Pinellas County Schools

Contract Numbers:

Region1: 23-909-027-01-GC-C Region 2: 23-909-027-02-GC-C Region 3: 23-909-027-03-GC-C Region 4: 23-909-027-04-GC-C Region 5: 23-909-027-05-GC-C Region 6: 23-909-027-06-GC-A Region 7: 23-909-027-07-GC-C Region 8: 23-909-027-08-GC-B Region 9: 23-909-027-09-GC-A

for

Job Order Contracting Services in the State of Florida *With*

Johnson Laux Construction, LLC

Effective: January 1, 2023

The following documents comprise the executed contract between the Pinellas County Schools (PCS) and Johnson Laux Construction, LLC, effective January 1, 2023:

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

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

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



Vision: 100% Student Success Mission: "Educate and prepare each student for college, career and life." ADMINISTRATION BUILDING 301 Fourth St. SW P.O. Box 2942 Largo, FL 33779-2942 Ph. (727) 588-6000

SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA Chairperson Eileen M. Long

> Vice Chairperson Lisa N. Cane

Nicole M. Carr, Ph.D. Carol J. Cook Bill Dudley Caprice Edmond Laura Hine

> Superintendent Kevin K. Hendrick

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

Greetings,

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

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

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

Sincerely,

Joe Benjami

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

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

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

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

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

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

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

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

Region 8 - FL	23-909-027-08-GC
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General Construction	Bidder	Amount
23-909-027-08-GC-A	Harbour Construction, Inc.	\$ 10,000,000.0
23-909-027-08-GC-B	Johnson Laux Construction, LLC	\$ 10,000,000.0
23-909-027-08-GC-C	CII Contracting	\$ 10,000,000.0
23-909-027-08-GC-D	FHP Tectonics Corp.	\$ 10,000,000.0
23-909-027-08-GС-Е	Advanced Roofing Inc.	\$ 10,000,000.0
23-909-027-08-GC-F	LEE Construction Group, Inc.	\$ 10,000,000.0
23-909-027-08-GC-G	Caladesi Construction Co.	\$ 10,000,000.0
23-909-027-08-GC-H	Southern Standard Construction, LLC	\$ 10,000,000.0
23-909-027-08-GC-l	TGSV Enterprises	\$ 10,000,000.0
23-909-027-08-GC-J	Astra Construction Services, LLC	\$ 10,000,000.0

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

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

PURCHASING AGENDA SUMMARY

December 13, 2022

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

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

althemed

Catherine Houck Administrative Assistant to the Board

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

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

Contract Number: 23-909-027

August 11, 2022

Section One:

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

This ITB Consists of Five Sections:

Section One:

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

Section Two:

Bid Submission and Required Forms

Section Three:

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

Section Four:

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

Section Five:

• Technical Specifications

INVITATION TO BID

Please Note:

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

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

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

Deliver Bids to the following Address:

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

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

	Job Order Contractin In the State of Florida	0	BID NO.	23-90	9-027
BUYER:	Joe Benjamin, NIGP-CPPO, CPPO	O, CPPB			
PHONE	727-588-6143	/			
ISSUE DATE:	August 11, 2022				
BID DUE DAT	e and time: <u>September 15, 2</u>	022 @ 3:00 PM ET	BIC	OPENING	g room: A308
for details. Subr	als <u>are required</u> with this bid. See the SUBM nit One (1) complete hard copy of your bic Number and Company Name. Bids should -responsive.	l, and one complete electronic	copy on a	flash drive.	Flash Drive must be
	OTHER PUBLIC AGENCIES (D.O.E. Regnases may be made under this bid by other s stated herein.			-	
unless exception	ers: submitted to the School Board obligates the s are taken and clearly stated in the Bidder after the date & time specified will not be c	's bid documents.	s and speci	fications sta	ted in this bid document,
Di Dius receiveu					
	er receipt of order:	Date Submitted:			
Delivery days aft	er receipt of order:		FOR BID T	O BE CONSIE	DERED
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Delivery days aft BIDDERS MUST Company Name:	· · · · · · · · · · · · · · · · · · ·	AND SIGN WHERE INDICATED	N: ephone:	D BE CONSIE () - () -	
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Delivery days aft BIDDERS MUST Company Name: Address: City, State: NON COLLUSIC understanding, respects fair, w Signature of Ow	FILL IN THE INFORMATION LISTED BELOW Zip: DN: - The Bidders, by affixing its signatu agreement, or connection with any pers ithout outside control, collusion, fraud, conner or cer/Agent	AND SIGN WHERE INDICATED FEI Tel FA) re to this bid, certifies that its son, firm or corporation maki	N: ephone: : s bid is ma ng a bid fi	() - () - ade without or the same	Ext.
Delivery days aft BIDDERS MUST Company Name: Address: City, State: NON COLLUSIC understanding, respects fair, w Signature of Ow Authorized Offic Typed Name of A	FILL IN THE INFORMATION LISTED BELOW Zip: DN: - The Bidders, by affixing its signatu agreement, or connection with any pers ithout outside control, collusion, fraud, conner or cer/Agent	AND SIGN WHERE INDICATED FEI Tel FA) re to this bid, certifies that its son, firm or corporation maki or otherwise illegal action.	N: ephone: :: s bid is ma ng a bid fo E-mail	() - () - ade without or the same	Ext.
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Delivery days aft BIDDERS MUST Company Name: Address: City, State: NON COLLUSIC understanding, respects fair, w Signature of Ow Authorized Offic Typed Name of A NO BID: I he Insufficient ti Addenda wer Could not me	FILL IN THE INFORMATION LISTED BELOW	AND SIGN WHERE INDICATED FEI FEI FEI FA	N: ephone: s bid is ma ng a bid fo E-mail Title: equirements tor service for	() - () - ade without or the same	Ext.
Delivery days aft BIDDERS MUST Company Name: Address: City, State: NON COLLUSIC understanding, respects fair, w Signature of Ow Authorized Offic Typed Name of / NO BID: I he Insufficient ti Addenda wer Could not me Specifications	FILL IN THE INFORMATION LISTED BELOW Zip: DN: - The Bidders, by affixing its signatu agreement, or connection with any perse ithout outside control, collusion, fraud, of ner or cer/Agent Above: reby submit a "no bid" for the reasons checked b me to respond re received too late to respond	AND SIGN WHERE INDICATED FEI FEI FEI FA Tel FA Tel FA Tel FA Tel FA FA Tel FA Tel FA Tel FA	N: ephone: s bid is ma ng a bid fo E-mail Title: equirements tor service for	() - () - ade without or the same	Ext.

(23-909-27)

SECTION ONE: PINELLAS COUNTY SCHOOLS GENERAL TERMS AND CONDITIONS

1. PREPARATION OF BIDS:

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

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

2. INQUIRIES/INFORMATION:

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

Go to www.publicpurchase.com to obtain:

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

Go to <u>www.pcsb.org/purch</u> to obtain:

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

3. ACCEPTANCE AND WITHDRAWAL OF BIDS:

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

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

4. AMENDMENT & CANCELLATION:

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

5. SOLICITATION OF DISTRICT EMPLOYEES & ACCEPTANCE OF GRATUITIES:

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

6. QUALIFICATIONS OF BIDDERS:

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

7. CONFIDENTIALITY OF STUDENT RECORD INFORMATION:

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

8. NON COLLUSION:

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

9. CONFIDENTIALITY OF INFORMATION SUBMITTED BY BIDDERS:

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

10. SUBCONTRACTING:

The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting Page 3 of 43 The Bidders must describe in their bid proposal, all responsibilities that the Bidders anticipates assigning or subcontracting, identify all the subcontractors and also describe how the Bidders will manage these subcontractors. The Supplier will be held directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractors' employees.

11. INTELLECTUAL PROPERTIES:

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

12. PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST

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

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

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

13. PROPOSAL PREPARATION COSTS:

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

14. VARIANCE TO BID DOCUMENTS:

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

15. ADDENDA TO BIDS IN PROCESS:

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

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

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

17. SAFETY REQUIREMENTS:

All items bid must comply with <u>ALL</u> applicable safety standards set by Federal, State and local regulations, OSHA & EPA guidelines, and any other laws and regulations that govern the item(s) or services requested in this bid. All electrically *The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting*

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

18. MATERIAL SAFETY DATA SHEETS:

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

19. PURCHASE OF MATERIALS WITH RECYCLED CONTENT:

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

20. MANUFACTURER'S CERTIFICATION:

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

21. BID QUANTITIES:

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

22. METHODS OF AWARD:

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

23. DELIVERY LEAD TIME:

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

24. TAXES:

Purchases are exempt from <u>ALL</u> Federal excise and most State sales tax.

25. FISCAL NON-APPROPRIATIONS CLAUSE:

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

26. BID SAMPLES:

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

27. TIE BIDS:

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

28. ERRORS AND OMISSIONS:

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

29. BASIS OF AWARD OF BIDS:

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

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

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

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

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

30. REJECTION OF BIDS:

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

31. NOTICE OF INTENT TO AWARD BIDS:

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

32. BID PROTEST:

If a Bidders wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Copies of this procedure are included in Section One Bid Submission and Required Forms portion of this bid document and are also available @ www.pinellas.k12.fl.us/purch/bidaward.html or from the purchasing department at the Largo Administration Building Office, 301 4th Street S.W., Largo, FL 33770-3536. Any person who files an action protesting the bid specifications or a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the purchasing department at the time of filing the formal written protest, a bond payable to the Pinellas County School District in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order or U.S. currency will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he

The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting Page 7 of 43 or she shall recover from the District all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.

33. NOTIFICATION OF BID AWARD:

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

34. AUTHORIZATION TO PERFORM UNDER A CONTRACT:

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

35. PRESS RELEASES AND PUBLICITY:

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

36. POINT OF CONTACT:

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

37. ASSIGNMENT OF CONTRACT:

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

38. LICENSES AND PERMITS:

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

39. CONDITION OF ITEMS:

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

40. INSPECTION:

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

41. PACKAGING:

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

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

42. PATENTS AND COPYRIGHTS:

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

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

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

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

This article will survive the termination of the Contract.

44.E-VERIFY:

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

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

45. STANDARDS OF CONDUCT

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

46. ITEM SUBSTITUTIONS & DISCONTINUATIONS:

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

47. RECEIPT OF MERCHANDISE & DELIVERY NOTIFICATION:

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

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

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

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

49. RETURNED MERCHANDISE:

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

50. INVOICES AND PAYMENT TERMS:

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

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

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

51. BREACH OF CONTRACT AND TERMINATION FOR CAUSE:

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

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

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

52. TERMINATION FOR CONVENIENCE:

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

53. ACCESS TO RECORDS:

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

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

All Suppliers, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and

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

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

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

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

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

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

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

All vendors, contractors and subcontractors that apply or bid an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation over \$100,000.)

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

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

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

If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties assignment or performance of experimental, developmental, or research work under that "funding agreement" the recipient must comply with the requirements of 37 CFR Part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements,"

The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting Page 12 of 43 and any implementing regulations issued by the awarding agency. (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation).

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

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

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

All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$150,000). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation for contracts over \$150,000).

63. PROCUREMENT OF RECOVERED MATERIALS (CFR 200.322)

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the time exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

64. SCRUTINIZED COMPANIES:

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

65. VARIANCE IN CONDITION:

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

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SECTION ONE: SPECIAL CONDITIONS, SCOPE, AND PROJECT INFORMATION

1. PURPOSE AND INTENT

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

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

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

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

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

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

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

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

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2. SPECIAL OFFERS/PROMOTIONS

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

3. FEDERAL FUNDING PRICING

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

4. CONTRACT PERIOD

The term of the Master Agreement will be three (3) years following the contract award date with the option to renew for two (2) additional one (1) year periods. The anticipated full term of the contract is five (5) years. The awarded Bidder(s) shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (or any combination of initial and renewal periods) subject to the discretion of the Participating Public Agency. Any job orders, project agreements, or maintenance agreements executed against the Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties. Any job orders Agreement as established and agreed to by both parties.

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

5. RENEWAL OPTION

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

6. SUPPLEMENTAL UNILATERAL RENEWAL PERIODS

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

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

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

Virtual Prebid Meeting Tuesday August 30th @ 10:00AM Eastern Link: <u>https://gordian.zoom.us/meeting/register/tZApceuorj8uG9FORIyd13bUAsW83P2sC9oV</u>

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

8. CONTRACT VALUE

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

9. BID CONTENT & SUBMITTAL

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

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

10. SERVICE REQUIREMENTS

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

11. BACKGROUND SCREENING

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

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

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

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

12. INSURANCE

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

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

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

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

1. GENERAL LIABILITY INSURANCE

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

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

The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting Page 18 of 43 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 ay 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**

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:

c)

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

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

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

2. AUTOMOTIVE LIABILITY INSURANCE

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

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

3. WORKERS' COMPENSATION INSURANCE

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

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

- State Worker's Compensation: Statutory
- Employer's Liability: \$100,000.00 Each Accident

\$500,000.00 Disease, Policy Limit \$100,000.00 Disease, Each Employee (insuranc.dot) mar 1/1/1/1 (Rev 04/11)

13. NON-EXCLUSIVE AGREEMENT

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

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

14. WARRANTY

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

15. ADDITIONAL TERMS AND CONDITIONS

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

16. BUSINESS HOURS & DAYS OF OPERATION

Regular School Year

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

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

<u>Summer</u>

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

Days of operation are Monday thru Thursday as follows:

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

HOLIDAY BREAKS

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

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

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Administrative Offices: March 14 thru March 17, 2023

17. KEY EVENTS & DATES:

- Monday August 11, 2022
 Bid notice e-mailed to prospective Bidders & bidding documents posted on
 the <u>www.publicpurchase.com</u>
- Tuesday August 30, 2022
 Non-Mandatory Virtual Pre-Bid Conference @ 10:00 a.m. E.T., Link to
 Register: <u>https://gordian.zoom.us/meeting/register/tZApceuorj8uG9F</u>
 ORlyd13bUAsW83P2sC9oV
- Wednesday September 7, 2022 Last Day to request additional information or clarification
- Thursday September 15, 2022
 Bids due in Purchasing @ 3 p.m. E.T. Public bid opening to follow immediately thereafter in Room A318, Purchasing Department, School Administration Building, 301 4th Street S.W., Largo, Florida.

NOTE: The Largo Administration Building is now a secured building effective December 1, 2015 and visitor procedures have changed. Inform the officer at the front desk that you have a bid to be delivered to the Purchasing Department. The officer will call Purchasing and someone from the department will come to the front desk to date and time stamp your bid and provide a receipt. This process may take several minutes, so please allow sufficient time when hand delivering a bid submittal.

- Thursday September 15, 2022 Evaluate bids and make selection of contractor(s) Monday October 3, 2022
- Monday October 10, 2022
 Recommendation For Award Submitted to Purchasing by (specify school or department name)
- Tuesday November 1, 2022 Notice of Intent to Award posted in the purchasing department and on the department's Web site @ <u>http://pcsb.org/Page/746</u>
- Tuesday November 15, 2022 Submit Recommendation for award to School Board for approval (estimated date of School Board approval)

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

18. ADDITIONAL QUESTIONS/CLARIFICATIONS

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

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

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

Joe Benjamin, NIGP-CPP, CPPO, CPPB

benjaminst@pcsb.org

19. REVIEW OF STATE CONTRACTS

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

20. BID OPENING PROCEDURES

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

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

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

21. PUBLIC ENTITY CRIMES

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

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

22. PUBLIC RECORD LAW

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

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

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

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SECTION ONE: INSTRUCTION TO BIDDERS AND AWARD PROCESS

1. PRODUCTS AND SERVICES COVERED

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

2. JOB ORDER CONTRACTING OVERVIEW

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

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

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

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

3. PROJECT DELIVERY ORDER PROCEDURES

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

The Participating Public Agency (or the Participating Public Agency Designated Representative), with the assistance of Gordian, will identify Projects and develop a draft scope of the work. The Contractor and Gordian will then assist the *The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting* Page 26 of 43

Section One: Instruction to Bidders and Award Process

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

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

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

4. SOLICITATION TABLES

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

(Solicitation Tables starting on next page.)

Invitation for Bid Solicitation Table Region 1, Northwest Florida

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

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

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

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

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

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

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

Invitation for Bid Solicitation Table Region 5, Central West Florida

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

Invitation for Bid Solicitation Table Region 6, Central Florida

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

Invitation for Bid Solicitation Table Region 7, Central East Florida

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

Invitation for Bid Solicitation Table Region 8, North Suncoast Florida

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

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

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Invitation for Bid Solicitation Table Region 9, South Suncoast Florida

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

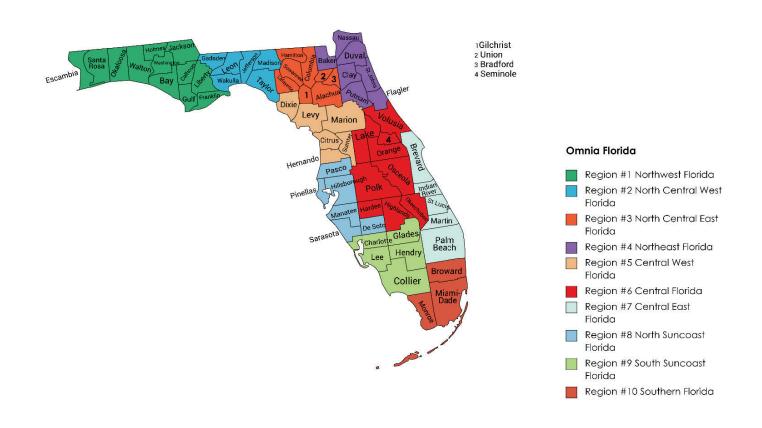
Invitation for Bid Solicitation Table Region 10, Southern Florida

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

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

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5. MAP OF GEOGRAPHICALREGIONS



6. FLORIDA COUNTY LISTINGS BY GEOGRAPHICAL REGION

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Region 1, Northwest Florida

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

Region 2, North Central West Florida

Gadsden	Leon	Wakulla	Jefferson
Madison	Taylor		

Region 3, North Central East Florida

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Section One: Instruction to Bidders and Award Process

Hamilton	Suwannee	Lafayette	Columbia
Gilchrist	Union	Bradford	Alachua

Region 4, Northeast Florida

Nassau	Baker	Duval	Clay
St Johns	Putnam	Flagler	

Region 5, Central West Florida

Dixie	Levy	Marion	Citrus
Sumter	Hernando		

Region 6, Central Florida

Lake	Seminole	Orange	Osceola
Polk	Hardee	Highlands	Okeedhobee
Volusia			

Region 7, Central East Florida

Brevard	Indian River	St Lucie	Martin
Palm Beach			

Region 8, North Suncoast Florida

Pasco	Hillsborough	Pinellas	Manatee
Sarasota	De Soto		

Region 9, South Suncoast Florida

Charlotte	Glades	Lee	Hendry
Collier			

Region 10, Southern Florida

Broward	Miami Dade	Monroe	

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7. AWARD PROCESS

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

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

8. BID PRICING: ADJUSTMENT FACTORS

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

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

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

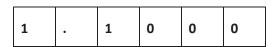
The second Adjustment Factor: Other Than Normal Working Hours or All Working Hours At Secured Locations for Owner Funded Projects is to be applied to work to be accomplished during other than normal working hours or all working hours at secured locations for owner funded projects.

