

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

**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"/> <b>Keep our company on this bid list for future bids</b> | <input type="checkbox"/> <b>Remove our company name from this bid list for future bids</b> |

(23-909-27)

(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"/>	<b>Bid Form 1:</b> The Adjustment Factors	4-5
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Bid Form 2:</b> Calculation of the Combined Adjustment Factors	6-7
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Bid Form 3:</b> Addendum Acknowledgement Form	8
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Bid Form 4:</b> 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"/>	<b>Bid Form 5:</b> 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"/>	<b>Bid Form 6:</b> Certificate of Insurance including evidence of workers compensation coverage	13-14
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Bid Form 7:</b> Company Profile Questionnaire	15-18
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Bid Form 8:</b> Diversity Vendor Certification Participation	19
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Bid Form 9:</b> Bonding Capacity Statement	20
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Bid Form 10:</b> Management Personnel	21-23
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Bid Form 11:</b> References and Experience Questionnaire	24
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Bid Form 12:</b> Value Add Questionnaire	25-28
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Bid Form 13:</b> Agreement to work in all Regions of the State	29
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Bid Form 14:</b> Federal Certifications	30-35
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Bid Form 15:</b> FEMA Special Conditions	36-50
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Bid Form 16:</b> 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 5<sup>th</sup> decimal place is 0-4, the number in the 4<sup>th</sup> decimal remains unchanged; if the number in the 5<sup>th</sup> decimal place is 5-9, the number in the 4<sup>th</sup> 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

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>
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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 5<sup>th</sup> decimal place is 0-4, the number in the 4<sup>th</sup> decimal remains unchanged; if the number in the 5<sup>th</sup> decimal place is 5-9, the number in the 4<sup>th</sup> 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)

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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)

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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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## 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

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Line 10.	Multiply Line 9 by .10	<u>0.1211</u>
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**(Bid Form 2 Continued on The Next Page)**

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

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

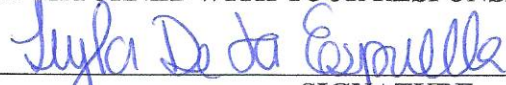

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**DATE:** September 2, 2022  
**TO:** Prospective Proposers  
**FROM:** Joe Benjamin, NIGP-CPP, CPPO, CPPB  
Director of Purchasing  
**SUBJECT: ADDENDUM NO. 1, RFP NO. 23-909-027**

**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](mailto: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

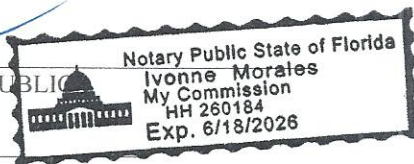
COUNTY OF Miami-Dade

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 13<sup>th</sup> 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

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

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).

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

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y		0100139208-1	01/29/2022	01/29/2023	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ Excluded	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	<b>AUTOMOBILE LIABILITY</b>			648950807	01/29/2022	01/29/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY						<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$
								PIP-Basic	\$ 10,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			XS175688	01/29/2022	01/29/2023	EACH OCCURRENCE	\$ 5,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 5,000,000	
	DED RETENTION \$							\$	
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A	Y	WFL-5045492-03	01/06/2022	01/06/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						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	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	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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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

**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	<a href="#">View More Details</a>
Bankruptcy Found	N	
D&B Rating	NQ	Not Quoted. No longer active or unable to confirm active operations at this location.

