or restrictive | <input type="checkbox"/> We do not bid directly |
| <input type="checkbox"/> Keep our company on this bid list for future bids | <input type="checkbox"/> Remove our company name from this bid list for future bids |

(23-909-27)

SUBMITTALS CHECKLIST

Company Name: Harbour Construction Inc

Signature of Buyer: _____

Signature of Evaluator: _____

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid proposal, we ask that you use this checklist to make sure you have enclosed all **Required** submittals before sealing and mailing your proposal.

The list below comprises the **Required Submittals**, and they **must be** submitted at the time you submit your bid or your bid will be declared non-responsive. **Submit One (1) complete hard copy of your bid, and one complete electronic copy on a flash drive.** Flash Drive must be labeled with Bid Number and Company Name.

Bidders Must fill out separate Bid Forms 1 & 2 for each individual Trade, Contract Opportunity and Geographic Region being bid. To be considered for all opportunities bidders must submit Bid Forms 1 and 2 for each contract opportunity separately. *For example, if you were going to respond to Region 1, Northwest Florida General Construction Contracts bidders will need to fill out 8 separate Bid Form 1 and 8 Separate Bid Form 2 to be considered for all 8 General Construction Contracts available.* **Please see Section One Instruction to Bidders and Award Process, 4. Solicitation Tables** for information on Geographical Regions, Contract numbers, and Contract Trades available.

Bidders need only submit Bid Forms 3-16 once regardless of how many contracts or geographical regions they are bidding

Verified by Bidders	Verified by Buyer	Verified by Evaluator	Description of Required Submittal	Page No.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 1: The Adjustment Factors	4-5
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 2: Calculation of the Combined Adjustment Factors	6-7
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 3: Addendum Acknowledgement Form	8
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 4: Sworn Statement Under Section 287.133(3)(A), Florida Statutes, Public Entity Crimes	9-10
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 5: Pinellas County District Schools Bid Protest Procedure	11-12

Section Three: Bid Submission and Required Forms | Submittals Checklist

Verified by Bidders	Verified by Buyer	Verified by Evaluator	Description of Required Submittal	Page No.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 6: Certificate of Insurance including evidence of workers compensation coverage	13-14
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 7: Company Profile Questionnaire	15-18
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 8: Diversity Vendor Certification Participation	19
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 9: Bonding Capacity Statement	20
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 10: Management Personnel	21-23
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 11: References and Experience Questionnaire	24
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 12: Value Add Questionnaire	25-28
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 13: Agreement to work in all Regions of the State	29
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 14: Federal Certifications	30-35
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 15: FEMA Special Conditions	36-50
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Form 16: Signature Form	51

Items listed should be submitted at the time you submit your bid to facilitate the bid evaluation process.

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BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: 23-909-027 / General Contractor

CONTRACTOR NAME: Harbour Construction Inc

GEOGRAPHIC REGION: Central East 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	.	0		1	1
---	---	---	--	---	---

(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	.	0		1	1
---	---	---	--	---	---

(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	.	0		1	1
---	---	---	--	---	---

(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	.	0		1	1
---	---	---	--	---	---

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	1	0	
---	---	---	---	---	--

(Specify to four decimal places)

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

1	.	0	9	4	1	0
---	---	---	---	---	---	---

(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 / General Contractor

CONTRACTOR NAME: Harbour Construction Inc

GEOGRAPHICAL REGION: Central East 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>1.0 11</u>
Line 2.	Multiply Line 1 by .50	<u>0. 40</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>1.0 11</u>
Line 4.	Multiply Line 3 by .20	<u>0.21 2</u>
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	<u>1.0 11</u>
Line 6.	Multiply Line 5 by .10	<u>0.10 1</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>1.0 11</u>
Line 8.	Multiply Line 7 by .10	<u>0.10 1</u>
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	<u>1.210</u>
Line 10.	Multiply Line 9 by .10	<u>0.1211</u>
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	<u>1.0941</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 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: 23-909-027 / General Contractor

CONTRACTOR NAME: Harbour Construction Inc

North Suncoast Florida

GEOGRAPHIC REGION: _____

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	.	0		1	1
---	---	---	--	---	---

(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	.	0		1	1
---	---	---	--	---	---

(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	.	0		1	1
---	---	---	--	---	---

(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	.	0		1	1
---	---	---	--	---	---

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	1	0	
---	---	---	---	---	--

(Specify to four decimal places)