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

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

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

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



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Or

0.	9	8	0	0
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Note: The Other Than Normal Working Hours Adjustment Factors <u>must</u> be equal to or higher than the Normal Working Hours Adjustment Factors.

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

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

9. FEES

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

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

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

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

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Section One: Instruction to Bidders and Award Process

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

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

10. UNBALANCING OF BIDS

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

11. COMPETITIVE RANGE

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

12 TAXES

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

13. SELF PERFORMANCE REQUIREMENT

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

14. ORDER OF PRECEDENCE

The precedence of the contract documents shall be as follows:

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

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

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

Contract Number: 23-909-027

August 11, 2022

Section Two:

• Bid Submission and Required Forms

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

INTEGRITY OF BID DOCUMENTS

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

FILLABLE BID FORMS

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

SUBMITTALS CHECKLIST

Company Name:		
Signature of Buyer:		

Signature of Evaluator:

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

The list below comprises the **Required Submittals**, and they <u>must be</u> submitted at the time you submit your bid or your bid <u>will be</u> declared non-responsive. <u>Submit One (1) complete hard copy of your bid</u>, <u>and one complete electronic copy on a flash drive</u>. 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	Verified by	Verified by	Description of Required Submittal	Page No.
Bidders	Buyer	Evaluator		
			Bid Form 1: The Adjustment Factors	4-5
			Bid Form 2: Calculation of the Combined Adjustment Factors	6-7
			Bid Form 3: Addendum Acknowledgement Form	8
			Bid Form 4: Sworn Statement Under Section 287.133(3)(A), Florida Statutes, Public Entity Crimes	9-10
			Bid Form 5: Pinellas County District Schools Bid Protest Procedure	11-12

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

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

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

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: _	
CONTRACTOR NAME:_	

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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

GEOGRAPHIC REGION:

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

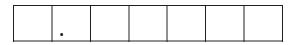
The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting

(Specify to four decimal places)

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

(Specify to four decimal places)

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



(See Bid Form 2 for calculation procedure)

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

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

(CONTRACT #/TRADE:	_
(CONTRACTOR NAME:	
(GEOGRAPHICAL REGION:	
The follo	wing formula has been developed for the sole purpose of evaluating E	Bids and awarding.
Each Bid	der must complete the following calculation.	
Line 1.	Adjustment Factor for Normal Working Hours for Owner Funded Projects: Line (1.A)	
Line 2.	Multiply Line 1 by .50	
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	
Line 4.	Multiply Line 3 by .20	
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	
Line 6.	Multiply Line 5 by .10	
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	
Line 8.	Multiply Line 7 by .10	
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	
Line 10.	Multiply Line 9 by .10	
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	

(Bid Form 2 Continued on The Next Page)

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

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

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

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

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

BID FORM 3: ADDENDUM ACKNOWLEDGEMENT FORM

ADDENDA ACKNO	OWLEDGMENT:	The undersigned also acknowledges the	e receipt of the following Addenda:
ADDENDUM NO.	DATED	ADDENDUM NO.	DATED
ADDENDUM NO.	DATED	ADDENDUM NO.	DATED
ADDENDUM NO.	DATED	ADDENDUM NO.	DATED
ADDENDUM NO.	DATED	ADDENDUM NO.	DATED

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

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

1.	This sworn statement is submitted with Bid, Proposal or Contract No.
2.	This sworn statement is submitted by (Name
	of entity submitting sworn statement) whose business address is
3.	and (if applicable) its Federal Employer Identification Number (FEIN) is If the entity has no
	FEIN, include the Social Security Number of the individual signing this sworn statement:
4.	My name is and my relationship to the
	(please print name of individual signing)
	entity name above is
5.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u> , 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 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

- 6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida Statutes</u>, 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), <u>Florida Statutes</u>, *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.

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

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

- 8. I understand that a "person" as defined in Paragraph 287.133(1)(e), <u>Florida Statutes</u>, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 9. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, not any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

_		(Signature)				
D	ate:					
STATE OF						
COUNTY OF		-				
who is	APPE	EARED IN PER	SON BEFC	DRE ME (the u	indersigned a	uthority),
personally known to me or prov his/her signature in	ided the followi	ing identification	on		, an	d affixed
the space provided above on this _	day of _		, 20			
NOTARY	PUBLIC		-			
My commission expires:						
The Coheel Deard of Direllar	County Drobib	ite Die enimeinen	+: I All I			

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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 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 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 security attorney's fees.
- 3. Upon receipt of the formal written protest and protest bond which has been timely filed, the District shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final District action, unless the Superintendent sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- 4.
- a) The District shall provide an opportunity to resolve the protest by mutual agreement between the parties within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of a formal written protest.
- b) If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of the formal written protest, and if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to 120.57(2) FS and applicable District rules before a person whose qualifications have been prescribed by rules of the District.
- c) If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of the formal written protest, and if there is a disputed issue of material fact, the District shall refer the protest to the Division of Administrative Hearings for proceedings under 120.57(1) FS.
- 5. Upon receipt of a formal written protest referred pursuant to this subsection, the director of the Division of Administrative Hearings shall expedite the hearing and assign an administrative law judge who shall commence a hearing within 30 days after the receipt of the formal written protest by the division and enter a recommended order within 30 days after the hearing or within 30 days after receipt of the hearing transcript by the administrative law judge, whichever is later. Each party shall be allowed 10 days in which to submit written exceptions to the recommended order. A final order shall be entered by the District within 30 days of the entry of a recommended order. The provisions of this paragraph may be waived upon stipulation by all parties.
- 6. In a competitive-procurement protest, no submissions made after the bid or proposal opening amending or supplementing the bid or proposal shall be considered. Unless otherwise provided by statute, the burden of proof shall rest with the party protesting the proposed District action. In a competitive-procurement protest, other than a rejection of all bids, the administrative law judge shall conduct a de novo proceeding to determine whether the District's proposed action is contrary to the District's governing statutes, the District's rules or policies, or the bid or proposal specifications. The standard of

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

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 <u>Best's Financial Strength Rating</u>. The insurance company named on the Certificate of Insurance shall have a rating of "A-V" or better as stated in <u>Best's Financial Strength Rating</u>.

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 ay contract agreement. This includes any oral or written contract or agreement relating to the conduct of the named insured's business. If excluded, exception for liability is assumed in an insured contract.

b) Products and Completed Operations

c) Personal & Advertising Injury Liability

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

For projects/contracts under \$500,000.00:

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

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

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

2. AUTOMOTIVE LIABILITY INSURANCE

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

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

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

3. WORKERS' COMPENSATION INSURANCE

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

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

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

\$100,000.00 Disease, Each Employee

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BID FORM 7: COMPANY PROFILE QUESTIONAIRE

- 1. What is your company's official registered name?
- 2. What is/are your corporate office location(s)?
- 3. Please provide a brief history and description of your company, including experience providing similar products/services and the year it was established.
- 4. Who is your competition in the marketplace?
- 5. What is the total number and location of employees, and if applicable, sales persons, employed?
- 6. What is the number and location of support centers, if applicable, and location of corporate office?

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

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- 8. Submit FEIN and Dunn & Bradstreet report.
- 9. What are your overall public sector sales, excluding Federal Government, for last three (3) years?
- 10. What is your strategy to increase market share in the public sector?
- 11. What differentiates your company from competitors in the public sector?

- 12. Describe any green or environmental initiatives or policies.
- 13. <u>Diversity program</u> Do you currently have a diversity program or any diversity partners that you do business with?
 - Yes
 - No
 - *a.* If the answer is yes, do you plan to offer your program or partnership through this contract opportunity?

Yes
No

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- 14. Provide a copy of any diversity certifications indicated above.
- 15. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
- 16. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

- 17. Felony Conviction Notice: Indicate if the supplier
 - a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- **18.** Describe any debarment or suspension actions taken against supplier
- **19.** Provide your safety record, safety rating, EMR and worker's compensation rate where available.
- 20. Provide any additional necessary details as it relates to standard ordering methods and payment terms.

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- 22. Provide your company's subcontracting plan, as described in the scope herein.
- 23. If Supplier requires additional agreements with Participating Public Agencies, provide a copy of the proposal agreement herein.

BID FORM 8: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

<u>Diversity Vendor Certification Participation</u> - 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, disable 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 List certifying agency:	Yes	No
c.	Disabled Veterans Business Enterprise (DVBE) Respondent certifies that this firm is an DVBE List certifying agency:	Yes	No
d.	Historically Underutilized Businesses (HUB) Respondent certifies that this firm is an HUB List certifying agency:	Yes	⊡No
e.	Historically Underutilized Business Zone Enterprise (HUBZone) Respondent certifies that this firm is an HUBZone List certifying agency:	Yes	□No
f.	Other Respondent certifies that this firm is a recognized diversity certificate holder List certifying agency:	Yes	No

BID FORM 9: BONDING CAPACITY STATEMENT

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

(Insert bonding company statement here)

(The rest of this page is intentionally left blank)

BID FORM 10: MANAGEMENT PERSONNEL

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

Executive Contact			
Contact Person:			
Title:			
Company:			
Address:			
City:	_State:		_Zip:
Phone:		Fax:	
Email:			
<u>Marketing</u> Contact Person:			
Title:			
Company:			
Address:			
City:			
Phone:		Fax:	
Email:			
Account Manager / Sales Lead Contact Person:			
Title:			
Company:			
Address:			
City:			Zip:
Phone:			
Email:			

<u>Sales Support</u> Contact Person:			
Title:			
Company:			
Address:			
City:	State:	Zip:	
Phone:	Fax:		
Email:			
<u>Contract Management (if c</u> Contact Person:			
Title:			
Company:			
Address:			
City:	State:	Zip:	
Phone:	Fax:		
Email:			
<u>Financial Reporting</u> Contact Person:			
Title:			
Company:			
Address:			
City:	State:	Zip:	
Phone:	Fax:		
Email:			

Billing & Reporting/Accounts Payable				
Contact Person:				
Title:				
Company:				
Address:				
City:	State:	_Zip:		
Phone:	Fax:			
Email:				

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

Questions:

 Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of: Cooperative/GPO Name
 Contract Number

- 2. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.
- Describe your company's past experience with Job Order Contracting estimating and include specific examples of other cooperatives and public agencies where you have performed these services.

BID FORM 12: VALUE ADD QUESTIONNAIRE

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

 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 goto-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

- 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

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

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)

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 <u>NOT</u> consider working outside of the Geographic Region.

Signature

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

Name of Bidder:						
City/State/Zip:						
Telephone No.:						
If a partnership, nam	es and addresses of partr	ners:				
Notarized						
Subscribed and swor	Subscribed and sworn to before me this day of, 20					
Notary Public in and	Notary Public in and for the County of					
State of						
My commission expires:						
Signature:						

BID FORM 14: FEDERAL CERTIFICATIONS

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.
 (c) The term does not include:

- (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
- (2) An agreement that provides only:

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

- (ii) A subsidy;
- (iii) A loan;
- (iv) A loan guarantee; or
- (v) Insurance.

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

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

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

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

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

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

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

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

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

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

(b) Is not organized primarily for profit; and

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

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

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

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

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

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

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

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

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

Does offeror agree? YES	Initials	of	Authorized	Representative	of
offeror					
The School Board of Pinellas County Prohibits Discrimination	In All Pu	urch	nasing and	Contracting	

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

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

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

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

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100.000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

Does offeror agree? YES Initials of Authorized Representative of offeror

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

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

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

Does offeror agree? YES

Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES

Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES

Initials of Authorized Representative of offeror

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Does offeror agree? YES

_____Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

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

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

Does offeror agree? YES

_____Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? YES	Initials of Authorized Representative of offero
	and local laws, rules, regulations and ordinances, as applicable. It is pliance with all provisions, laws, acts, regulations, etc. as
Offeror's Name:	
Address, City, State, and Zip Code:	
Phone Number:	Fax Number:
Printed Name and Title of Authorized Representati	ve :
Email Address:	
Signature of Authorized Representative:	Date:

BID FORM 15: FEMA SPECIAL CONDITIONS

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

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

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

Conflicts of Interest

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

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, \P 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

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. <u>Termination for Convenience:</u>

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.

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

(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. <u>Applicability of Davis-Bacon Act</u>. 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. <u>It does not apply to</u> <u>other FEMA grant and cooperative agreement programs, including the Public</u> <u>Assistance Program</u>.
- 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 aweek.
- 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.

The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that f. 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, ¶ Ε.
- 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) <u>Overtime requirements</u>. 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) <u>Violation; liability for unpaid wages; liquidated damages</u>. 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) <u>Withholding for unpaid wages and liquidated damages</u>. 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) <u>Subcontracts</u>. 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. <u>Rights to Inventions Made Under a Contract or Agreement</u>.
 - a. <u>Stafford Act Disaster Grants</u>. This requirement <u>does not apply to the Public Assistance</u>, 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 The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting

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. <u>Clean Air Act and the Federal Water Pollution Control Act</u>. 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. <u>See</u> 2 C.F.R. Part 200, Appendix II, ¶ G.
 - a. <u>The following provides a sample contract clause concerning compliance for contracts of</u> <u>amounts in excess of\$150,000</u>:
 "<u>Clean Air Act</u>
 - (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 Indiantribal 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. <u>Debarment and Suspension</u>.
 - a. <u>Applicability:</u> 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 andSuspension).
 - 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 <u>www.sam.gov</u>. 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. <u>The following provides a debarment and suspension clause. It incorporates an optional</u> <u>method of verifying that contractors are not excluded or disqualified</u>:

"Suspension and Debarment

- 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. <u>Applicability</u>: 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. <u>See</u> 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. <u>See PDAT Supplement</u>, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. <u>The following provides a Byrd Anti-Lobbying contract clause</u>:

"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 in connection with obtaining any Federal contract, *The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting*

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 certifyand disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

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 performanceschedule;

- (ii) Meetingcontract 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-cpgprogram."

11. Additional FEMARequirements.

- 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. <u>Access to Records</u>.

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. <u>See</u> 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. <u>See</u> DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
 - b. <u>The following provides a contract clause regarding DHS Seal, Logo, and Flags</u>: "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. <u>The following provides a contract clause regarding Compliance with Federal Law,</u> <u>Regulations, and Executive Orders</u>: "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 FederalGovernment.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting any matter resulting from the contract.

- b. <u>The following provides a contract clause regarding no obligation by the Federal</u> <u>Government</u>: "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. <u>The following provides a contract clause regarding Fraud and False or Fraudulent or</u> <u>Related Acts</u>: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

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

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

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

Offeror's Name:

Address, City, State, and Zip Code:

Printed Name and Title of Authorized Representative:

Email Address: ____

Signature of Authorized Representative: _____

Date:			

BID FORM 15: SIGNATURE FORM

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

Company Name:	
Address:	
City/ State/ Zip:	
Telephone No:	
Fax No:	
Email Address:	
Printed Name:	
Position with Company:	
Authorized Signature	

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

Pinellas County Schools Authorized Agent

Date

Print Name

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

Contract Number: 23-909-027

August 11, 2022

Section Three:

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

General Terms and Conditions for JOC

1. Definitions

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

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

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

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

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

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

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

Days: Calendar days.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State: The State of Florida.

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

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

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

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

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

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

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

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

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

2. Scope of Work

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

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

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

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

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

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

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

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

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

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

3. Procedure for ordering work

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

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

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

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

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

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

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

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

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

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

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

For Work Performed with the Contractor's Own Forces:

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

For Work Performed by Sub-contractors:

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

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

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

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

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

Review of the Job Order Proposal Package.

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

Delivery of the Job Order to the Participating Public Agency .

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

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

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

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

4. Job Order Contracting Software and System License

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

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

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

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

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

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

5. Term of Contract and Purchase Orders Issued

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

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

6. Option to Bilaterally Extend Contract

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

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

The Construction Task Catalog issued with this solicitation will be in effect for the first year of this contract (i.e., until December 31, 2022). On the anniversary of this contract (i.e. January 1, 2023 and each January 1_{st} thereafter during the term) a new Construction Task Catalog will be furnished to address the escalation or de-escalation of costs of materials and services. The new Construction Task Catalog will be effective for the 12-month period after the anniversary date. The Construction Task Catalog that accompanies each anniversary shall only apply to Purchase Orders issued after the effective date of that specific renewal term and shall have no impact on Purchase Orders issued prior to the effective date of that specific renewal term.