## COMPANY PROFILE ?

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

## OVERALL BUSINESS RISK ?

OUT OF BUSINESS

## Dun &amp; 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 &amp; 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

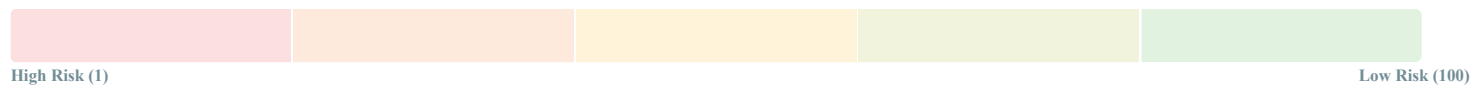
**Dun & Bradstreet thinks...**

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

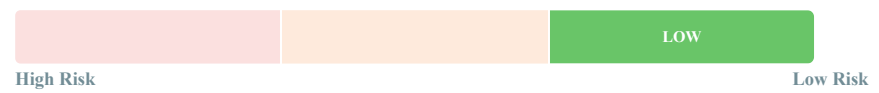
## COUNTRY/REGIONAL INSIGHT



### 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	-	-
<b>Total in D&amp;B's file</b>	-	-

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	Judgements	Liens	Suits
<b>No</b>	<b>0</b> Latest Filing: -	<b>0</b> Latest Filing: -	<b>0</b> Latest Filing: -
UCCs			
<b>0</b> 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

<b>D-U-N-S</b> 60-080-4103	<b>Mailing Address</b> UNITED STATES	<b>Employees</b> 35
<b>Ownership</b> Not publicly traded	<b>SIC</b> 73490202	<b>Named Principal</b> Leila Esperilla, PRESIDENT
	<b>NAICS</b> 561790	<b>Line of Business</b> 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](#)

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

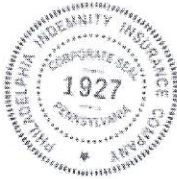
KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Stephen Kazmer, James Moore and Melissa Schmidt of Hub International Midwest 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 14<sup>th</sup> 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.

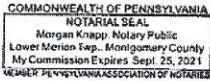
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

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

On this 27<sup>th</sup> 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)

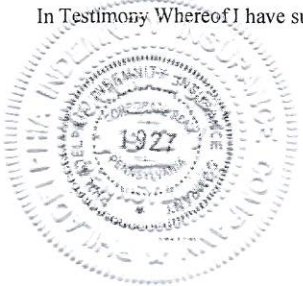
Notary Public: Morgan Knapp

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 27<sup>th</sup> 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 15<sup>th</sup> 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    305.330.0000
- 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 -235 - 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, murals.
- 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 Serviced     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](http://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](http://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](mailto: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

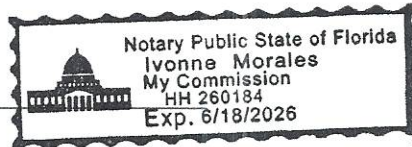
**Notarized**

Subscribed and sworn to before me this 13<sup>th</sup> 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.**

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### DEFINITIONS

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**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.

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**APPENDIX II TO 2 CFR PART 200**

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**(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

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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

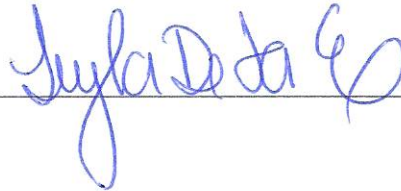
Fax Number: 305.603.9437

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](http://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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Section Three: Bid Submission and Required Forms | FEMA Special Conditions

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 \_\_\_\_\_ Date 9/7/22

Signature of Contractor’s Authorized Official

Date

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

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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:

Harbour Construction Inc

Address, City, State, and Zip Code:

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

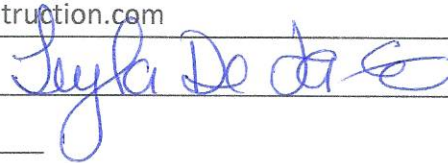
Phone Number: 305.603.9944

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

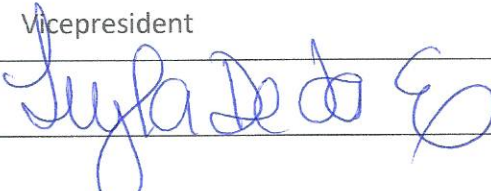
Telephone No: 305.603.9944

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