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

1	.	0	9	4	1	0
---	---	---	---	---	---	---

(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 / General Contractor

CONTRACTOR NAME: Harbour Construction Inc

GEOGRAPHICAL REGION: 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>1.0 11</u>
Line 2.	Multiply Line 1 by .50	<u>0. 40</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>1.0 11</u>
Line 4.	Multiply Line 3 by .20	<u>0.21 2</u>
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	<u>1.0 11</u>
Line 6.	Multiply Line 5 by .10	<u>0.10 1</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>1.0 11</u>
Line 8.	Multiply Line 7 by .10	<u>0.10 1</u>
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	<u>1.210</u>
Line 10.	Multiply Line 9 by .10	<u>0.1211</u>
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	<u>1.0941</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 / General Contractor

CONTRACTOR NAME: Harbour Construction Inc

GEOGRAPHIC REGION: 10 Southern 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	.	0		1	1
---	---	---	--	---	---

(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	.	0		1	1
---	---	---	--	---	---

(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	.	0		1	1
---	---	---	--	---	---

(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	.	0		1	1
---	---	---	--	---	---

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	1	0	
---	---	---	---	---	--

(Specify to four decimal places)

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

1	.	0	9	4	1	0
---	---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

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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.

(The rest of this page is intentionally left blank)

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: 23-909-027 / General Contractor

CONTRACTOR NAME: Harbour Construction Inc

GEOGRAPHICAL REGION: 10 Southern 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>1.0 11</u>
Line 2.	Multiply Line 1 by .50	<u>0. 40</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>1.0 11</u>
Line 4.	Multiply Line 3 by .20	<u>0.21 2</u>
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	<u>1.0 11</u>
Line 6.	Multiply Line 5 by .10	<u>0.10 1</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>1.0 11</u>
Line 8.	Multiply Line 7 by .10	<u>0.10 1</u>
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	<u>1.210</u>
Line 10.	Multiply Line 9 by .10	<u>0.1211</u>
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	<u>1.0941</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:

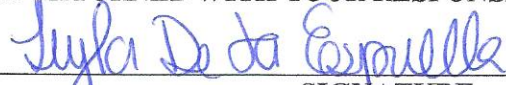
<i>ADDENDUM NO.</i>	<u>1</u>	DATED	<u>9/2/2022</u>	<i>ADDENDUM NO.</i>	_____	DATED	_____
<i>ADDENDUM NO.</i>	_____	DATED	_____	<i>ADDENDUM NO.</i>	_____	DATED	_____
<i>ADDENDUM NO.</i>	_____	DATED	_____	<i>ADDENDUM NO.</i>	_____	DATED	_____
<i>ADDENDUM NO.</i>	_____	DATED	_____	<i>ADDENDUM NO.</i>	_____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


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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


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 sine the meeting was non-mandatory. The link to the meeting recording is:
<https://gordian.zoom.us/rec/share/o3MBaxYAWYORG4GjDNaYlaqxEnfg3bmjvakqiPGg5OUW923GEP80aWiu78yUor2J.PC11pCfPZKIFUrRX>
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 Harbour Construction Inc (Name of entity submitting sworn statement) whose business address is 7340 SW 48 Street, Suite 102, Miami, FL 33155

3. and (if applicable) its Federal Employer Identification Number (FEIN) is 38-368-6455. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

4. My name is Leyla De La Espriella and my relationship to the Harbour Construction Inc (please print name of individual signing) entity name above is Vicepresident.

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, not 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.)

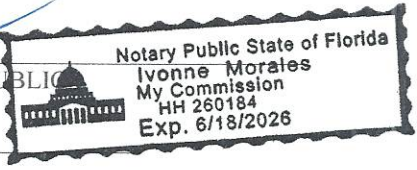
Layla De la Espriella
(Signature)
Date: 9/7/22

STATE OF Florida
COUNTY OF Miami-Dade

Layla De La Espriella 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 13th day of September, 20 22.

Ivonne Morates
NOTARY PUBLIC
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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/06/2022