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

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

7. Regions

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

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

8. Assignment of Work

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

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

9. Changes

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

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

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

10. Payment and Performance Bonds and Material and Workmanship Bonds

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

11. Prevailing Wage and Participating Public Agency Participation Requirements

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

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

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

12. Personnel

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

13. Supervision

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

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

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

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

14. Participating Public Agency 's Access to the Work

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

15. Participating Public Agency 's Right to Stop Work

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

16. Participating Public Agency 's Right to Complete Work

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

17. Review of Field Conditions

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

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

18. Workmanship and Quality

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

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

19. Permits and Filings

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

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

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

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

20. Architectural and Engineering Services

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

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

21. Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

22. Cutting and Patching

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

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

23. Installation

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

24. Punch List Completion

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

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

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

25. Cleaning Up

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

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

26. Royalties, Patents and Copyrights

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

27. Indemnification

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

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

28. Subcontractors

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

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

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

29. Coordination with Other Contractors

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

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

30. Request for Extension of Time

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

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

31. Buyer Delays

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

32. Construction Contract Requirement

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

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

33. Construction Schedule

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

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

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

34. Coordination

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

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

35. Condition and Delivery of Construction Material

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

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

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

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

36. Partial Occupancy or Use

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

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

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

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

37. Identification and Security Requirements

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

38. Protection of Persons and Property

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

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

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

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

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

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

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

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

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

39. Tests and Inspections

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

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

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

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

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

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

40. Hazardous Materials

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

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

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

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

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

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

41. Insurance

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

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

42. General Liability Insurance

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

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

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

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

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

For projects/contracts under \$500,000.00:

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

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

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

43. Automotive Liability Insurance

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

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

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

44. Workers Compensation Insurance

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

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

- State Worker's Compensation: Statutory
- Employer's Liability:\$100,000.00 Each Accident

\$500,000.00 Disease, Policy Limit \$100,000.00 Disease, Each Employee

45. All Builders Risk Insurance

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

46. Pollution Liability Insurance

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

47. Licenses

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

48. Labor Practices

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

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

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

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

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

49. Liquidated Damages

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

50. Project Completion

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

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

51. Public Works

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

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

52. Restoration

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

53. Retention

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

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

54. Compliance with Laws

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

55. Rules Regulations and Codes

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

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

56. Severance

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

57. Worksite

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

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

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

58. Computer Software

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

59. Equal Employment Opportunity

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

60. Contract Hours And Work Safety Standards Act

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

61. Davis-Bacon Wage Act

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

62. Copeland "Anti-Kickback" Act

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

63. Solid Waste Disposal Act

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

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

64. Claims and Disputes

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

65. Audits

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

66. Warranty

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

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

All Work furnished under this Contract shall be guaranteed against defective materials and workmanship, improper performance and non-compliance with the Contract Documents for a

period of one year after final acceptance of the Work, except as otherwise specified in other parts of the Contract Documents, or within such longer period of time as may be prescribed by law or provided by the manufacturer.

67. MATERIAL PRICE SPIKE ADJUSTMENT

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

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

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

Section Two: Job Order Contracting General Terms and Conditions

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

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

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

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



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

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

EXHIBIT A

RESPONSE FOR PIGGYBACK CONTRACT

1.0 Scope of Piggyback Contract

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

1.1 Requirement

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

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

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

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

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

1.2 Marketing, Sales and Administrative Support

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

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

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

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

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

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

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

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

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

1.3 Estimated Volume

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

1.4 Award Basis

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

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

1.5 Objectives of Piggyback Program

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

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

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

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

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

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

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

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of employees, and if applicable sales persons, sales persons) employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
 - a. Minority Women Business Enterprise

Yes		No
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If yes, list certifying agency:

 b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

🗌 Yes	🗌 No
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If ves,	list certifying agency:	
,,		

c. Historically Underutilized Business (HUB) ☐ Yes ☐ No

١f \		list	certifying	agency: _
- 11)	yes,	ΠSL	Certifying	agency.

d. Historically Underutilized Business Zone Enterprise (HUBZone)

🗌 Yes	🗌 No	
If yes, list cer	tifying agency:	

e. Other recognized diversity certificate holder

🗌 Yes	🗌 No
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If yes, list certifying agency: _____

- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
 - a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

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

3.3 Marketing and Sales

- A. Provide a detailed plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's employees (and if applicable sales force)with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, that could include, but is not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive
- F. Confirm Supplier will train its sales force on the Master Agreement. At a minimum, sales training should include:
 - i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
 - i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's organization (and if applicable, sales force) is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with Gordian and the OMNIA Partners team to implement, grow and service the program.
- I. Explain in detail how Supplier will manage the overall program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 5 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

- L. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
 - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.
 - v. Detail Supplier's strategies under these options when responding to a solicitation.

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EXHIBIT B

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

1. Each party will facilitate the cooperative procurement of Products.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>Participating Public Agency</u> :	OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies: NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC
Authorized Signature	Signature Sarah E. Vavra
Name	Name
	Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

EXHIBIT C PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

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

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

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

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

EXHIBIT D

ADVERTISING COMPLIANCE REQUIREMENT

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

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

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

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

Contract Number: 23-909-027

August 11, 2022

Section Two:

• Bid Submission and Required Forms

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

INTEGRITY OF BID DOCUMENTS

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

FILLABLE BID FORMS

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

SUBMITTALS CHECKLIST

Company Name:		
Signature of Buyer:		

Signature of Evaluator:

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

The list below comprises the **Required Submittals**, and they <u>must be</u> submitted at the time you submit your bid or your bid <u>will be</u> declared non-responsive. <u>Submit One (1) complete hard copy of your bid</u>, <u>and one complete electronic copy on a flash drive</u>. 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	Verified by	Verified by	Description of Required Submittal	Page No.
Bidders	Buyer	Evaluator		
			Bid Form 1: The Adjustment Factors	4-5
			Bid Form 2: Calculation of the Combined Adjustment Factors	6-7
			Bid Form 3: Addendum Acknowledgement Form	8
			Bid Form 4: Sworn Statement Under Section 287.133(3)(A), Florida Statutes, Public Entity Crimes	9-10
			Bid Form 5: Pinellas County District Schools Bid Protest Procedure	11-12

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Verified by Bidders	Verified by Buyer	Verified by Evaluator	Description of Required Submittal	Page No.
			Bid Form 6: Certificate of Insurance including evidence of workers compensation coverage	13-14
			Bid Form 7: Company Profile Questionnaire	15-18
			Bid Form 8: Diversity Vendor Certification Participation	19
			Bid Form 9: Bonding Capacity Statement	20
			Bid Form 10: Management Personnel	21-23
			Bid Form 11: References and Experience Questionnaire	24
			Bid Form 12: Value Add Questionnaire	25-28
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			Bid Form 15: FEMA Special Conditions	36-50
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Items listed <u>should be</u> submitted at the time you submit your bid to facilitate the bid evaluation process.

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

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: _	
CONTRACTOR NAME:_	

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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

GEOGRAPHIC REGION:

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

	1		
•			

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

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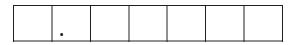
(Specify to four decimal places)

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

•		

(Specify to four decimal places)

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



(See Bid Form 2 for calculation procedure)

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

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

(CONTRACT #/TRADE:	_
(CONTRACTOR NAME:	
(GEOGRAPHICAL REGION:	
The follo	wing formula has been developed for the sole purpose of evaluating E	Bids and awarding.
Each Bid	der must complete the following calculation.	
Line 1.	Adjustment Factor for Normal Working Hours for Owner Funded Projects: Line (1.A)	
Line 2.	Multiply Line 1 by .50	
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	
Line 4.	Multiply Line 3 by .20	
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	
Line 6.	Multiply Line 5 by .10	
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	
Line 8.	Multiply Line 7 by .10	
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	
Line 10.	Multiply Line 9 by .10	
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	

(Bid Form 2 Continued on The Next Page)

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

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

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

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

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

BID FORM 3: ADDENDUM ACKNOWLEDGEMENT FORM

ADDENDA ACKNOWLEDGMENT: The undersigned also acknowledges the receipt of the following Addenda:				
ADDENDUM NO.	DATED	ADDENDUM NO.	DATED	
ADDENDUM NO.	DATED	ADDENDUM NO.	DATED	
ADDENDUM NO.	DATED	ADDENDUM NO.	DATED	
ADDENDUM NO.	DATED	ADDENDUM NO.	DATED	

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

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

1.	This sworn statement is submitted with Bid, Proposal or Contract No.
2.	This sworn statement is submitted by (Name
	of entity submitting sworn statement) whose business address is
3.	and (if applicable) its Federal Employer Identification Number (FEIN) is If the entity has no
	FEIN, include the Social Security Number of the individual signing this sworn statement:
4.	My name is and my relationship to the
	(please print name of individual signing)
	entity name above is
5.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u> , 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 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

- 6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida Statutes</u>, 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), <u>Florida Statutes</u>, *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), <u>Florida Statutes</u>, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 9. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, not any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

_		(Signature)				
D	ate:					
STATE OF						
COUNTY OF		-				
who is	APPE	EARED IN PER	SON BEFC	DRE ME (the u	indersigned a	uthority),
personally known to me or prov his/her signature in	ided the followi	ing identification	on		, an	d affixed
the space provided above on this _	day of _		, 20			
NOTARY	PUBLIC		-			
My commission expires:						
The Coheel Deard of Direllar	County Drobib	ite Die enimeinen	+: I All I			

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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 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 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 security attorney's fees.
- 3. Upon receipt of the formal written protest and protest bond which has been timely filed, the District shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final District action, unless the Superintendent sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- 4.
- a) The District shall provide an opportunity to resolve the protest by mutual agreement between the parties within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of a formal written protest.
- b) If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of the formal written protest, and if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to 120.57(2) FS and applicable District rules before a person whose qualifications have been prescribed by rules of the District.
- c) If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of the formal written protest, and if there is a disputed issue of material fact, the District shall refer the protest to the Division of Administrative Hearings for proceedings under 120.57(1) FS.
- 5. Upon receipt of a formal written protest referred pursuant to this subsection, the director of the Division of Administrative Hearings shall expedite the hearing and assign an administrative law judge who shall commence a hearing within 30 days after the receipt of the formal written protest by the division and enter a recommended order within 30 days after the hearing or within 30 days after receipt of the hearing transcript by the administrative law judge, whichever is later. Each party shall be allowed 10 days in which to submit written exceptions to the recommended order. A final order shall be entered by the District within 30 days of the entry of a recommended order. The provisions of this paragraph may be waived upon stipulation by all parties.
- 6. In a competitive-procurement protest, no submissions made after the bid or proposal opening amending or supplementing the bid or proposal shall be considered. Unless otherwise provided by statute, the burden of proof shall rest with the party protesting the proposed District action. In a competitive-procurement protest, other than a rejection of all bids, the administrative law judge shall conduct a de novo proceeding to determine whether the District's proposed action is contrary to the District's governing statutes, the District's rules or policies, or the bid or proposal specifications. The standard of

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

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 <u>Best's Financial Strength Rating</u>. The insurance company named on the Certificate of Insurance shall have a rating of "A-V" or better as stated in <u>Best's Financial Strength Rating</u>.

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 ay 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)

BID FORM 7: COMPANY PROFILE QUESTIONAIRE

- 1. What is your company's official registered name?
- 2. What is/are your corporate office location(s)?
- 3. Please provide a brief history and description of your company, including experience providing similar products/services and the year it was established.
- 4. Who is your competition in the marketplace?
- 5. What is the total number and location of employees, and if applicable, sales persons, employed?
- 6. What is the number and location of support centers, if applicable, and location of corporate office?

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

- 8. Submit FEIN and Dunn & Bradstreet report.
- 9. What are your overall public sector sales, excluding Federal Government, for last three (3) years?
- 10. What is your strategy to increase market share in the public sector?
- 11. What differentiates your company from competitors in the public sector?

- 12. Describe any green or environmental initiatives or policies.
- 13. <u>Diversity program</u> Do you currently have a diversity program or any diversity partners that you do business with?
 - Yes
 - No
 - *a.* If the answer is yes, do you plan to offer your program or partnership through this contract opportunity?

Yes
No

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- 14. Provide a copy of any diversity certifications indicated above.
- 15. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
- 16. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

- 17. Felony Conviction Notice: Indicate if the supplier
 - a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- **18.** Describe any debarment or suspension actions taken against supplier
- **19.** Provide your safety record, safety rating, EMR and worker's compensation rate where available.
- 20. Provide any additional necessary details as it relates to standard ordering methods and payment terms.

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- 22. Provide your company's subcontracting plan, as described in the scope herein.
- 23. If Supplier requires additional agreements with Participating Public Agencies, provide a copy of the proposal agreement herein.

BID FORM 8: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

<u>Diversity Vendor Certification Participation</u> - 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, disable 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 List certifying agency:	Yes	No
c.	Disabled Veterans Business Enterprise (DVBE) Respondent certifies that this firm is an DVBE List certifying agency:	Yes	No
d.	Historically Underutilized Businesses (HUB) Respondent certifies that this firm is an HUB List certifying agency:	Yes	□No
e.	Historically Underutilized Business Zone Enterprise (HUBZone) Respondent certifies that this firm is an HUBZone List certifying agency:	Yes	□No
f.	Other Respondent certifies that this firm is a recognized diversity certificate holder List certifying agency:	Yes	No

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)

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 appliable, write 'Not Applicable'

Executive Contact			
Contact Person:			
Title:			
Company:			
Address:			
City:	_State:		_Zip:
Phone:		Fax:	
Email:			
<u>Marketing</u> Contact Person:			
Title:			
Company:			
Address:			
City:			
Phone:		Fax:	
Email:			
Account Manager / Sales Lead Contact Person:			
Title:			
Company:			
Address:			
City:			Zip:
Phone:			
Email:			

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<u>Sales Support</u> Contact Person:			
Title:			
Company:			
Address:			
City:	State:	Zip:	
Phone:	Fax:		
Email:			
<u>Contract Management (if c</u> Contact Person:			
Title:			
Company:			
Address:			
City:	State:	Zip:	
Phone:	Fax:		
Email:			
<u>Financial Reporting</u> Contact Person:			
Title:			
Company:			
Address:			
City:	State:	Zip:	
Phone:	Fax:		
Email:			

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Billing & Reporting/Accounts Page	<u>yable</u>	
Contact Person:		
Title:		
Company:		
Address:		
City:	State:	_Zip:
Phone:	Fax:	
Email:		

BID FORM 11: REFERENCES AND EXPERIENCE QUESTIONNAIRE

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

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

Questions:

 Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of: Cooperative/GPO Name
 Contract Number

- 2. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.
- 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.

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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.

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

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.

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 <u>NOT</u> consider working outside of the Geographic Region.

Signature

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

Name of Bidder:					
City/State/Zip:					
Telephone No.:					
If a partnership, nam	es and addresses of partr	ners:			
Notarized					
Subscribed and swor	n to before me this	day of	, 20		
Notary Public in and	for the County of				
State of					
State of					
My commission expires:					
Signature:					

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BID FORM 14: FEDERAL CERTIFICATIONS

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.
 (c) The term does not include:

- (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
- (2) An agreement that provides only:

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

- (ii) A subsidy;
- (iii) A loan;
- (iv) A loan guarantee; or
- (v) Insurance.

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

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

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

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

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

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

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

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

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

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

(b) Is not organized primarily for profit; and

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

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

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

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

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

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

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

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

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100.000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

Does offeror agree? YES Initials of Authorized Representative of offeror

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

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

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

Does offeror agree? YES

Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES

Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES

Initials of Authorized Representative of offeror

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Does offeror agree? YES

_____Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

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

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

Does offeror agree? YES

_____Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? YES	Initials of Authorized Representative of offeror
	and local laws, rules, regulations and ordinances, as applicable. It is appliance with all provisions, laws, acts, regulations, etc. as
Offeror's Name:	
Address, City, State, and Zip Code:	
Phone Number:	Fax Number:
Printed Name and Title of Authorized Representati	ve :
Email Address:	
Signature of Authorized Representative:	Date:

BID FORM 15: FEMA SPECIAL CONDITIONS

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

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

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

Conflicts of Interest

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

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, \P 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

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. <u>Termination for Convenience:</u>

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.

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

(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. <u>Applicability of Davis-Bacon Act</u>. 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. <u>It does not apply to</u> <u>other FEMA grant and cooperative agreement programs, including the Public</u> <u>Assistance Program</u>.
- 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 aweek.
- 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.

The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that f. 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, ¶ Ε.
- 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) <u>Overtime requirements</u>. 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) <u>Violation; liability for unpaid wages; liquidated damages</u>. 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) <u>Withholding for unpaid wages and liquidated damages</u>. 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) <u>Subcontracts</u>. 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. <u>Rights to Inventions Made Under a Contract or Agreement</u>.
 - a. <u>Stafford Act Disaster Grants</u>. This requirement <u>does not apply to the Public Assistance</u>, 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 The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting

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. <u>Clean Air Act and the Federal Water Pollution Control Act</u>. 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. <u>See</u> 2 C.F.R. Part 200, Appendix II, ¶ G.
 - a. <u>The following provides a sample contract clause concerning compliance for contracts of</u> <u>amounts in excess of\$150,000</u>:
 "<u>Clean Air Act</u>
 - (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 Indiantribal 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. <u>Debarment and Suspension</u>.
 - a. <u>Applicability:</u> 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 andSuspension).
 - 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 <u>www.sam.gov</u>. 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. <u>The following provides a debarment and suspension clause. It incorporates an optional</u> <u>method of verifying that contractors are not excluded or disqualified</u>:

"Suspension and Debarment

- 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. <u>Applicability</u>: 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. <u>See</u> 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. <u>See PDAT Supplement</u>, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. <u>The following provides a Byrd Anti-Lobbying contract clause</u>:

"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 in connection with obtaining any Federal contract, *The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting*

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 certifyand disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

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 performanceschedule;

- (ii) Meetingcontract 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-cpgprogram."

11. Additional FEMARequirements.

- 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. <u>Access to Records</u>.