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 have ADDITIONAL INSURED provisions or 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 Eastern Insurance Group, Inc. 7400 SW 50th Terrace Suite 100 Miami FL 33155	CONTACT NAME: Amanda Nogues PHONE (A/C, No, Ext): (305) 595-3323 FAX (A/C, No): (305) 595-7135 E-MAIL ADDRESS: amanda@easterninsurance.net
INSURER(S) AFFORDING COVERAGE	
INSURED Harbour Construction Inc. 7340 SW 48 Street Suite 102 Miami FL 33155	INSURER A: Kinsale Insurance Company NAIC # 38920 INSURER B: Allstate Insurance Company 19232 INSURER C: Colony Insurance Company 39993 INSURER D: Insurance Company of the West 27847 INSURER E: AXIS Surplus Insurance Co. 26620 INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Master 22-23 **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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		0100139208-1	01/29/2022	01/29/2023	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ Excluded</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ Excluded	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
	EACH OCCURRENCE	\$ 1,000,000																			
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PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			648950807	01/29/2022	01/29/2023	<table style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PIP-Basic</td><td style="text-align: right;">\$ 10,000</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	PIP-Basic	\$ 10,000				
	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
	BODILY INJURY (Per person)	\$																			
	BODILY INJURY (Per accident)	\$																			
	PROPERTY DAMAGE (Per accident)	\$																			
PIP-Basic	\$ 10,000																				
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XS175688	01/29/2022	01/29/2023	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
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	\$																				
D	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 checked="" type="checkbox"/> N	N/A	Y	WFL-5045492-03	01/06/2022	01/06/2023	<table style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000	
	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																			
	E.L. EACH ACCIDENT		\$ 1,000,000																		
E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			
E	Contractors Pollution Liability & Professional Liability			CP004560-02-2022	06/23/2022	06/23/2023	<table style="width: 100%; border-collapse: collapse;"> <tr><td>Each Claim</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>Aggregate</td><td style="text-align: right;">\$2,000,000</td></tr> </table>	Each Claim	\$1,000,000	Aggregate	\$2,000,000										
		Each Claim	\$1,000,000																		
Aggregate	\$2,000,000																				

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

Additional insured applies to certificate holder with respects to General Liability when required by written contract. Waiver of subrogation applies to workers compensation when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Pinellas County, a Political Subdivision of the State of Florida 400 South Fort Harrison Avenue Clearwater FL 33756	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <div style="text-align: center;"> </div>
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BID FORM 7: COMPANY PROFILE QUESTIONNAIRE

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

Harbour Construction Inc

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

7340 SW 48 Street, Suite 102, Miami, FL 33155

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

Harbour Construction has been serving South Florida for over 19 years with full service General Contracting and Construction Management services. Harbour Construction offers a wide array of general contracting services. These services include but are not limited to commercial, residential, municipal, and industrial and restorative minded projects. We are also approved JOC contractors.

4. **Who is your competition in the marketplace?**

Other General Contracting Firms

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

20 employees in South Florida.

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

N/A

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

2019: \$ 6,475,000.00

2020: \$ 8,151,978.00

2021: \$ 6,431,159.00

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8. Submit FEIN and Dunn & Bradstreet report.

FEIN: 38-3686455.

D&B Report is attached within bid package. Please note that Harbour Construction is not active with D&B, that being the reason our report has nothing on it.

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

2019: \$ 6,415,000.00

2020: \$ 8,151,978.00

2021: \$ 6,231,159.00

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

By continuing to deliver high quality construction with integrity we continually earn the trust and business of new clients.

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

As your Construction Managers/Owners representative we will make your priorities into our own. Harbour Construction will monitor the design phase, construction scheduling, costs, performance, and quality for you. We will also care after your payment applications, inspections and project close out to promote a healthy hand-off. These elements are instrumental aspects of construction practices and should be cared for by a skilled team of experts. Harbour can satisfy this important role for you. We will provide all the necessary personnel, information and input so that decisions can be reached in a collaborative manner. Working hand in hand will provide the project the attention it deserves thus guaranteeing a positive outcome

12. Describe any green or environmental initiatives or policies.

HCI Qualifier is LEED Certified AP. We believe in sustainable building practices

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.

Enclosed in the bid package is SBE Certification from Miami Dade County.

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.

Depending on the project awards and/or Minority owned requirements HCI can provide a list of Sub-contractors that will be job specific.

16. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

N/A

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

N/A

19. Provide your safety record, safety rating, EMR and worker's compensation rate where available.

EM rating which is 0.2 effective 1/ /2022.
WC codes and net rates
Carpentry Code 403 net rate .0
Project Manager Code 0 net rate 0.93

20. Provide any additional necessary details as it relates to standard ordering methods and payment terms.

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HCI will source materials and the like by competitive means Minimum 3 bids
Payments to be net 30 from pay app approval

22. Provide your company's subcontracting plan, as described in the scope herein.

Advertisements will be made for every project for all sub-contracting needs. HCI will look to hire different vendors for various projects to distribute projects and opportunities

23. If Supplier requires additional agreements with Participating Public Agencies, provide a copy of the proposal agreement herein.

N/A

(The rest of this page is intentionally left blank)

LIVE REPORT

HARBOUR CONSTRUCTION INC

OUT OF BUSINESS SINGLE LOCATION

60-080-4103

800 N Ocean Dr, Hollywood, FL, 33019, United States Of America
BrownMi@DNB.com

This business is considered inactive due to bankruptcy, merger/acquisition, or the inability to confirm active operations at this location.

Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name	Current Status	Details
PAYDEX®	UNAVAILABLE	
Delinquency Score	UNAVAILABLE	
Failure Score	UNAVAILABLE	
D&B Viability Rating	UNAVAILABLE	View More Details
Bankruptcy Found	N	
D&B Rating	NQ	Not Quoted. No longer active or unable to confirm active operations at this location.

COMPANY PROFILE ?

D-U-N-S 60-080-4103	Mailing Address UNITED STATES	Employees 35
Ownership Not publicly traded		Named Principal Leila Esperilla, PRESIDENT
		Line of Business Building maintenance services
		SIC 73490202
		NAICS 561790

OVERALL BUSINESS RISK ?

OUT OF BUSINESS

Dun & Bradstreet thinks...

This business is considered inactive due to bankruptcy, merger/acquisition, or the inability to confirm active operations at this location.

FAILURE SCORE ? (Formerly Financial Stress Score)

OUT OF BUSINESS

Dun & Bradstreet thinks...

This business is considered inactive due to bankruptcy, merger/acquisition, or the inability to confirm active operations at this location.

DELINQUENCY SCORE ⓘ (Formerly Commercial Credit Score)

OUT OF BUSINESS

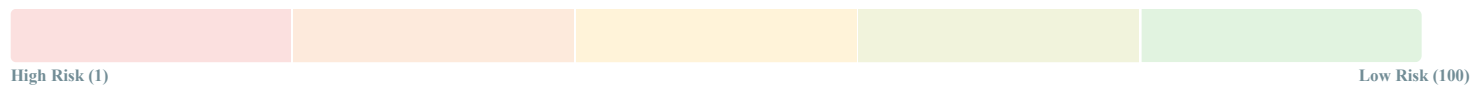
Dun & Bradstreet thinks...

This business is considered inactive due to bankruptcy, merger/acquisition, or the inability to confirm active operations at this location.

D&B PAYDEX® ⓘ



D&B PAYDEX - 3 MONTHS ⓘ



PAYDEX® TREND CHART ⓘ



D&B RATING ⓘ

Special Rating

NQ : Inactivity or unconfirmed business activity

Current Rating

LEGAL EVENTS

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	0	-
Suits	0	-
UCC	0	-

FINANCIAL OVERVIEW - BALANCE SHEET



No Data Available

FINANCIAL OVERVIEW - PROFIT AND LOSS



No Data Available

OWNERSHIP

This company is a Single Location.

FINANCIAL OVERVIEW - KEY BUSINESS RATIOS



No Data Available

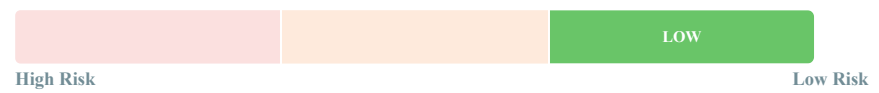
COUNTRY/REGIONAL INSIGHT



United States Of America

The Senate has passed a legislative package on climate, healthcare and taxation for the next decade, while economic challenges into 2023 - a slowdown and high inflation - have intensified.

Risk Category



Available Reports

[Country Insight Snapshot \(CIS\)](#)

High-level view of a single country's cross-border risk exposure, with particular focus on the current political, commercial, and macroeconomic environments.

[Country Insight Report \(CIR\)](#)

In-depth analysis of the current risks and opportunities within a single country and its regional and global context.

STOCK PERFORMANCE

History

Daily High

52-Week High

Performance

P/E:

EPS:

Div/Yield

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

OUT OF BUSINESS

Dun & Bradstreet thinks...

This business is considered inactive due to bankruptcy, merger/acquisition, or the inability to confirm active operations at this location.

D&B RATING

Current Rating

Special Rating

NQ:

Inactivity or unconfirmed business activity

Trade Payments

OTHER PAYMENT CATEGORIES		
Other Payment Categories	Experience	Total Amount
Cash experiences	-	-
Payment record unknown	-	-
Unfavorable comments	-	-
Placed for collections	-	-
Total in D&B's file	-	-

This business is considered inactive due to bankruptcy, merger/acquisition, or the inability to confirm active operations at this location.