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. <u>See</u> 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. <u>See</u> DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
 - b. <u>The following provides a contract clause regarding DHS Seal, Logo, and Flags</u>: "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. <u>The following provides a contract clause regarding Compliance with Federal Law,</u> <u>Regulations, and Executive Orders</u>: "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 FederalGovernment.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting any matter resulting from the contract.

- b. <u>The following provides a contract clause regarding no obligation by the Federal</u> <u>Government</u>: "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. <u>The following provides a contract clause regarding Fraud and False or Fraudulent or</u> <u>Related Acts</u>: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

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

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

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

Offeror's Name:

Address, City, State, and Zip Code:

Phone Number:_______Fax Number:______

Printed Name and Title of Authorized Representative:

Email Address: ____

Signature of Authorized Representative: _____

Date:			

BID FORM 15: SIGNATURE FORM

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

Company Name:	
Address:	
City/ State/ Zip:	
Telephone No:	
Fax No:	
Email Address:	
Printed Name:	
Position with Company:	
Authorized Signature	

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

Pinellas County Schools Authorized Agent

Date

Print Name

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

Links to the CTC's can be found below:

Region 1 – Northwest FL Distribution: <u>https://fortive.box.com/s/e98chctqkothpdd82kupl7f4mnnz1lfo</u>

Region 2 – North Central West FL Distribution: <u>https://fortive.box.com/s/yt5zfgqz4q4e8mrs8fs2spgqh0oc49jq</u>

Region 3 – North Central East FL Distribution: <u>https://fortive.box.com/s/vvuxs63gl5dlhub3ukj52wp65hy9w0t7</u>

Region 4 – Northeast FL Distribution: <u>https://fortive.box.com/s/9qjvpf831ukve821wjhyughbbri7z5g6</u>

Region 5 – Central West FL Distribution: <u>https://fortive.box.com/s/c1uok2n0nywx3sq96fpui5j186m2qk5x</u>

Region 6 – Central FL Distribution: <u>https://fortive.box.com/s/mqaetw6lea7p0jrnjr0pqupnug38vzru</u>

Region 7 – Central East FL Distribution: <u>https://fortive.box.com/s/c6inf0kxbgurzyitpxbnx9cmbweejkae</u>

Region 8 – North Suncoast FL Distribution: <u>https://fortive.box.com/s/c2a6fie8as7ejdxf0o51ll18b0el31id</u>

Region 9 – South Suncoast FL Distribution: <u>https://fortive.box.com/s/is58dmsd4ks39kwcu5o3azeegryxvxv5</u>

Region 10 – Southern FL Distribution: <u>https://fortive.box.com/s/12oz7mg78nb32fg604afknuacqvsn8lp</u>

Link to the Technical Specifications can be found below

Master Technical Specifications Distribution: <u>https://fortive.box.com/s/y57w9onnwjroabip4ljsgvea8ncx6hi3</u> III. Contractor's Response to the ITB with Contractor's Signature



JOHNSON IIILAUX650 Garden Commerce Pkwy, Ste 100CONSTRUCTIONWinter Garden, FL 34787 | 407.770.2180

Prepared for: Pinellas County Schools Job Order Contracting Services In the State of Florida Contract Number: 23-909-027

Setember 15, 2022

Bid Submission and Required Forms



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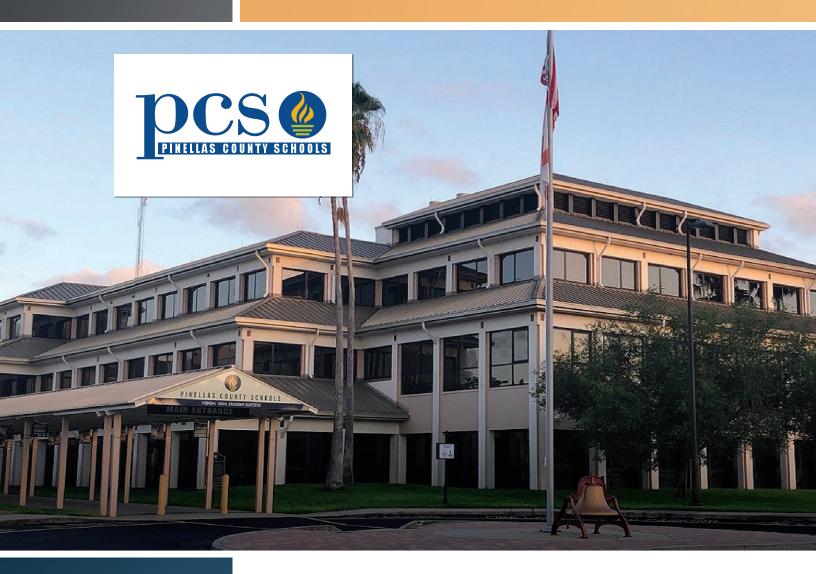
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JOHNSON III LAUX
CONSTRUCTION650 Garden Commerce Pkwy, Ste 100
Winter Garden, FL 34787 | 407.770.2180

TAB 1

BID FORM 1: The Adjustment Factors BID FORM 2: Calculation of the Combined Adjustment Factors Section One: Instruction to Bidders and Award Process

Invitation for Bid Solicitation Table Region 1, Northwest Florida

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

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE	23-909-027-01-GC-A
CUNTRACT #/TRADE.	23-909-02/-01-0C-A

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 1, Northwest 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	•	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.215

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

1	2	2	5	0

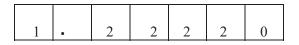
(Specify to four decimal places)

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1	2	0	7	2
I	2	9	1	3

(Specify to four decimal places)

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



(See Bid Form 2 for calculation procedure)

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

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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: 23-909-027-01-GC-A

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 1, Northwest 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2150
Line 4.	Multiply Line 3 by .20	0.2430
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2200
Line 6.	Multiply Line 5 by .10	0.1220
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2250
Line 8.	Multiply Line 7 by .10	0.1225
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2222

(Bid Form 2 Continued on The Next Page)

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

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

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

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

(The rest of this page is intentionally left blank)

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE	23-909-027-01-GС-В
CUNTRACT #/TRADE:	23-909-02/-01-GC-D

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 1, Northwest 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	•	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 .	2	1	5	0
-----	---	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

1	2	2	-	0
	2	2	5	0

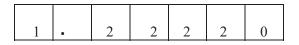
(Specify to four decimal places)

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1	2	0	7	2
I	2	9	1	3

(Specify to four decimal places)

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



(See Bid Form 2 for calculation procedure)

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

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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: <u>23-909-027-01-GC-B</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 1, Northwest 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2150
Line 4.	Multiply Line 3 by .20	0.2430
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2200
Line 6.	Multiply Line 5 by .10	0.1220
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2250
Line 8.	Multiply Line 7 by .10	0.1225
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2222

(Bid Form 2 Continued on The Next Page)

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

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

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

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

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BID FORM 1: THE ADJUSTMENT FACTORS

	22 000 027 01 CC C
CUNTRACT #/TRADE:	23-909-027-01-GC-C

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 1, Northwest 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.215

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

1	2	2	5	0

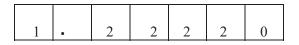
(Specify to four decimal places)

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1	2	0	7	2
I	2	9	1	3

(Specify to four decimal places)

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



(See Bid Form 2 for calculation procedure)

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

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> be equal to or higher than the Normal Working Hours Adjustment Factors.

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

(The rest of this page is intentionally left blank)

CONTRACT #/TRADE: 23-909-027-01-GC-C

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 1, Northwest 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2150
Line 4.	Multiply Line 3 by .20	0.2430
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2200
Line 6.	Multiply Line 5 by .10	0.1220
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2250
Line 8.	Multiply Line 7 by .10	0.1225
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2222

(Bid Form 2 Continued on The Next Page)

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

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

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

CONTRACT #/TRADE	22 000 027 01 CC D
CUNTRACT #/TRADE:	23-909-027-01-GC-D

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 1, Northwest 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.215

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

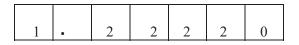
1	2	2	5	0

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1	2	0	7	2
I	2	9	1	3

(Specify to four decimal places)

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



(See Bid Form 2 for calculation procedure)

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

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-01-GC-D

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 1, Northwest 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2150
Line 4.	Multiply Line 3 by .20	0.2430
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2200
Line 6.	Multiply Line 5 by .10	0.1220
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2250
Line 8.	Multiply Line 7 by .10	0.1225
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2222

(Bid Form 2 Continued on The Next Page)

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

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

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

CONTRACT #/TRADE	23-909-027-01-GС-Е
CUNTRACT #/TRADE:	23-909-02/-01-GC-E

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 1, Northwest 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	•	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 .	2	1	5	0
-----	---	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

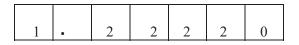
1	2	2	5	0

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1	2	0	7	2
I	2	9	1	3

(Specify to four decimal places)

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



(See Bid Form 2 for calculation procedure)

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

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-01-GC-E</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 1, Northwest 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2150
Line 4.	Multiply Line 3 by .20	0.2430
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2200
Line 6.	Multiply Line 5 by .10	0.1220
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2250
Line 8.	Multiply Line 7 by .10	0.1225
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2222

(Bid Form 2 Continued on The Next Page)

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

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

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

CONTRACT #/TRADE	23-909-027-01-GC-F
CUNTRACT #/TRADE:	23-909-02/-01-GC-F

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 1, Northwest 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	•	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.215

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

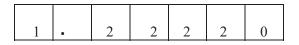
1	2	2	5	0

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1	2	0	7	2
I	2	9	1	3

(Specify to four decimal places)

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



(See Bid Form 2 for calculation procedure)

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

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-01-GC-F</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 1, Northwest 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2150
Line 4.	Multiply Line 3 by .20	0.2430
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2200
Line 6.	Multiply Line 5 by .10	0.1220
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2250
Line 8.	Multiply Line 7 by .10	0.1225
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2222

(Bid Form 2 Continued on The Next Page)

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

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

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

	22 000 027 01 CC C
CUNTRACT #/TRADE:	23-909-027-01-GC-G

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 1, Northwest 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.215

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

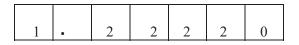
1	2	2	5	0

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1	2	0	7	2
I	2	9	1	3

(Specify to four decimal places)

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



(See Bid Form 2 for calculation procedure)

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

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-01-GC-G

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 1, Northwest 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2150
Line 4.	Multiply Line 3 by .20	0.2430
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2200
Line 6.	Multiply Line 5 by .10	0.1220
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2250
Line 8.	Multiply Line 7 by .10	0.1225
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2222

(Bid Form 2 Continued on The Next Page)

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

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

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

	00 000 007 01 CC H
CONTRACT #/TRADE:	23-909-027-01-GС-Н

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 1, Northwest 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	•	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 .	2 1	5	0
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(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

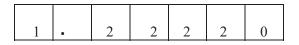
1	2	2	-	0
	2	2	5	0

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1	2	0	7	2
I	2	9	1	3

(Specify to four decimal places)

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



(See Bid Form 2 for calculation procedure)

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

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-01-GC-H</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 1, Northwest 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2150
Line 4.	Multiply Line 3 by .20	0.2430
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2200
Line 6.	Multiply Line 5 by .10	0.1220
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2250
Line 8.	Multiply Line 7 by .10	0.1225
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2222

(Bid Form 2 Continued on The Next Page)

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

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

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

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

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

CONTRACT #/TRADE: 23-909-027-02-GC-A

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 2, North Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1.	•	2	1	0	0
--	----	---	---	---	---	---

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

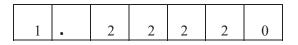
1.	2	2	5	0
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- 5. <u>Non-Pre-Priced Adjustment Factor</u>: To be applied to work deemed not to be included in the CTC but within the general scope of the work.
 - 5.A Adjustment Factor <u>With</u> Administrative Fees:

1 . 2	9	7	3
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(Specify to four decimal places)

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



(See Bid Form 2 for calculation procedure)

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

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: _ 23-909-027-02-GC-A

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 2, North Central West 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2150
Line 4.	Multiply Line 3 by .20	0.2430
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2200
Line 6.	Multiply Line 5 by .10	0.1220
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2250
Line 8.	Multiply Line 7 by .10	0.1225
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2222

(Bid Form 2 Continued on The Next Page)

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

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

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

CONTRACT #/TRADE: 23-909-027-02-GC-B

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 2, North Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1.	•	2	1	0	0
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(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 2 0 0

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

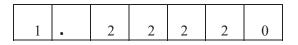
1.	2	2	5	0
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- 5. <u>Non-Pre-Priced Adjustment Factor</u>: To be applied to work deemed not to be included in the CTC but within the general scope of the work.
 - 5.A Adjustment Factor <u>With</u> Administrative Fees:

1 . 2	9	7	3
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(Specify to four decimal places)

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



(See Bid Form 2 for calculation procedure)

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

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-02-GC-B</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 2, North Central West 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2150
Line 4.	Multiply Line 3 by .20	0.2430
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2200
Line 6.	Multiply Line 5 by .10	0.1220
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2250
Line 8.	Multiply Line 7 by .10	0.1225
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2222

(Bid Form 2 Continued on The Next Page)

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

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

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

CONTRACT #/TRADE: 23-909-027-02-GC-C

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 2, North Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1.	•	2	1	0	0
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(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.215

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 2 0 0

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

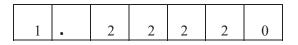
1.	2	2	5	0
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- 5. <u>Non-Pre-Priced Adjustment Factor</u>: To be applied to work deemed not to be included in the CTC but within the general scope of the work.
 - 5.A Adjustment Factor <u>With</u> Administrative Fees:

1.	2 9	7	3
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(Specify to four decimal places)

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



(See Bid Form 2 for calculation procedure)

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

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-02-GC-C

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 2, North Central West 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2150
Line 4.	Multiply Line 3 by .20	0.2430
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2200
Line 6.	Multiply Line 5 by .10	0.1220
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2250
Line 8.	Multiply Line 7 by .10	0.1225
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2222

(Bid Form 2 Continued on The Next Page)

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

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

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

CONTRACT #/TRADE: 23-909-027-02-GC-D

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 2, North Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1.	•	2	1	0	0
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(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.215

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

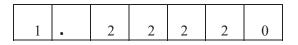
1.	2	2	5	0
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- 5. <u>Non-Pre-Priced Adjustment Factor</u>: To be applied to work deemed not to be included in the CTC but within the general scope of the work.
 - 5.A Adjustment Factor <u>With</u> Administrative Fees:

1 . 2	9	7	3
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(Specify to four decimal places)

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



(See Bid Form 2 for calculation procedure)

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

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-02-GC-D</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 2, North Central West 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2150
Line 4.	Multiply Line 3 by .20	0.2430
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2200
Line 6.	Multiply Line 5 by .10	0.1220
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2250
Line 8.	Multiply Line 7 by .10	0.1225
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2222

(Bid Form 2 Continued on The Next Page)

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

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

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

CONTRACT #/TRADE: 23-909-027-02-GC-E

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 2, North Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1.	•	2	1	0	0
--	----	---	---	---	---	---

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.215

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 2 0 0

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

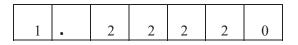
1 .	2	2	5	0
-----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1 . 2	9	7	3
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(Specify to four decimal places)

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



(See Bid Form 2 for calculation procedure)

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

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-02-GC-E</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 2, North Central West 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2150
Line 4.	Multiply Line 3 by .20	0.2430
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2200
Line 6.	Multiply Line 5 by .10	0.1220
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2250
Line 8.	Multiply Line 7 by .10	0.1225
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2222

(Bid Form 2 Continued on The Next Page)

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

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

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

CONTRACT #/TRADE: 23-909-027-02-GC-F

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 2, North Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1.	•	2	1	0	0
--	----	---	---	---	---	---

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.215

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

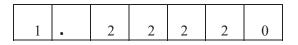
1.	2	2	5	0
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1 . 2	9	7	3
-------	---	---	---

(Specify to four decimal places)

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



(See Bid Form 2 for calculation procedure)

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

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-02-GC-F</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 2, North Central West 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2150
Line 4.	Multiply Line 3 by .20	0.2430
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2200
Line 6.	Multiply Line 5 by .10	0.1220
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2250
Line 8.	Multiply Line 7 by .10	0.1225
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2222

(Bid Form 2 Continued on The Next Page)

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

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

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

CONTRACT #/TRADE: 23-909-027-02-GC-G

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 2, North Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1.	•	2	1	0	0
--	----	---	---	---	---	---

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 2 0 0

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

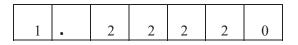
1.	2	2	5	0
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- 5. <u>Non-Pre-Priced Adjustment Factor</u>: To be applied to work deemed not to be included in the CTC but within the general scope of the work.
 - 5.A Adjustment Factor <u>With</u> Administrative Fees:

1 . 2	9	7	3
-------	---	---	---

(Specify to four decimal places)

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



(See Bid Form 2 for calculation procedure)

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

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-02-GC-G</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 2, North Central West 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2150
Line 4.	Multiply Line 3 by .20	0.2430
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2200
Line 6.	Multiply Line 5 by .10	0.1220
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2250
Line 8.	Multiply Line 7 by .10	0.1225
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2222

(Bid Form 2 Continued on The Next Page)

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

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

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

CONTRACT #/TRADE: 23-909-027-02-GC-H

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 2, North Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1.	•	2	1	0	0
--	----	---	---	---	---	---

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

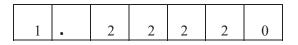
1.	2	2	5	0
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- 5. <u>Non-Pre-Priced Adjustment Factor</u>: To be applied to work deemed not to be included in the CTC but within the general scope of the work.
 - 5.A Adjustment Factor <u>With</u> Administrative Fees:

1 . 2	9	7	3
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(Specify to four decimal places)

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



(See Bid Form 2 for calculation procedure)

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

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-02-GC-H</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 2, North Central West 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2150
Line 4.	Multiply Line 3 by .20	0.2430
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2200
Line 6.	Multiply Line 5 by .10	0.1220
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2250
Line 8.	Multiply Line 7 by .10	0.1225
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2222