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies No	Judgements 0 Latest Filing: -	Liens 0 Latest Filing: -	Suits 0 Latest Filing: -
UCCs 0 Latest Filing: -			

D&B has not received any Public Filings for this company

Special Events

SPECIAL EVENTS	
Date	Event Description
05/18/2017	Repeated attempts to identify business activity over multiple years were unsuccessful. Any operating activity for this business at captioned address could not be confirmed. Current whereabouts and full extent of outstanding debt, if any, are unknown.

Financials - D&B

A detailed financial statement is not available from this company for publication.

A detailed financial statement is not available from this company for publication.

D&B currently has no financial information on file for this company

D&B currently has no financial information on file for this company.

D&B currently has no financial information on file for this company

D&B currently has no financial information on file for this company

Company Profile

COMPANY OVERVIEW

D-U-N-S 60-080-4103	Mailing Address UNITED STATES	Employees 35
Ownership Not publicly traded	SIC 73490202	Named Principal Leila Esperilla, PRESIDENT
	NAICS 561790	Line of Business Building maintenance services

BUSINESS REGISTRATION

No business registration attached to this DUNS

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: -

Business Information

Financing Status Unsecured

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
7349	Building maintenance services	-
73490202	Air duct cleaning	-

NAICS Codes	NAICS Description
561790	Other Services to Buildings and Dwellings

Your Information

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: [View](#)

Account Number --	Endorsement/Billing Reference * BrownMi@DNB.com	Sales Representatives
Credit Limit 0	Total Outstanding 0	

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[US Government Employee Disclaimer](#)

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: Miami Dade 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)



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

September 15, 2022

To whom it may concern:

**Re: Harbour Construction, Inc., Miami, FL
Pinellas County Schools - Job Order Contracting Services in the State of Florida - Bid No. 23-909-027**

We are pleased to advise you that Harbour Construction is currently bonded by Philadelphia Indemnity Insurance Company, and is in good standing.

Philadelphia Indemnity Insurance Company has established a surety program for Harbour Construction with support for individual projects up to \$5,000,000 and an aggregate backlog of \$15,000,000. We hold Harbour Construction and its management team in high regard, and recommend them without hesitation.

Philadelphia Indemnity Insurance Company is rated by A.M. Best as "A++" (Superior) and "XV" financial size. Philadelphia Indemnity Insurance Company is admitted to conduct Surety business throughout the United States with an underwriting limitation of \$304,546,000 assigned by the US Department of the Treasury.

We will consider specific requests for surety bonds based on our underwriting at the time of the request. Our evaluation includes our satisfactory review of contract terms and conditions and bond forms, verification of project financing, appropriate financial information as well as other underwriting conditions which may exist at the time of the request. Any request for bonds is a matter between Harbour Construction and Philadelphia Indemnity Insurance Company, and Philadelphia Indemnity Insurance Company assumes no liability to any party by providing this letter.

Philadelphia Indemnity Insurance Company


Stephen Kazmer, Attorney-In-Fact



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

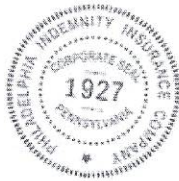
KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Stephen Kazmer, James Moore and Melissa Schmidt of Hub International Midwest Limited**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

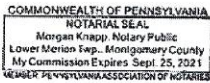
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

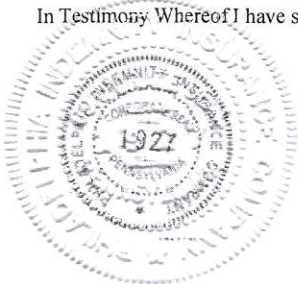


(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15th day of September, 2022.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

STATE OF ILLINOIS }
COUNTY OF DU PAGE}

On September 15, 2022, before me, Alexa Costello, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Stephen Kazmer, known to me to be Attorney-in-Fact of Philadelphia Indemnity Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires November 19, 2023

Alexa Costello
Alexa Costello, Notary Public
Commission No. 904586



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: Leyla De La Espriella

Title: P

Company: Harbour Construction Inc

Address: 340 SW 4 St, Suite 102

City: Miami State: L Zip: 331

Phone: 30 . 03.9944 Fax: 30 . 03.943

Email: LDELAE harbourconstruction.com

Marketing

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Account Manager / Sales Lead

Contact Person: Marisel Othon- iva

Title: Office Manager

Company: Harbour Construction Inc

Address: 340 SW 4 St, Suite 102

City: Miami State: L Zip: 331

Phone: 30 . 03.9944 Fax: 30 . 03.943

Email: mothonriva harbourconstruction.com

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

Sales Support

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Contract Management (if different than the Sales Lead)