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

Section One: Instruction to Bidders and Award Process

Invitation for Bid Solicitation Table Region 3, North Central East Florida

Contract Number	Trade	Bid Due Date and Time	Estimated Annual Value	Maximum Term
23-909-027-03-GC-A	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-GC-B	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-GC-C	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-GC-D	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-GC-E	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-GC-F	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-GC-G	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-03-GC-H	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years

CONTRACT #/TRADE: 23-909-027-03-GC-A

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 3, North 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 .	2	1	5	0
-----	---	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

$1 \cdot 2 \cdot 0 = 0$

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

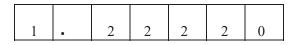
1.	2	2	5	0
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1 .	2	9	7	3
-----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-03-GC-A

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 3, North 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)	1.2100
Line 2.	Multiply Line 1 by .50	_0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2150
Line 4.	Multiply Line 3 by .20	0.2430
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2200
Line 6.	Multiply Line 5 by .10	0.1220
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2250
Line 8.	Multiply Line 7 by .10	0.1225
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2222

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-03-GC-B

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 3, North 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 .	2	1	5	0
-----	---	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	2	0	0

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

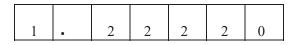
1.	2	2	5	0
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1 .	2	9	7	3
-----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-03-GC-B</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 3, North 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2150
Line 4.	Multiply Line 3 by .20	0.2430
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2200
Line 6.	Multiply Line 5 by .10	0.1220
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2250
Line 8.	Multiply Line 7 by .10	0.1225
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2222

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-03-GC-C

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 3, North 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 .	2	1	5	0
-----	---	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	2	0	0

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

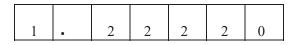
1.	2	2	5	0
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1 .	2	9	7	3
-----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-03-GC-C

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 3, North 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2150
Line 4.	Multiply Line 3 by .20	0.2430
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2200
Line 6.	Multiply Line 5 by .10	0.1220
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2250
Line 8.	Multiply Line 7 by .10	0.1225
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2222

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-03-GC-D

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 3, North 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 .	2	1	5	0
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(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	2	0	0

(Specify to four decimal places)

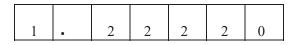
- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:
 - 4.A Adjustment Factor <u>With</u> Administrative Fees:

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1 .	2	9	7	3
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(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-03-GC-D

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 3, North 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)	1.2100
Line 2.	Multiply Line 1 by .50	_0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2150
Line 4.	Multiply Line 3 by .20	0.2430
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2200
Line 6.	Multiply Line 5 by .10	0.1220
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2250
Line 8.	Multiply Line 7 by .10	0.1225
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2222

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-03-GC-E

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 3, North 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 .	2	1	5	0
-----	---	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	2	0	0

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

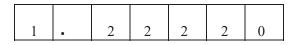
1.	2	2	5	0
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1 .	2	9	7	3
-----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-03-GC-E</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 3, North 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)	1.2100
Line 2.	Multiply Line 1 by .50	_0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2150
Line 4.	Multiply Line 3 by .20	0.2430
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2200
Line 6.	Multiply Line 5 by .10	0.1220
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2250
Line 8.	Multiply Line 7 by .10	0.1225
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2222

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-03-GC-F

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 3, North 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 .	2	1	5	0
-----	---	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

$1 \cdot 2 \cdot 0 0$

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

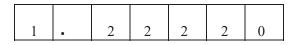
1.	2	2	5	0
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1 .	2	9	7	3
-----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-03-GC-F</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 3, North 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2150
Line 4.	Multiply Line 3 by .20	0.2430
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2200
Line 6.	Multiply Line 5 by .10	0.1220
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2250
Line 8.	Multiply Line 7 by .10	0.1225
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2222

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-03-GC-G

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 3, North 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 . 2	2 1	5	0
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(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1		2	0	0
1 •	2	2	0	0

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

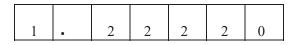
1.	2	2	5	0
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1 .	2	9	7	3
-----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-03-GC-G</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 3, North 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)	1.2100
Line 2.	Multiply Line 1 by .50	_0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2150
Line 4.	Multiply Line 3 by .20	0.2430
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2200
Line 6.	Multiply Line 5 by .10	0.1220
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2250
Line 8.	Multiply Line 7 by .10	0.1225
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2222

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-03-GC-H

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 3, North 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 .	2	1	5	0
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(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

$1 \cdot 2 \cdot 0 = 0$

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

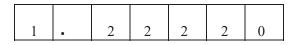
1.	2	2	5	0
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- 5. <u>Non-Pre-Priced Adjustment Factor</u>: To be applied to work deemed not to be included in the CTC but within the general scope of the work.
 - 5.A Adjustment Factor <u>With</u> Administrative Fees:

1 .	2	9	7	3
-----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-03-GC-H</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 3, North 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2150
Line 4.	Multiply Line 3 by .20	0.2430
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2200
Line 6.	Multiply Line 5 by .10	0.1220
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2250
Line 8.	Multiply Line 7 by .10	0.1225
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2222

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

Section One: Instruction to Bidders and Award Process

Invitation for Bid Solicitation Table Region 4, North Central West Florida

Contract Number	Trade	Bid Due Date and Time	Estimated Annual	Maximum
			Value	Term
23-909-027-04-GC-A	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-GC-B	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-GC-C	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-GC-D	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-GC-E	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-GC-F	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-GC-G	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-GC-H	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-GC-I	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-04-GC-J	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years

CONTRACT #/TRADE: 23-909-027-04-GC-A

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 4, North Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 1 0 0

(Specify to four decimal places)

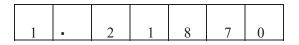
- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:
 - 4.A Adjustment Factor <u>With</u> Administrative Fees:

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: _23-909-027-04-GC-A

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 4, North Central West 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2100
Line 4.	Multiply Line 3 by .20	0.2420
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2100
Line 6.	Multiply Line 5 by .10	0.1210
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2100
Line 8.	Multiply Line 7 by .10	0.1210
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2187

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-04-GC-B

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 4, North Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 1 0 0

(Specify to four decimal places)

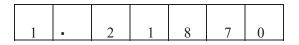
- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:
 - 4.A Adjustment Factor <u>With</u> Administrative Fees:

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.	2	9	7	3
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(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-04-GC-B</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 4, North Central West 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2100
Line 4.	Multiply Line 3 by .20	0.2420
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2100
Line 6.	Multiply Line 5 by .10	0.1210
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2100
Line 8.	Multiply Line 7 by .10	0.1210
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2187

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-04-GC-C

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 4, North Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.2	1 0 0
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(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 1 0 0

(Specify to four decimal places)

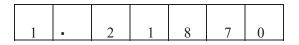
- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:
 - 4.A Adjustment Factor <u>With</u> Administrative Fees:

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-04-GC-C

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 4, North Central West 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2100
Line 4.	Multiply Line 3 by .20	0.2420
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2100
Line 6.	Multiply Line 5 by .10	0.1210
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2100
Line 8.	Multiply Line 7 by .10	0.1210
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2187

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-04-GC-D

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 4, North Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.2	1 0 0
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(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 1 0 0

(Specify to four decimal places)

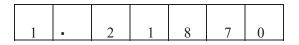
- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:
 - 4.A Adjustment Factor <u>With</u> Administrative Fees:

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-04-GC-D

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 4, North Central West 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2100
Line 4.	Multiply Line 3 by .20	0.2420
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2100
Line 6.	Multiply Line 5 by .10	0.1210
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2100
Line 8.	Multiply Line 7 by .10	0.1210
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2187

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-04-GC-E

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 4, North Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.2	1 0 0
-----	-------

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 1 0 0

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

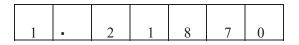
1 .	2	1	0	0
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- 5. <u>Non-Pre-Priced Adjustment Factor</u>: To be applied to work deemed not to be included in the CTC but within the general scope of the work.
 - 5.A Adjustment Factor <u>With</u> Administrative Fees:

1.	2	9	7	3
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(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-04-GC-E

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 4, North Central West 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2100
Line 4.	Multiply Line 3 by .20	0.2420
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2100
Line 6.	Multiply Line 5 by .10	0.1210
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2100
Line 8.	Multiply Line 7 by .10	0.1210
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2187

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-04-GC-F

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 4, North Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.2	1 0 0
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(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 1 0 0

(Specify to four decimal places)

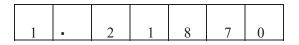
- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:
 - 4.A Adjustment Factor <u>With</u> Administrative Fees:

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-04-GC-F

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 4, North Central West 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2100
Line 4.	Multiply Line 3 by .20	0.2420
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2100
Line 6.	Multiply Line 5 by .10	0.1210
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2100
Line 8.	Multiply Line 7 by .10	0.1210
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2187

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-04-GC-G

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 4, North Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.2	1 0 0
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(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 1 0 0

(Specify to four decimal places)

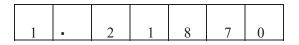
- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:
 - 4.A Adjustment Factor <u>With</u> Administrative Fees:

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: _23-909-027-04-GC-G

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 4, North Central West 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2100
Line 4.	Multiply Line 3 by .20	0.2420
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2100
Line 6.	Multiply Line 5 by .10	0.1210
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2100
Line 8.	Multiply Line 7 by .10	0.1210
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2187

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-04-GC-H

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 4, North Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.2	1 0 0
-----	-------

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 1 0 0

(Specify to four decimal places)

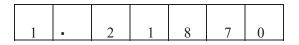
- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:
 - 4.A Adjustment Factor <u>With</u> Administrative Fees:

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-04-GC-H</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 4, North Central West 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2100
Line 4.	Multiply Line 3 by .20	0.2420
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2100
Line 6.	Multiply Line 5 by .10	0.1210
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2100
Line 8.	Multiply Line 7 by .10	0.1210
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2187

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-04-GC-I

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 4, North Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.2	1 0 0
-----	-------

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 1 0 0

(Specify to four decimal places)

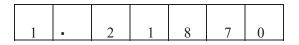
- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:
 - 4.A Adjustment Factor <u>With</u> Administrative Fees:

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-04-GC-I

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 4, North Central West 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2100
Line 4.	Multiply Line 3 by .20	0.2420
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2100
Line 6.	Multiply Line 5 by .10	0.1210
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2100
Line 8.	Multiply Line 7 by .10	0.1210
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2187

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-04-GC-J

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 4, North Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	1	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.2	1 0 0
-----	-------

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 1 0 0

(Specify to four decimal places)

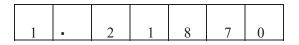
- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:
 - 4.A Adjustment Factor <u>With</u> Administrative Fees:

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-04-GC-J

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 4, North Central West 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)	1.2100
Line 2.	Multiply Line 1 by .50	0.6050
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2100
Line 4.	Multiply Line 3 by .20	0.2420
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2100
Line 6.	Multiply Line 5 by .10	0.1210
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2100
Line 8.	Multiply Line 7 by .10	0.1210
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2187

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

Section One: Instruction to Bidders and Award Process

Invitation for Bid Solicitation Table Region 5, Central West Florida

Contract Number	Trade	Bid Due Date and Time	Estimated Annual Value	Maximum Term
23-909-027-05-GC-A	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-GC-B	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-GC-C	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-GC-D	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-GC-E	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-GC-F	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-GC-G	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-05-GC-H	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years

CONTRACT #/TRADE	22 000 027 05 CC A
CONTRACT #/TRADE:	23-909-027-05-GC-A

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 5, Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	5	0
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(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	5	0
----	---	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	5	0
--	---	---	---	---	---	---

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

1	2	0	7	5

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1 . 2 9	7	3
---------	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-05-GC-A</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 5, Central West 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)	1.2050
Line 2.	Multiply Line 1 by .50	0.6025
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2050
Line 4.	Multiply Line 3 by .20	0.2410
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2050
Line 6.	Multiply Line 5 by .10	0.1205
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for	
	Owner Funded Projects Line (4.A)	1.2075
Line 8.	Multiply Line 7 by .10	0.1208
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2145

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	23-909-027-05-GС-В
CUNTRACT #/TRADE:	23-909-02/-03-GC-B

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 5, Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	5	0
--	---	---	---	---	---	---

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	5	0
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(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1		2	0	5	0
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(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

1	2	0	7	5

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1 . 2 9	7	3
---------	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-05-GC-B</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 5, Central West 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)	1.2050
Line 2.	Multiply Line 1 by .50	0.6025
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2050
Line 4.	Multiply Line 3 by .20	0.2410
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2050
Line 6.	Multiply Line 5 by .10	0.1205
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for	
	Owner Funded Projects Line (4.A)	1.2075
Line 8.	Multiply Line 7 by .10	0.1208
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2145

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

	22 000 027 05 CC C
CUNTRACT #/TRADE:	23-909-027-05-GC-C

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 5, Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	5	0
--	---	---	---	---	---	---

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	5	0
----	---	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

1	2	0	7	5

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1 . 2 9	7	3
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(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-05-GC-C

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 5, Central West 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)	1.2050
Line 2.	Multiply Line 1 by .50	0.6025
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2050
Line 4.	Multiply Line 3 by .20	0.2410
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2050
Line 6.	Multiply Line 5 by .10	0.1205
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for	
	Owner Funded Projects Line (4.A)	1.2075
Line 8.	Multiply Line 7 by .10	0.1208
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2145

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	23 000 027 05 GC D
CUNTRACT #/TRADE:	23-909-027-05-GC-D

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 5, Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	5	0
--	---	---	---	---	---	---

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	5	0
----	---	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

1	2	0	7	5

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1 . 2 9	7	3
---------	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-05-GC-D</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 5, Central West 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)	1.2050
Line 2.	Multiply Line 1 by .50	0.6025
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2050
Line 4.	Multiply Line 3 by .20	0.2410
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2050
Line 6.	Multiply Line 5 by .10	0.1205
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for	
	Owner Funded Projects Line (4.A)	1.2075
Line 8.	Multiply Line 7 by .10	0.1208
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2145

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-05-GC-E

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 5, Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	5	0
--	---	---	---	---	---	---

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	5	0
----	---	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 2 0 5 0

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

1	2	0	7	5

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1 . 2 9	7	3
---------	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-05-GC-E</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 5, Central West 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)	1.2050
Line 2.	Multiply Line 1 by .50	0.6025
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2050
Line 4.	Multiply Line 3 by .20	0.2410
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2050
Line 6.	Multiply Line 5 by .10	0.1205
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for	
	Owner Funded Projects Line (4.A)	1.2075
Line 8.	Multiply Line 7 by .10	0.1208
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2145

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	23-909-027-05-GC-F
$CONTINACT \pi/TNADL.$	23-707-027-03-0C-I

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 5, Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	5	0
----	---	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

1	2	0	7	5

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1 . 2 9	7	3
---------	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-05-GC-F</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 5, Central West 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)	1.2050
Line 2.	Multiply Line 1 by .50	0.6025
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2050
Line 4.	Multiply Line 3 by .20	0.2410
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2050
Line 6.	Multiply Line 5 by .10	0.1205
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for	
	Owner Funded Projects Line (4.A)	1.2075
Line 8.	Multiply Line 7 by .10	0.1208
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2145

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	23-909-027-05-GC-G
CUNTRACT #/TRADE:	23-909-02/-03-00-0

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 5, Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	5	0
--	---	---	---	---	---	---

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	5	0
----	---	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	5	0
--	---	---	---	---	---	---

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

1	2	0	7	5

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1 . 2 9	7	3
---------	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-05-GC-G</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 5, Central West 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)	1.2050
Line 2.	Multiply Line 1 by .50	0.6025
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2050
Line 4.	Multiply Line 3 by .20	0.2410
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2050
Line 6.	Multiply Line 5 by .10	0.1205
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2075
Line 8.	Multiply Line 7 by .10	0.1208
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2145

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	22 000 027 05 CC U
CUNTRACT #/TRADE:	23-909-027-05-GC-Н

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 5, Central West 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	5	0
--	---	---	---	---	---	---

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	5	0
----	---	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

1 .	2	0	7	5
-----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1 . 2 9	7	3
---------	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-05-GC-H</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 5, Central West 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)	1.2050
Line 2.	Multiply Line 1 by .50	0.6025
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2050
Line 4.	Multiply Line 3 by .20	0.2410
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2050
Line 6.	Multiply Line 5 by .10	0.1205
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2075
Line 8.	Multiply Line 7 by .10	0.1208
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2145

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

Section One: Instruction to Bidders and Award Process

Invitation for Bid Solicitation Table Region 6, Central Florida

Contract Number	Trade	Bid Due Date and Time	Estimated Annual Value	Maximum Term
23-909-027-06-GC-A	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-GC-B	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-GC-C	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-GC-D	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-GC-E	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-GC-F	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-GC-G	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-06-GC-H	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years

	22 000 027 06 CC A
CONTRACT #/TRADE:	23-909-027-06-GC-A

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 6, Central 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	0	0
--	---	---	---	---	---	---

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	0	0
----	---	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

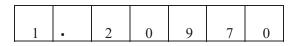
1.	2	0	0	0
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.2	9	7	3
-----	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-06-GC-A

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 6, Central 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)	1.2000
Line 2.	Multiply Line 1 by .50	0.6000
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2000
Line 6.	Multiply Line 5 by .10	0.1200
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for	
	Owner Funded Projects Line (4.A)	1.2000
Line 8.	Multiply Line 7 by .10	0.1200
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2097

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	23-909-027-06-GC-В
CUNINACI #/INADE.	23-909-02/-00-0C-D

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 6, Central 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	0	0
--	---	---	---	---	---	---

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	0	0
----	---	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

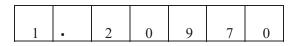
1.	2	0	0	0
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.2	9	7	3
-----	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-06-GC-B

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 6, Central 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)	1.2000
Line 2.	Multiply Line 1 by .50	0.6000
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2000
Line 6.	Multiply Line 5 by .10	0.1200
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2000
Line 8.	Multiply Line 7 by .10	0.1200
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2097

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	23-909-027-06-GC-C
CUNTRACT #/TRADE.	23-909-027-00-00-

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 6, Central 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1		2	0	0	0
1	•	2	U	0	0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	0	0
----	---	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

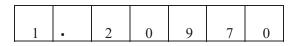
1 .	2	0	0	0
-----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.2	9	7	3
-----	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-06-GC-C</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 6, Central 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)	1.2000
Line 2.	Multiply Line 1 by .50	0.6000
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2000
Line 6.	Multiply Line 5 by .10	0.1200
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for	
	Owner Funded Projects Line (4.A)	1.2000
Line 8.	Multiply Line 7 by .10	0.1200
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2097

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	23-909-027-06-GC-D
CUNTRACT #/TRADE.	23-909-02/-00-GC-D

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 6, Central 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1		2	0	0	0
1	•	-	0	0	0
-					

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	0	0
----	---	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

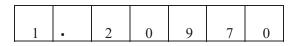
1 .	2	0	0	0
-----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.2	9	7	3
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(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-06-GC-D

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 6, Central 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)	1.2000
Line 2.	Multiply Line 1 by .50	0.6000
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2000
Line 6.	Multiply Line 5 by .10	0.1200
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for	
	Owner Funded Projects Line (4.A)	1.2000
Line 8.	Multiply Line 7 by .10	0.1200
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2097

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	23-909-027-06-GС-Е
CUNTRACT #/TRADE.	23-909-02/-00-OC-E

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 6, Central 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	0	0
--	---	---	---	---	---	---

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 •	2	0	0	0
-----	---	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

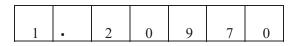
1.	2	0	0	0
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.2	9	7	3
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(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-06-GC-E

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 6, Central 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)	1.2000
Line 2.	Multiply Line 1 by .50	0.6000
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2000
Line 6.	Multiply Line 5 by .10	0.1200
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for	
	Owner Funded Projects Line (4.A)	1.2000
Line 8.	Multiply Line 7 by .10	0.1200
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2097

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	23-909-027-06-GC-F
CUNTRACT #/TRADE.	23-909-02/-00-GC-F

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 6, Central 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1		2	0	0	0
1	•	-	0	0	0
-					

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	0	0
----	---	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 0 0 0

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

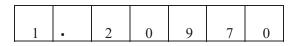
1 .	2	0	0	0
-----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.2	9	7	3
-----	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-06-GC-F</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 6, Central 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)	1.2000
Line 2.	Multiply Line 1 by .50	0.6000
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2000
Line 6.	Multiply Line 5 by .10	0.1200
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2000
Line 8.	Multiply Line 7 by .10	0.1200
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2097

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	23-909-027-06-GC-G
CONTRACT #/TRADE:	23-909-02/-00-00-0

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 6, Central 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	0	0
--	---	---	---	---	---	---

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	0	0
----	---	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 0 0 0

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

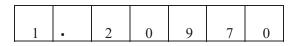
1 .	2	0	0	0
-----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.2	9	7	3
-----	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-06-GC-G

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 6, Central 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)	1.2000
Line 2.	Multiply Line 1 by .50	0.6000
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2000
Line 6.	Multiply Line 5 by .10	0.1200
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for	
	Owner Funded Projects Line (4.A)	1.2000
Line 8.	Multiply Line 7 by .10	0.1200
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2097

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	23-909-027-06-GC-Н
CUNTRACT #/TRADE:	23-909-02/-00-GC-A

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 6, Central 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	0	0
--	---	---	---	---	---	---

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	0	0
----	---	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 0 0 0

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

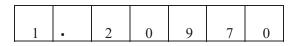
1 .	2	0	0	0
-----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.2	9	7	3
-----	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-06-GC-H</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 6, Central 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)	1.2000
Line 2.	Multiply Line 1 by .50	0.6000
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2000
Line 6.	Multiply Line 5 by .10	0.1200
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for	
	Owner Funded Projects Line (4.A)	1.2000
Line 8.	Multiply Line 7 by .10	0.1200
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2097

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

Section One: Instruction to Bidders and Award Process

Invitation for Bid Solicitation Table Region 7, Central East Florida

Contract Number	Trade	Bid Due Date and Time	Estimated Annual Value	Maximum Term
23-909-027-07-GC-A	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-GC-B	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-GC-C	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-GC-D	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-GC-E	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-GC-F	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-GC-G	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-07-GC-H	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years

	23 000 027 07 CC A
CONTRACT #/TRADE:	23-909-027-07-GC-A

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 7, 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.2	0	0	5
-----	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 0 0 5

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

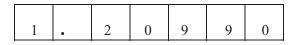
1.	2	0	0	5
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-07-GC-A

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 7, 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)	1.2000
Line 2.	Multiply Line 1 by .50	0.6000
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2005
Line 4.	Multiply Line 3 by .20	0.2401
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2005
Line 6.	Multiply Line 5 by .10	0.1201
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2005
Line 8.	Multiply Line 7 by .10	0.1201
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2099

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	23-909-027-07-GС-В
CUNTRACT #/TRADE:	23-909-02/-0/-GC-B

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 7, 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1		2	0	0	0
--	---	--	---	---	---	---

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.2	0	0	5
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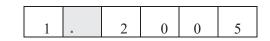
(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 0 0 5

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

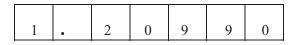


- 5. <u>Non-Pre-Priced Adjustment Factor</u>: To be applied to work deemed not to be included in the CTC but within the general scope of the work.
 - 5.A Adjustment Factor <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-07-GC-B</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 7, 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)	1.2000
Line 2.	Multiply Line 1 by .50	_0.6000
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2005
Line 4.	Multiply Line 3 by .20	0.2401
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2005
Line 6.	Multiply Line 5 by .10	0.1201
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2005
Line 8.	Multiply Line 7 by .10	0.1201
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2099

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	23-909-027-07-GС-С
CONTRACT #/ TRADL.	23-909-027-07-0C-C

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 7, 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1		2	0	0	0
--	---	--	---	---	---	---

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.2	0	0	5
-----	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

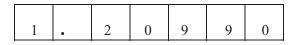


- 5. <u>Non-Pre-Priced Adjustment Factor</u>: To be applied to work deemed not to be included in the CTC but within the general scope of the work.
 - 5.A Adjustment Factor <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-07-GC-C</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 7, 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)	1.2000
Line 2.	Multiply Line 1 by .50	_0.6000
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2005
Line 4.	Multiply Line 3 by .20	0.2401
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2005
Line 6.	Multiply Line 5 by .10	0.1201
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2005
Line 8.	Multiply Line 7 by .10	0.1201
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2099

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	23-909-027-07-GC-D
CUNTRACT #/TRADE:	23-909-02/-0/-GC-D

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 7, 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	0	0
--	---	---	---	---	---	---

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.2	0	0	5
-----	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 0 0 5

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

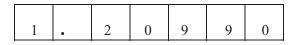
1.	2	0	0	5
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-07-GC-D</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 7, 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)	1.2000
Line 2.	Multiply Line 1 by .50	_0.6000
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2005
Line 4.	Multiply Line 3 by .20	0.2401
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2005
Line 6.	Multiply Line 5 by .10	0.1201
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2005
Line 8.	Multiply Line 7 by .10	0.1201
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2099

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	23-909-027-07-GС-Е
CUNTRACT#/TRADE.	23-909-027-07-0C-E

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 7, 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	0	0
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(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.2	0	0	5
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(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 0 0 5

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

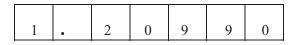
1.	2	0	0	5
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-07-GC-E</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 7, 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)	1.2000
Line 2.	Multiply Line 1 by .50	_0.6000
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2005
Line 4.	Multiply Line 3 by .20	0.2401
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2005
Line 6.	Multiply Line 5 by .10	0.1201
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2005
Line 8.	Multiply Line 7 by .10	0.1201
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2099

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	23-909-027-07-GC-F
$CONTINACT \pi/TNADL.$	23-707-027-07-0C-I

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 7, 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 0 0 0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.2	0	0	5
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(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

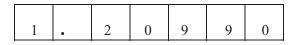


- 5. <u>Non-Pre-Priced Adjustment Factor</u>: To be applied to work deemed not to be included in the CTC but within the general scope of the work.
 - 5.A Adjustment Factor <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-07-GC-F</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 7, 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)	1.2000
Line 2.	Multiply Line 1 by .50	0.6000
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2005
Line 4.	Multiply Line 3 by .20	0.2401
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2005
Line 6.	Multiply Line 5 by .10	0.1201
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2005
Line 8.	Multiply Line 7 by .10	0.1201
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2099

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	23-909-027-07-GC-G
CUNTRACT #/TRADE.	23-909-02/-0/-00-0

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 7, 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	0	0
--	---	---	---	---	---	---

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.2	0	0	5
-----	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 0 0 5

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

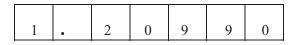
1.	2	0	0	5
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-07-GC-G</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 7, 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)	1.2000
Line 2.	Multiply Line 1 by .50	0.6000
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2005
Line 4.	Multiply Line 3 by .20	0.2401
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2005
Line 6.	Multiply Line 5 by .10	0.1201
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2005
Line 8.	Multiply Line 7 by .10	0.1201
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2099

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	22 000 027 07 CC U
CONTRACT #/TRADE:	23-909-027-07-GC-Н

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 7, 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	0	0
--	---	---	---	---	---	---

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.2	0	0	5
-----	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

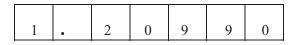
1.	2	0	0	5
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-07-GC-H</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 7, 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)	1.2000
Line 2.	Multiply Line 1 by .50	_0.6000
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2005
Line 4.	Multiply Line 3 by .20	0.2401
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2005
Line 6.	Multiply Line 5 by .10	0.1201
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2005
Line 8.	Multiply Line 7 by .10	0.1201
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2099

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

Invitation for Bid Solicitation Table Region 8, North Suncoast Florida

Contract Number	Trade	Bid Due Date and Time	Estimated Annual	Maximum
			Value	Term
23-909-027-08-GC-A	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-GC-B	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-GC-C	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-GC-D	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-GC-E	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-GC-F	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-GC-G	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-GC-H	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-GC-I	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-08-GC-J	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years

CONTRACT #/TRADE: 23-909-027-08-GC-A

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 8, North Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

- 1. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 1 9 0 0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	0	0
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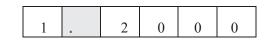
(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

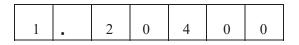
- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:
 - 4.A Adjustment Factor <u>With</u> Administrative Fees:



- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-08-GC-A

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 8, 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)	1.1900
Line 2.	Multiply Line 1 by .50	0.5950
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2000
Line 6.	Multiply Line 5 by .10	0.1200
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2000
Line 8.	Multiply Line 7 by .10	0.1200
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2900
Line 10.	Multiply Line 9 by .10	0.1290
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2040

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-08-GC-B

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 8, North Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

- 1. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 1 9 0 0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	0	0
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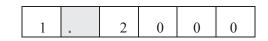
(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 0 0 0

(Specify to four decimal places)

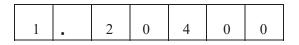
- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:
 - 4.A Adjustment Factor <u>With</u> Administrative Fees:



- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-08-GC-B</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 8, 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)	1.1900
Line 2.	Multiply Line 1 by .50	0.5950
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2000
Line 6.	Multiply Line 5 by .10	0.1200
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2000
Line 8.	Multiply Line 7 by .10	0.1200
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2900
Line 10.	Multiply Line 9 by .10	0.1290
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2040

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-08-GC-C

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 8, North Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

- 1. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	0	0
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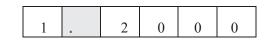
(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

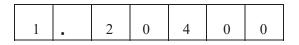
- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:
 - 4.A Adjustment Factor <u>With</u> Administrative Fees:



- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-08-GC-C

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 8, 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)	1.1900
Line 2.	Multiply Line 1 by .50	0.5950
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2000
Line 6.	Multiply Line 5 by .10	0.1200
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2000
Line 8.	Multiply Line 7 by .10	0.1200
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2900
Line 10.	Multiply Line 9 by .10	0.1290
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2040

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-08-GC-D

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 8, North Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

- 1. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 1 9 0 0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	0	0
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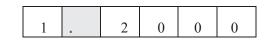
(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

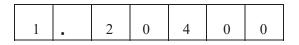
- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:
 - 4.A Adjustment Factor <u>With</u> Administrative Fees:



- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-08-GC-D

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 8, 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)	1.1900
Line 2.	Multiply Line 1 by .50	0.5950
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2000
Line 6.	Multiply Line 5 by .10	0.1200
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2000
Line 8.	Multiply Line 7 by .10	0.1200
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2900
Line 10.	Multiply Line 9 by .10	0.1290
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2040

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-08-GC-E

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 8, North Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

- 1. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 1 9 0 0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	0	0
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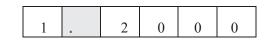
(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

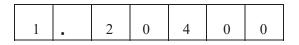
- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:
 - 4.A Adjustment Factor <u>With</u> Administrative Fees:



- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-08-GC-E</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 8, 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)	1.1900
Line 2.	Multiply Line 1 by .50	0.5950
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2000
Line 6.	Multiply Line 5 by .10	0.1200
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2000
Line 8.	Multiply Line 7 by .10	0.1200
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2900
Line 10.	Multiply Line 9 by .10	0.1290
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2040

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-08-GC-F

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 8, North Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

- 1. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 1 9 0 0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	0	0
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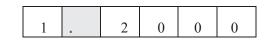
(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

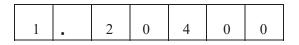
- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:
 - 4.A Adjustment Factor <u>With</u> Administrative Fees:



- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-08-GC-F

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 8, 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)	1.1900
Line 2.	Multiply Line 1 by .50	0.5950
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2000
Line 6.	Multiply Line 5 by .10	0.1200
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2000
Line 8.	Multiply Line 7 by .10	0.1200
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2900
Line 10.	Multiply Line 9 by .10	0.1290
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2040

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-08-GC-G

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 8, North Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

- 1. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 1 9 0 0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	0	0
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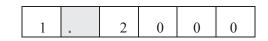
(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

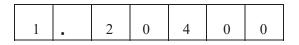
- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:
 - 4.A Adjustment Factor <u>With</u> Administrative Fees:



- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-08-GC-G

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 8, 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)	1.1900
Line 2.	Multiply Line 1 by .50	0.5950
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2000
Line 6.	Multiply Line 5 by .10	0.1200
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2000
Line 8.	Multiply Line 7 by .10	0.1200
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2900
Line 10.	Multiply Line 9 by .10	0.1290
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2040

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-08-GC-H

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 8, North Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

- 1. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 1 9 0 0

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	0	0
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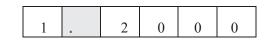
(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

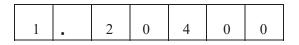
- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:
 - 4.A Adjustment Factor <u>With</u> Administrative Fees:



- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-08-GC-H</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 8, 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)	1.1900
Line 2.	Multiply Line 1 by .50	0.5950
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2000
Line 6.	Multiply Line 5 by .10	0.1200
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2000
Line 8.	Multiply Line 7 by .10	0.1200
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2900
Line 10.	Multiply Line 9 by .10	0.1290
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2040

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-08-GC-I

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 8, North Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

- 1. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1.1900

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	0	0
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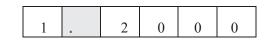
(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1 . 2 0 0 0

(Specify to four decimal places)

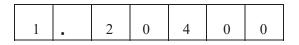
- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:
 - 4.A Adjustment Factor <u>With</u> Administrative Fees:



- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-08-GC-I

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 8, 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)	1.1900
Line 2.	Multiply Line 1 by .50	0.5950
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2000
Line 6.	Multiply Line 5 by .10	0.1200
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2000
Line 8.	Multiply Line 7 by .10	0.1200
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2900
Line 10.	Multiply Line 9 by .10	0.1290
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2040

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-08-GC-J

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 8, North Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

- 1. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	0	0
----	---	---	---	---

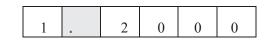
(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

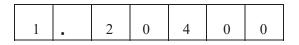
- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours or All Working Hours at Secured Locations for Federally Funded Projects for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:
 - 4.A Adjustment Factor <u>With</u> Administrative Fees:



- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-08-GC-J

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 8, 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)	1.1900
Line 2.	Multiply Line 1 by .50	0.5950
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2000
Line 6.	Multiply Line 5 by .10	0.1200
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2000
Line 8.	Multiply Line 7 by .10	0.1200
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2900
Line 10.	Multiply Line 9 by .10	0.1290
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2040

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

Invitation for Bid Solicitation Table Region 9, South Suncoast Florida

Contract Number	Trade	Bid Due Date and Time	Estimated Annual Value	Maximum Term
23-909-027-09-GC-A	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-GC-B	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-GC-C	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-GC-D	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-GC-E	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-GC-F	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-GC-G	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-09-GC-H	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years

CONTRACT #/TRADE: 23-909-027-09-GC-A

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 9, South Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

- 1. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	0	0
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(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 . 2 0	0 0
---------	-----

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	1	0
--	---	---	---	---	---	---

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

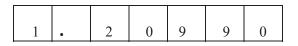
1.	2	0	1	0
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.2	9	7	3
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(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-09-GC-A

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 9, South 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)	_1.2000
Line 2.	Multiply Line 1 by .50	0.6000
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2010
Line 6.	Multiply Line 5 by .10	0.1201
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2010
Line 8.	Multiply Line 7 by .10	0.1201
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2099

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-09-GC-B

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 9, South Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

- 1. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	0	0
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(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 . 2 0	0 0
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(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1		2	0	1	0
--	---	--	---	---	---	---

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

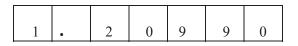
1.	2	0	1	0
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.2	9	7	3
-----	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-09-GC-B</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 9, South 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)	1.2000
Line 2.	Multiply Line 1 by .50	0.6000
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2010
Line 6.	Multiply Line 5 by .10	0.1201
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2010
Line 8.	Multiply Line 7 by .10	0.1201
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2099