Contact Person: Alexander uy Lesseur

Title: Director / Project Manager

Company: Harbour Construction Inc

Address: 340 SW 4 St, Suite 102

City: Miami State: L Zip: 331

Phone: 30 . 03.9944 Fax: 30 . 03.943

Email: gl harbourconstruction.com

Financial Reporting

Contact Person: Leyla De La Espriella

Title: P

Company: Harbour Construction Inc

Address: 340 SW 4 St, Suite 102

City: Miami State: L Zip: 331

Phone: 30 . 03.9944 Fax: 30 . 03.943

Email: LDELAE harbourconstruction.com

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

Billing & Reporting/Accounts Payable

Contact Person: Ivonne Morales

Title: Accounts Payable

Company: Harbour Construction Inc

Address: 340 SW 4 St, Suite 102

City: Miami State: L Zip: 331

Phone: 30 . 03.9944 Fax: 30 . 03.943

Email: imorales harbourconstruction.com

(The rest of this page is intentionally left blank)

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 City of Miami Beach
- b) Contact Name and Title Mariela Paez
- c) City and State Miami Beach, FL
- d) Phone Number 305.300.0000
- e) Years Served Since 2009
- f) Description of Services JOC Contractor for City of Miami vertical and Horizontal Interior build out, finishes, HVAC, Paint, roofing, Parks, Decontamination, underground utilities
- g) Annual Volume \$1,000,000.00

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
City of Miami Beach	ITB2019-2 - B

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.

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 E IQC
- b) Contact Name and Title Carlos Lozano
- c) City and State Miami, FL
- d) Phone Number 305.415.124
- e) Years Serviced Since 2019
- f) Description of Services General Contracting services.
- g) Annual Volume \$ 1,000,000.00

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
Sourcewell	L- - C01-111 21-HBC

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.

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 Miami Dade County Public Schools
- b) Contact Name and Title George Cancio
- c) City and State Miami, FL
- d) Phone Number 305 - 238 - 213
- e) Years Served Since 2011
- f) Description of Services Renovation of schools - 12 throughout Miami Dade County work performed includes drywall, painting, concrete restoration, drainage, finishes, outdoor renovations, materials.
- g) Annual Volume \$ 4,000,000.00

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
Miami Dade County Public Schools	JOC22OC-1

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.

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 Jackson Health System
- b) Contact Name and Title Jason Hendry
- c) City and State Miami, FL
- d) Phone Number 305 - - or Ext
- e) Years Served Since 2014
- f) Description of Services Interior renovations, Urgent Care build out, Structural Repairs, Doctor's Office build outs,
- 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
Public Health Trust/Jackson Health System	JOC-1 -14204-JE - C-01

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.

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 City Of Miami
- b) Contact Name and Title ichard Pope
- c) City and State Miami, FL
- d) Phone Number 305.415.12
- e) Years Serviced Since 2012
- f) Description of Services JOC Contractor for City of Miami Vertical and Horizontal Interior build out, finishes, HVAC, Paint, Roofing, Parks, Decontamination, Underground Utilities
- g) Annual Volume \$ 1,000,000 per contract

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
City of Miami	1 -19-001-H-9
City Of Miami	1 -19-001- -1

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.

2. Provided

3. Harbour Construction Inc has been a JOC Contractor since 2009. We have extensive experience on estimating and bidding utilizing JOC bidding software. We have successfully estimated and completed hundreds of projects using JOC. Our customers include City of Miami, City of Miami Beach, Miami Dade County Public Schools and Jackson Health.



The School Board of Miami-Dade County, Florida

Certificate of Contractor Prequalification
issued to

HARBOUR CONSTRUCTION, INC.

You are hereby prequalified to submit bids for Miami-Dade County Public Schools projects in accordance with the following dates and bid limits:

<u>03/14/2022</u>	<u>3/14/2023</u>
<i>Effective Date</i>	<i>Expiration Date</i>
<u>\$3,820,990.00</u>	<u>\$15,000,000.00</u>
<i>Single Bid Limit</i>	<i>Aggregate Bid Limit</i>

GENERAL CONTRACTOR: CGC060330

Type of Work

A handwritten signature in black ink that reads "Jennifer D. Andreu".

Jennifer D. Andreu

Assistant Superintendent, Equity & Diversity

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

6961024

BUSINESS NAME/LOCATION

HARBOUR CONSTRUCTION INC
7340 SW 48TH ST STE 102
MIAMI FL 33155-5520

RECEIPT NO.