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-09-GC-C

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 9, South Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

- 1. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	0	0
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(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 . 2 0	0 0
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(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1		2	0	1	0
--	---	--	---	---	---	---

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

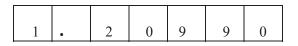
1.	2	0	1	0
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.2	9	7	3
-----	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: 23-909-027-09-GC-C

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 9, South 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)	_1.2000
Line 2.	Multiply Line 1 by .50	0.6000
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2010
Line 6.	Multiply Line 5 by .10	0.1201
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2010
Line 8.	Multiply Line 7 by .10	0.1201
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2099

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-09-GC-D

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 9, South Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

- 1. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	0	0
--	---	---	---	---	---	---

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 . 2 0	0 0
---------	-----

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1		2	0	1	0
--	---	--	---	---	---	---

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

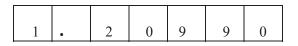
1.	2	0	1	0
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.2	9	7	3
-----	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-09-GC-D</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 9, South 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)	_1.2000
Line 2.	Multiply Line 1 by .50	0.6000
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2010
Line 6.	Multiply Line 5 by .10	0.1201
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2010
Line 8.	Multiply Line 7 by .10	0.1201
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2099

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-09-GC-E

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 9, South Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

- 1. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1		2	0	0	0
	-	-	-		

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 . 2 0	0 0
---------	-----

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	•	2	0	1	0

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

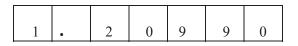
1.	2	0	1	0
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-09-GC-E</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 9, South 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)	1.2000
Line 2.	Multiply Line 1 by .50	0.6000
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2010
Line 6.	Multiply Line 5 by .10	0.1201
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2010
Line 8.	Multiply Line 7 by .10	0.1201
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2099

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	23-909-027-09-GC-F
$CONTINACT \pi/TNADL.$	2J-707-027-07-0C-1

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 9, South Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

- 1. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	0	0
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(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 . 2 0	0 0
---------	-----

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1		2	0	1	0
--	---	--	---	---	---	---

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

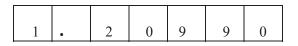
1.	2	0	1	0
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.2	9	7	3
-----	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-09-GC-F</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 9, South 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)	1.2000
Line 2.	Multiply Line 1 by .50	0.6000
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2010
Line 6.	Multiply Line 5 by .10	0.1201
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2010
Line 8.	Multiply Line 7 by .10	0.1201
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2099

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-09-GC-G

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 9, South Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

- 1. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1	•	2	0	0	0
--	---	---	---	---	---	---

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 . 2 0	0 0
---------	-----

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1		2	0	1	0
--	---	--	---	---	---	---

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

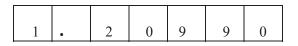
1.	2	0	1	0
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.2	9	7	3
-----	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-09-GC-G</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 9, South 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)	1.2000
Line 2.	Multiply Line 1 by .50	0.6000
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2010
Line 6.	Multiply Line 5 by .10	0.1201
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2010
Line 8.	Multiply Line 7 by .10	0.1201
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2099

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE: 23-909-027-09-GC-H

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: Region 9, South Suncoast Florida

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

- 1. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1		2	0	0	0
	-	-	-		

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 . 2 0	0 0
---------	-----

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	1		2	0	1	0
--	---	--	---	---	---	---

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

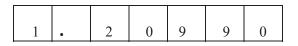
1.	2	0	1	0
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.2	9	7	3
-----	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-09-GC-H</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 9, South 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)	_1.2000
Line 2.	Multiply Line 1 by .50	0.6000
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2000
Line 4.	Multiply Line 3 by .20	0.2400
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2010
Line 6.	Multiply Line 5 by .10	0.1201
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2010
Line 8.	Multiply Line 7 by .10	0.1201
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2099

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

Section One: Instruction to Bidders and Award Process

Invitation for Bid Solicitation Table Region 10, Southern Florida

Contract Number	Trade	Bid Due Date and Time	Estimated Annual Value	Maximum Term
23-909-027-10-GC-A	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-GС-В	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-GC-C	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-GC-D	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-GC-E	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-GC-F	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-GC-G	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-GC-H	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-GC-I	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-GC-J	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-GC-K	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years
23-909-027-10-GC-L	General Construction	9/15/2022 @ 3:00 PM ET	\$10,000,000	5 Years

CONTRACT #/TRADE	23-909-027-10-GC-A
CUNTRACT #/TRADE.	23-909-02/-10-0C-A

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 . 2 0	2	5
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(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

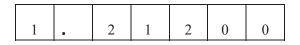
1.	2	0	2	5
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-10-GC-A</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 10, Southern Florida

The following formula has been developed for the sole purpose of evaluating Bids and awarding.

Each Bidder must complete the following calculation.

Line 1.	Adjustment Factor for Normal Working Hours for Owner Funded Projects: Line (1.A)	1.2025
Line 2.	Multiply Line 1 by .50	0.6013
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2025
Line 4.	Multiply Line 3 by .20	0.2405
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2025
Line 6.	Multiply Line 5 by .10	0.1203
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2025
Line 8.	Multiply Line 7 by .10	0.1203
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2120

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	22 000 027 10 CC P
CONTRACT #/TRADE:	23-909-027-10-GС-В

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: <u>Region 10</u>, 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	•	0	2	5

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 . 2 0	2	5
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(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

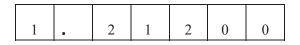
1.	2	0	2	5
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- 5. <u>Non-Pre-Priced Adjustment Factor</u>: To be applied to work deemed not to be included in the CTC but within the general scope of the work.
 - 5.A Adjustment Factor <u>With</u> Administrative Fees:

1.	2	9	7	3
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(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-10-GC-B</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 10, Southern Florida

The following formula has been developed for the sole purpose of evaluating Bids and awarding.

Each Bidder must complete the following calculation.

Line 1.	Adjustment Factor for Normal Working Hours for Owner Funded Projects: Line (1.A)	1.2025
Line 2.	Multiply Line 1 by .50	0.6013
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2025
Line 4.	Multiply Line 3 by .20	0.2405
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2025
Line 6.	Multiply Line 5 by .10	0.1203
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2025
Line 8.	Multiply Line 7 by .10	0.1203
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2120

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	23-909-027-10-GC-D
CONTRACT #/TRADE:	23-909-02/-10-GC-D

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 . 2 0	2	5
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(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

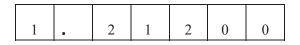
1.	2	0	2	5
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- 5. <u>Non-Pre-Priced Adjustment Factor</u>: To be applied to work deemed not to be included in the CTC but within the general scope of the work.
 - 5.A Adjustment Factor <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-10-GC-D</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 10, Southern Florida

The following formula has been developed for the sole purpose of evaluating Bids and awarding.

Each Bidder must complete the following calculation.

Line 1.	Adjustment Factor for Normal Working Hours for Owner Funded Projects: Line (1.A)	1.2025
Line 2.	Multiply Line 1 by .50	0.6013
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2025
Line 4.	Multiply Line 3 by .20	0.2405
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	_1.2025
Line 6.	Multiply Line 5 by .10	0.1203
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2025
Line 8.	Multiply Line 7 by .10	0.1203
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2120

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	23 000 027 10 GC E
CONTRACT #/TRADE:	23-909-027-10-GС-Е

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	•	0	2	5

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.2	0	2	5
-----	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

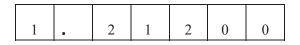
1.	2	0	2	5
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- 5. <u>Non-Pre-Priced Adjustment Factor</u>: To be applied to work deemed not to be included in the CTC but within the general scope of the work.
 - 5.A Adjustment Factor <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-10-GC-E</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 10, Southern Florida

The following formula has been developed for the sole purpose of evaluating Bids and awarding.

Each Bidder must complete the following calculation.

Line 1.	Adjustment Factor for Normal Working Hours for Owner Funded Projects: Line (1.A)	1.2025
Line 2.	Multiply Line 1 by .50	0.6013
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2025
Line 4.	Multiply Line 3 by .20	0.2405
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2025
Line 6.	Multiply Line 5 by .10	0.1203
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2025
Line 8.	Multiply Line 7 by .10	0.1203
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2120

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	23-909-027-10-GC-F
CUNIKACI #/IKADE.	23-909-02/-10-OC-F

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: <u>Region 10</u>, 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	•	0	2	5

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	2	5
----	---	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

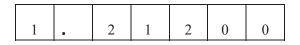
1.	2	0	2	5
----	---	---	---	---

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

CONTRACT #/TRADE: <u>23-909-027-10-GC-F</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 10, Southern Florida

The following formula has been developed for the sole purpose of evaluating Bids and awarding.

Each Bidder must complete the following calculation.

Line 1.	Adjustment Factor for Normal Working Hours for Owner Funded Projects: Line (1.A)	1.2025
Line 2.	Multiply Line 1 by .50	0.6013
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2025
Line 4.	Multiply Line 3 by .20	0.2405
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2025
Line 6.	Multiply Line 5 by .10	0.1203
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2025
Line 8.	Multiply Line 7 by .10	0.1203
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2120

(Bid Form 2 Continued on The Next Page)

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

CONTRACT #/TRADE	23-909-027-10-GC-G
CUNTRACT #/TRADE:	23-909-02/-10-GC-G

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: <u>Region 10</u>, 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

	_
$1 \cdot 2 0 2$	5

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	2	5
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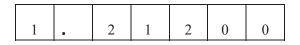
(Specify to four decimal places)

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.	2	9	7	3
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(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: 23-909-027-10-GC-G

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 10, Southern Florida

The following formula has been developed for the sole purpose of evaluating Bids and awarding.

Each Bidder must complete the following calculation.

Line 1.	Adjustment Factor for Normal Working Hours for Owner Funded Projects: Line (1.A)	1.2025
Line 2.	Multiply Line 1 by .50	0.6013
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2025
Line 4.	Multiply Line 3 by .20	0.2405
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	_1.2025
Line 6.	Multiply Line 5 by .10	0.1203
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2025
Line 8.	Multiply Line 7 by .10	0.1203
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2120

(Bid Form 2 Continued on The Next Page)

The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting Page 6 of **51** Transfer the number on line 11 to the space provided for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

BID FORM 1: THE ADJUSTMENT FACTORS

	22 000 027 10 CC H
CUNTRACT #/TRADE:	23-909-027-10-GС-Н

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	•	0	2	5

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	2	5
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The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting

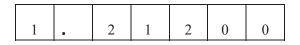
(Specify to four decimal places)

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: <u>23-909-027-10-GC-H</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 10, Southern Florida

The following formula has been developed for the sole purpose of evaluating Bids and awarding.

Each Bidder must complete the following calculation.

Line 1.	Adjustment Factor for Normal Working Hours for Owner Funded Projects: Line (1.A)	1.2025
Line 2.	Multiply Line 1 by .50	0.6013
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2025
Line 4.	Multiply Line 3 by .20	0.2405
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2025
Line 6.	Multiply Line 5 by .10	0.1203
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2025
Line 8.	Multiply Line 7 by .10	0.1203
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2120

(Bid Form 2 Continued on The Next Page)

The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting Page 6 of **51** Transfer the number on line 11 to the space provided for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE	23-909-027-10-GC-I
CUNTRACT #/TRADE:	23-909-02/-10-GC-I

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	•	0	2	5

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 . 2 0	2	5
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(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	2	5
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The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting

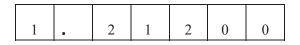
(Specify to four decimal places)

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: <u>23-909-027-10-GC-I</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 10, Southern Florida

The following formula has been developed for the sole purpose of evaluating Bids and awarding.

Each Bidder must complete the following calculation.

Line 1.	Adjustment Factor for Normal Working Hours for Owner Funded Projects: Line (1.A)	1.2025
Line 2.	Multiply Line 1 by .50	0.6013
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2025
Line 4.	Multiply Line 3 by .20	0.2405
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2025
Line 6.	Multiply Line 5 by .10	0.1203
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2025
Line 8.	Multiply Line 7 by .10	0.1203
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2120

(Bid Form 2 Continued on The Next Page)

The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting Page 6 of **51** Transfer the number on line 11 to the space provided for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

BID FORM 1: THE ADJUSTMENT FACTORS

	22 000 027 10 CC I
CONTRACT #/TRADE:	23-909-027-10-GC-J

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	•	0	2	5

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 . 2 0	2	5
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(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	2	5
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The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting

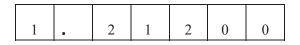
(Specify to four decimal places)

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: 23-909-027-10-GC-J

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 10, Southern Florida

The following formula has been developed for the sole purpose of evaluating Bids and awarding.

Each Bidder must complete the following calculation.

Line 1.	Adjustment Factor for Normal Working Hours for Owner Funded Projects: Line (1.A)	1.2025
Line 2.	Multiply Line 1 by .50	0.6013
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2025
Line 4.	Multiply Line 3 by .20	0.2405
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2025
Line 6.	Multiply Line 5 by .10	0.1203
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2025
Line 8.	Multiply Line 7 by .10	0.1203
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2120

(Bid Form 2 Continued on The Next Page)

The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting Page 6 of **51** Transfer the number on line 11 to the space provided for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE	23-909-027-10-GС-К
CUNTRACT #/TRADE.	23-909-02/-10-0C-K

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	•	0	2	5

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1 . 2 0	2	5
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(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	2	5
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The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting

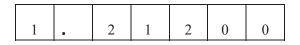
(Specify to four decimal places)

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: <u>23-909-027-10-GC-K</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 10, Southern Florida

The following formula has been developed for the sole purpose of evaluating Bids and awarding.

Each Bidder must complete the following calculation.

Line 1.	Adjustment Factor for Normal Working Hours for Owner Funded Projects: Line (1.A)	1.2025
Line 2.	Multiply Line 1 by .50	0.6013
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2025
Line 4.	Multiply Line 3 by .20	0.2405
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	_1.2025
Line 6.	Multiply Line 5 by .10	0.1203
Line 7.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for	1 2025
	Owner Funded Projects Line (4.A)	1.2025
Line 8.	Multiply Line 7 by .10	0.1203
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2120

(Bid Form 2 Continued on The Next Page)

The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting Page 6 of **51** Transfer the number on line 11 to the space provided for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE	23-909-027-10-GC-L
CUNTRACT #/TRADE.	23-909-02/-10-0C-L

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHIC REGION: 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. <u>Normal Working Hours for Owner Funded Projects</u>: 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 <u>With</u> Administrative Fees:

1	2	•	0	2	5

(Specify to four decimal places)

 Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded <u>Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	2	5
----	---	---	---	---

(Specify to four decimal places)

- 3. <u>Normal Working Hours for Federally Funded Projects</u>: 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 <u>With</u> Administrative Fees:

|--|

(Specify to four decimal places)

- 4. <u>Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects:</u> 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 <u>With</u> Administrative Fees:

1.	2	0	2	5
----	---	---	---	---

The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting

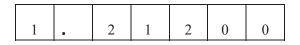
(Specify to four decimal places)

- 5. <u>Non-Pre-Priced Adjustment Factor</u>: 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 <u>With</u> Administrative Fees:

1.	2	9	7	3
----	---	---	---	---

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 on bid Form 2)



(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this Bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Prepriced 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 <u>must</u> 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.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: <u>23-909-027-10-GC-L</u>

CONTRACTOR NAME: Johnson-Laux Construction, LLC

GEOGRAPHICAL REGION: Region 10, Southern Florida

The following formula has been developed for the sole purpose of evaluating Bids and awarding.

Each Bidder must complete the following calculation.

Line 1.	Adjustment Factor for Normal Working Hours for Owner Funded Projects: Line (1.A)	1.2025
Line 2.	Multiply Line 1 by .50	0.6013
Line 3.	Adjustment Factor for Other Than Normal Working Hours or All Working Hours at Secured Locations for Owner Funded Projects: Line (2.A)	1.2025
Line 4.	Multiply Line 3 by .20	0.2405
Line 5.	Adjustment Factor for Normal Working Hours for Federally Funded Projects Line (3.A)	1.2025
Line 6.	Multiply Line 5 by .10	0.1203
Line 7.	Adjustment Factor for Other Than Normal Working	
	Hours or All Working Hours at Secured Locations for Owner Funded Projects Line (4.A)	1.2025
Line 8.	Multiply Line 7 by .10	0.1203
Line 9.	Adjustment Factor for Non-Pre-Priced Line (5.A)	1.2973
Line 10.	Multiply Line 9 by .10	0.1297
Line 11.	Summation of lines 2, 4, 6, 8 and 10 (Combined Adjustment Factor)	1.2120

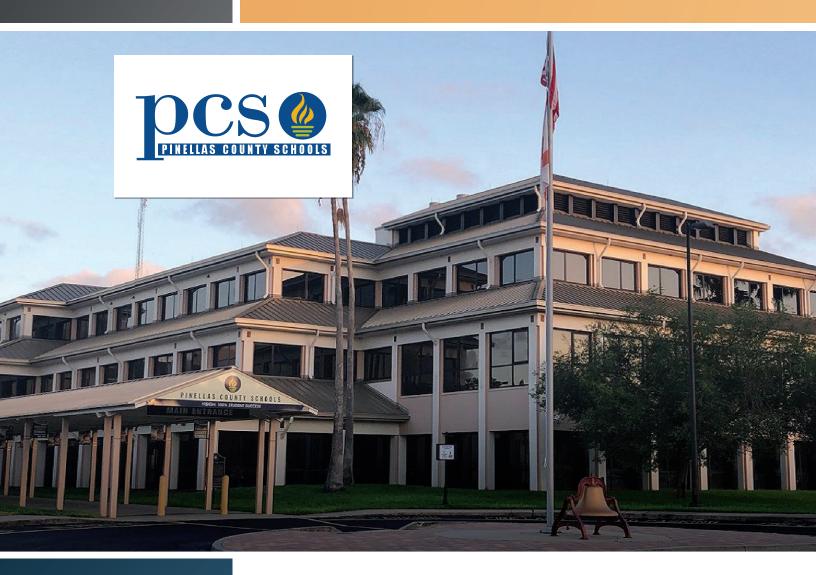
(Bid Form 2 Continued on The Next Page)

The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting Page 6 of **51** Transfer the number on line 11 to the space provided for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Pinellas County Schools that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7 and 9 as applicable, on the Bid Form 2 above.