RENEWAL
7236581

EXPIRES**SEPTEMBER 30, 2023**

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

HARBOUR CONSTRUCTION INC
LESSEUR ALEXANDER GUY QUALIFIER

SEC. TYPE OF BUSINESS

196 GENERAL BUILDING CONTRACTOR
CGC060330

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$75.00 07/12/2022
INT-22-355904

Worker(s) 7

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



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

LESSEUR, ALEXANDER GUY

HARBOUR CONSTRUCTION, INC.
7340 SW 48 STREET SUITE 102
MIAMI FL 33155

LICENSE NUMBER: CGC060330

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.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LESSEUR, ALEXANDER GUY

HARBOUR CONSTRUCTION, INC.
7340 SW 48 STREET SUITE 102
MIAMI FL 33155

LICENSE NUMBER: CUC1225311

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://www.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.



**Internal Services Department
Small Business Development**

111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

September 2, 2022

David Tobin
HARBOUR CONSTRUCTION, INC.
7340 SW 48 Street
Suite 102
Miami, FL 33155

Approval Date: August 31, 2022 Small Business Enterprise - Construction (SBE-Con)
Expiration Date: August 31, 2025

Dear David Tobin,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise. The Small Business Enterprise (SBE) programs are governed by Sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes. This Small Business Enterprise - Construction (SBE-Con) certification is valid for three (3) years. However, to validate continuing eligibility, SBD may conduct random audit(s) within the three (3) year certification period. **Failure to provide required documentation for a random audit will initiate the decertification process.**

At the time of expiration, your firm will submit a Re-certification Application at least one hundred and eighty (180) days, but not less than, ninety (90) days, prior to the end of the three (3) year certification term via the County's web-based system, Business Management Workforce System (BMWS). This will ensure sufficient time for process by SBD. **Failure to provide the re-certification application and required supporting documentation will initiate the decertification process.**

If at any time there is a material or business structure change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliations(s) with other businesses or the physical location of the firm, you must notify this office within thirty (30) calendar days of the effective date of the change(s) via the BMWS. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. **Failure to notify SBD of any changes may result in immediate action to decertify the firm.**

This letter will be the only approval notification issued for the duration of your firm's three-year certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code. Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: <https://www.miamidade.gov/global/business/smallbusiness/home.page>. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a bidder with Miami-Dade County. To register, you may visit: <https://www.miamidade.gov/global/business/procurement/home.page>. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at sbdcert@miamidade.gov.

Sincerely,

Jeanise Cummings-Labossiere
Section Chief, Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
NAICS 236115: NEW SINGLE-FAMILY HOUSING CONSTRUCTION (EXCEPT FOR-SALE BUILDERS)
NAICS 236116: NEW MULTIFAMILY HOUSING CONSTRUCTION (EXCEPT FOR-SALE BUILDERS)

NAICS 236117: NEW HOUSING FOR-SALE BUILDERS

NAICS 236118: RESIDENTIAL REMODELERS

NAICS 236210: INDUSTRIAL BUILDING CONSTRUCTION

NAICS 236220: COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION

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.

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.
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
 - 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
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
 - b. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - c. Design, publication and distribution of co-branded marketing materials within first 90 days

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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
 - e. Design and publication of regional advertising in trade publications throughout the term of the Master Agreement
 - f. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - 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.
 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.
 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.
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.
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.
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.
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.

(The rest of this page is intentionally left blank)

Value Add Questionnaire

1.0 Enclosed

2.0 Harbour Construction agrees to provide our company logo to Pinellas Public Schools and OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

3.0 HCI is dedicated to the selling and marketing of the services. Our sales/marketing plan will be spearheaded by Marisel A. Othon-Riva. In addition to updating our website to showcase OMNIA services, brochures will be prepared to use in all sales presentations. Ms. Othon-Riva, and our management team have created a network of professional colleagues within the industry. The goal is to tap into these relationships and sit with potential clients once per week to demonstrate how the IQCC services will lead them to success.

The previous ezIQCC was marketed by Guy Lesseur, whose knowledge of how the program works and its benefits persuaded the City of Miami Beach Procurement Department the need for these services. As a result, we currently have several projects with them in the course of construction.

Guy and Marisel will be educated on the new contract and its capabilities to attract potential clients as they work hand in hand with municipalities and project managers.

4.0 HCI will announce and publish on the company website the highlights and the details of the new partnership.

Word of mouth is a powerful tool, Marisel Othon-Riva and Guy Lesseur are in daily contact with Project/Construction Managers as well as Department Directors from the different municipalities HCI works with, and have created a networking relationship with them.

HCI commits to attend and participate with OMNIA Partners at regional meetings, trade-shows as needed, conferences etc.

5.0 HCI will keep awareness for opportunities with its existing clients: City of Miami, City of Miami Beach, Miami Dade County Public Schools and Jackson Health System to use the Master Agreement with Omnia Partners.

6.0 HCI agrees to provide its logo to OMNIA Partners and will request for permission to use OMNIA Partners logo.

7.0 As stated before, HCI is committed to sell our construction services to Public Agencies and the timely follow up to leads established by OMNIA Partners.

8.0 HCI will train and keep our sales people up to date with the key features of Master Agreement, solicitation process, benefits of the use of cooperative contracts.

9.0 HCI does not have sales team per se. Because of the quality work, customer service we offer to our clients, and stellar relationships that Guy and Marisel maintain with clients, we keep adding work to our backlog.

10. HCI has years of experience managing these types of programs starting at the top with Guy Lesseur to our Project Managers, Superintendents, and Foremen. We have the structure in place. Our office also has the experience to timely implement new contracts with the necessary bonding capacity and insurance requirements

11.

Public Agency	Purchase Amount	Contact
Miami Dade Public Schools		
Jackson Health System		
City Of Miami		
City of Miami Beach		
City of Sunrise		

12. HCI utilizes Procore which is a construction management software which tracks projects from the time the project is created to its close out.

13. Depending on the scenario HCI will adjust to position itself to be the most competitive.

14. Enclosed

15. HCI uses the Procore Construction Management Software. This software allows Owners, Architects, Engineers, Sub-Contractors and any project member to have real time access to any part of the project. This in turn streamlines processes and information sharing to enhance the projects overall success

16. N/A

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

Suzla De la E

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

Name of Bidder: Harbour Construction Inc

City/State/Zip: Miami, FL 33155

Telephone No.: 305.603.9944

If a partnership, names and addresses of partners:

N/A

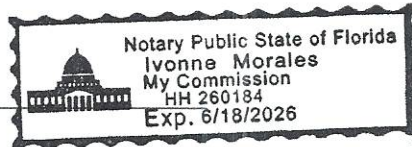
Notarized

Subscribed and sworn to before me this 13th day of September, 2022

Notary Public in and for the County of Miami-Dade

State of Florida

My commission expires: 6/18/2026



Signature: Ivonne Morales

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 LD 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 LD 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 LD 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 LD 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 LD 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 LD 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 LD 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 LD 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 LD 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 LD 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 LD 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 LD 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 LD 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 LD 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:

Harbour Construction Inc

Address, City, State, and Zip Code:

7340 SW 48 St, Suite 102, Miami, FL 33155

Phone Number: 305.603.9944

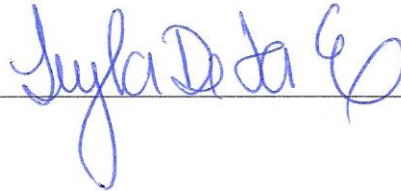
Fax Number: 305.603.9437

Printed Name and Title of Authorized Representative : Leyla De La Espriella

Email Address:

LDELAE@harbourconstruction.com

Signature of Authorized Representative:



Date:

9/7/22

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

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,

- 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-KickbackAct.

- 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.

- 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.

- (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.

- 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, ¶ I; 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,

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grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Harbour Construction Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Leyla De la Espinella _____
Signature of Contractor’s Authorized Official Date 9/7/22

Leyla De la Espinella, VP _____
Name and Title of Contractor’s Authorized Official

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

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

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:

Harbour Construction Inc

Address, City, State, and Zip Code:

7340 SW 48 St, Suite 102, Miami, FL 33155

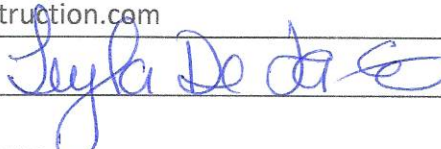
Phone Number: 305.603.9944

Fax Number: 305.603.9437

Printed Name and Title of Authorized Representative: Leyla De La Espriella

Email Address: LDELAE@harbourconstruction.com

Signature of Authorized Representative:



Date: 9/7/22

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: Harbour Construction Inc

Address: 7340 SW 48 St, Suite 102

City/ State/ Zip: Miami, FL 33155

Telephone No: 305.603.9944

Fax No: 305.603.9437

Email Address: LDELAE@harbourconstruction.com

Printed Name: Leyla De La Espriella

Position with Company: Vicepresident

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