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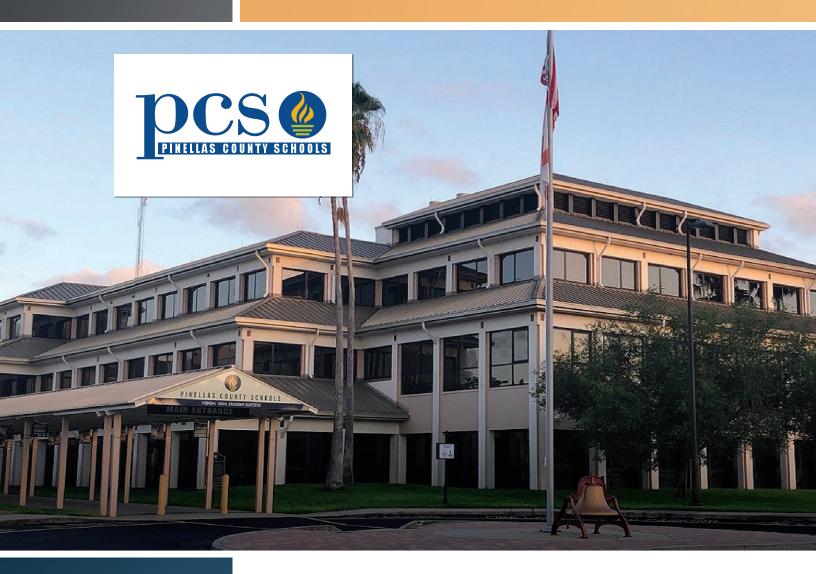
TAB 2

BID FORM 3: Addendum Acknowledgement

Form

BID FORM 3: ADDENDUM ACKNOWLEDGEMENT FORM

ADDENDA ACKNO	OWLEDGMENT:	The undersigned	l also acknowledges the	e receipt of the following Addenda:
ADDENDUM NO.	1 DATED	9/2/2022	ADDENDUM NO.	DATED
ADDENDUM NO.	DATED		ADDENDUM NO.	DATED
ADDENDUM NO.	DATED		ADDENDUM NO.	DATED
ADDENDUM NO.	DATED		ADDENDUM NO.	DATED



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TAB 3

BID FORM 4: Sworn Statement

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. <u>23-909-027</u>
- 3. and (if applicable) its Federal Employer Identification Number (FEIN) is <u>59-3674291</u>. If the entity has no

FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

4. My name is <u>Kevin Johnson</u> and my relationship to the Vice President (please print name of individual signing)

entity name above is <u>Kevin Johnson</u>.

- 5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u>, 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 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), <u>Florida Statutes</u>, 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), <u>Florida Statutes</u>, *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.

The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting

Page **9** of **51**

Section Three: Bid Submission and Required Forms | Performance, Capability, Qualification and Experience Forms

- 8. I understand that a "person" as defined in Paragraph 287.133(1)(e), <u>Florida Statutes</u>, 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.)

<u>X</u> 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, <u>AND</u> (Please indicate which additional statement applies.)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

Date:	August 26, 2022

STATE OF Florida

COUNTY OF Orange

Kevin Johnson	APPEARED IN PERSON BEFORE ME (the undersigned authority),
who is	

personally known to me or provided the following identification ______, and affixed ______, and affixed

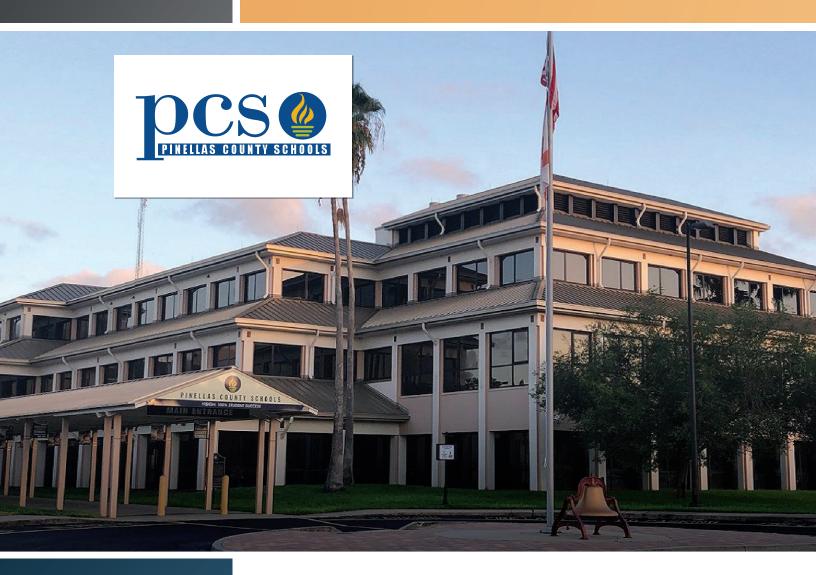
the space provided above on this <u>26th</u> day of <u>August</u>, 20 <u>22</u>.

NOTARY PUBLIC



My commission expires: 5/13/2026

The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting Page **10** of **51**



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TAB 4

BID FORM 5: Pinellas County District Schools Bid Protest Procedure

BID FORM 5: PINELLAS COUNTY DISTRICT SCHOOLS BID PROTEST PROCEDURE

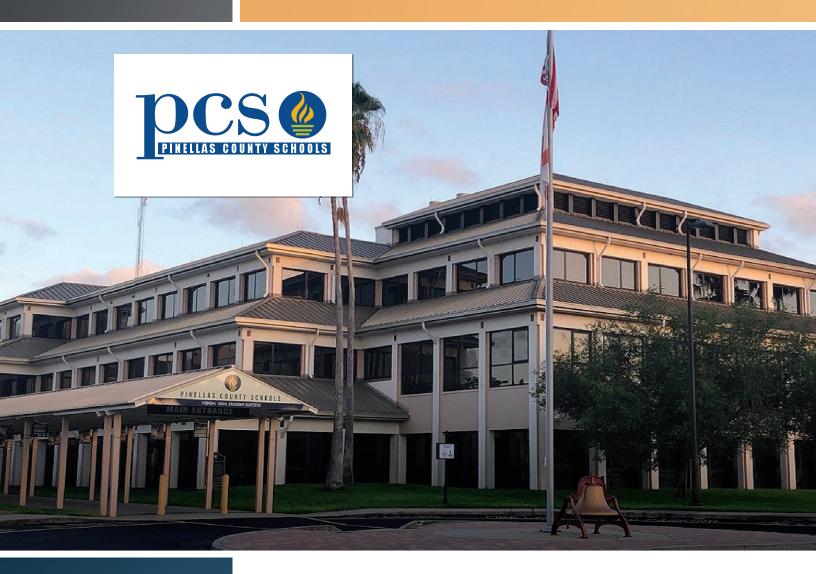
Bidders who wishes to file a protest pertaining to a bid must file such notice in accordance with procedures prescribed by 120.57(3) FS enumerated below. For bids solicited by the purchasing department, the notice must be filed with the director of purchasing. For bids solicited by the facilities department, 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 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 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 security from the District all costs and charges which shall be included in the final 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

The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting Page **11** of **51**

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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TAB 5

BID FORM 6: Certificate of Insurance Includes Supporting Documentation

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 <u>Best's Financial Strength Rating</u>. The insurance company named on the Certificate of Insurance shall have a rating of "A-V" or better as stated in <u>Best's Financial Strength Rating</u>.

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 ay 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:

The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting Page **13** of **51**

Section Three: Bid Submission and Required Forms | Performance, Capability, Qualification and Experience Forms

• \$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)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.											
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).											
PROD						CONTAC NAME:	()	sanbik			
Brow	/n &	Brown of Florida, Inc.				PHONE (A/C, No	(407) 66	60-8282	FAX (A/C, No):	(407) 6	60-2012
2290) Lu	cien Way				E-MAIL ADDRE	Tambi Ha	sanbik@bbrow		, ,	
Suite	e 40	0				ADDILL		SURER(S) AFFOR			NAIC #
Stille 400 INSURER(S) AFFORDING COVERAGE NAIC # Maitland FL 32751 INSURER A: National Trust Insurance Company 20141											
INSURED INSURE B: FCCI Insurance Company 10178						10178					
Johnson-Laux Construction, LLC INSURER C :											
		650 Garden Commerce Parkway	/			INSURE	RD:				
		Suite 100				INSURE	RE:				
		Winter Garden			FL 34787	INSURE	RF:				
					NUMBER: CL211220802				REVISION NUMBER:		
INE CE	DICA RTI	S TO CERTIFY THAT THE POLICIES OF I ATED. NOTWITHSTANDING ANY REQUIF FICATE MAY BE ISSUED OR MAY PERTA ISIONS AND CONDITIONS OF SUCH PO	REME	NT, TE HE INS	ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE	CONTRA E POLICI	ACT OR OTHER ES DESCRIBEI	R DOCUMENT V D HEREIN IS S	WITH RESPECT TO WHICH T	HIS	
INSR LTR	020			SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	5	
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ŀ		CLAIMS-MADE 🗙 OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,	
	X	Contractual per GL form							MED EXP (Any one person)	\$ 5,00	0
А	X	Deductible PD, per claim: \$2,000	Y		GL100035615		01/01/2022	01/01/2023	PERSONAL & ADV INJURY	\$ 1,00	0,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000	
		POLICY X PRO- JECT X LOC							PRODUCTS - COMP/OP AGG	_{\$} 2,00	0,000
		OTHER:								\$	
	AUT								COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	0,000
	\times	ANY AUTO							BODILY INJURY (Per person)	\$	
В		OWNED SCHEDULED AUTOS	Y		CA100074355		01/01/2022	01/01/2023	BODILY INJURY (Per accident)	\$	
	\times	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
										\$	
_	\times								EACH OCCURRENCE	Ψ	0,000
В		EXCESS LIAB CLAIMS-MADE			UMB100074356		01/01/2022	01/01/2023	AGGREGATE	\$ 5,00	0,000
	wor	DED RETENTION \$ 10,000							PER OTH-	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X STATUTE ER	4.00	0.000						
в	OFF	PROPRIETOR/PARTNER/EXECUTIVE NICER/MEMBER EXCLUDED?	N/A		WC0100065044		01/01/2022	01/01/2023	E.L. EACH ACCIDENT	\$ 1,00	0,000
		ndatory in NH)							E.L. DISEASE - EA EMPLOYEE	Ψ	
	DES	CRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT Rented/Leased Equip.	\$ 1,00	0,000
в	Inla	and Marine - Contractor's Equipment			CM100035614		01/01/2022	01/01/2023	Deductible	\$1,0	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Contract Number: 23-909-027 - Job Order Contracting Services in the State of Florida The School Board of Pinellas County is granted additional insured status by the General Liability and Automobile Liability policies with regard to the operations of the named insured by written contract or agreement. Umbrella follows form of the underlying policies.											
CER	TIF	ICATE HOLDER				CANC	ELLATION				
	The School Board of Pinellas County Durchasing Department										
		Purchasing Department 301 4th St SW				AUTHO	RIZED REPRESEN	NTATIVE			
		Largo			FL 33770-3536			nicole Kong	ħ		
		-						()			

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AGENCY CUSTOMER ID: 00427584

LOC #:

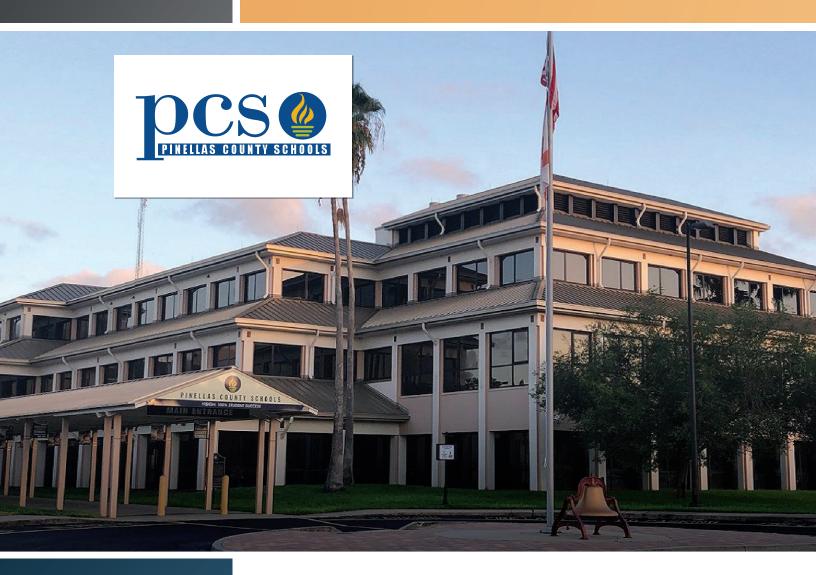


ADDITIONAL REMARKS SCHEDULE

Page of

AGENCY		NAMED INSURED		
Brown & Brown of Florida, Inc.	Johnson-Laux Construction, LLC			
POLICY NUMBER				
CARRIER NAIC CODE				
		EFFECTIVE DATE:		

ADDITIONAL REMARKS						
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,						
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes						
Excess Liability, excess of \$5M Primary Umbrella, Policy #522-811034-1, effective 02/02/2022 - 01/01/2023, coverage provided by The North River Insurance Company NAIC # 21105, limit: \$5,000,000. Excess follows form of the underlying policies.						



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TAB 6

BID FORM 7: Company Profile Questionnaire Includes Supporting Documentation

- 1. What is your company's official registered name? Johnson-Laux Construction, LLC
- 2. What is/are your corporate office location(s)? 650 Garden Commerce Parkway, Suite 100 Winter Garden, FI 34787
- **3.** Please provide a brief history and description of your company, including experience providing similar products/services and the year it was established.

See attached documentation

4. Who is your competition in the marketplace?

See attached documentation

- 5. What is the total number and location of employees, and if applicable, sales persons, employed?
 - 43 | 650 Garden Commerce Pkwy, Suite 100 | Winter Garden, FL 34787
 - 8 4751 Jim Walter Blvd, Suite 507 Tampa, FL 33607
 - 9 | 4350 Oakes Road, Unit 514 | Davie, FL 33314
 - 24 7001 Chatham Center Dr, Suite 600 Savannah, GA 31405
 - 18 | 3200 Cobb Galleria Parkway, Suite 275 | Atlanta, GA 30339
- 6. What is the number and location of support centers, if applicable, and location of corporate office?

See Above

7. What was your annual construction volume over last three (3) fiscal years?

2021:	\$ 53,413,918
2020:	\$ 67,573,443
2019:	\$ 65,539,880

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- 8. Submit FEIN and Dunn & Bradstreet report. FEIN: 59-3674291 Dunn & Bradstreet: 12-254-2413
- 9. What are your overall public sector sales, excluding Federal Government, for last three (3) years?

2019: \$37,789,477.28 2020: \$51,703,187.53 2021: \$38,300,272.84

- **10.** What is your strategy to increase market share in the public sector? See attached documentation
- 11. What differentiates your company from competitors in the public sector?See attached documentation
- **12.** Describe any green or environmental initiatives or policies.

See attached documentation

- 13. <u>Diversity program</u> Do you currently have a diversity program or any diversity partners that you do business with?
 - V Yes

 - *a.* If the answer is yes, do you plan to offer your program or partnership through this contract opportunity?

V Yes

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See attached documentation

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.

See attached documentation

16. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Johnson-Laux Construction, LLC has not been involved in any litigation, bankruptcy or reorganization.

- 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.

None

18. Describe any debarment or suspension actions taken against supplier

None

19. Provide your safety record, safety rating, EMR and worker's compensation rate where available.

See attached documentation

20. Provide any additional necessary details as it relates to standard ordering methods and payment terms. $$\rm N/A$$

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- 22. Provide your company's subcontracting plan, as described in the scope herein.See attached documentation
- 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)



3. Please provide a brief history and description of your company, including experience providing similar products/ services and the year it was established.

Johnson-Laux Construction, LLC is a full-service Construction Management firm specializing in Job Order and Continuing Services type contracts. Johnson-Laux has been in business since 2000, performing repair, maintenance, rehabilitation, renovation and ground up construction on Education, Municipal, Government, Aviation, Office, Military, Healthcare, Hospitality, Industrial, and Multi-Family projects.

Our professional and knowledgeable staff has afforded us the opportunity to work in multiple sensitive facilities as well as secure valuable long-term client relationships. Our "Take Ownership" philosophy and the "Know-How" awareness and understanding of successful construction within occupied facilities will provide the Agency with the assurance and comfort that our team possesses the necessary qualifications required of any project. We are passionate about what we do and continue to build our excellent reputation by holding onto traditional values of customer service, quality workmanship, dedication, and competitive pricing.

From start to completion, we provide the leadership required to exceed our client's expectations. With our handson involvement, versatility, commitment to quality, focus on safety, and thorough understanding of what it takes to complete successful multi-phased, occupied interior renovation projects. Any construction management company can provide you service and job completion, but Johnson-Laux offers an unparalleled commitment to our projects.

Johnson-Laux has successfully performed the following job order service type contracts:

- City of Tampa Job Order Contract
- Pinellas County Job Order Contract
- Hillsborough County Public Schools Continuing CMAR Contract
- Orange County Public Schools Continuing CMAR Contract
- Broward County Public Schools Job Order Contract
- Miami Dade County Public Schools Job Order Contract
- Miami Dade County Public Schools Continuing CMAR Contract
- Sourcewell State of Florida IQCC/ezIQC Contract (multiple regions)
- Sourcewell State of Georgia ezlQC (multiple regions)
- City of Atlanta Job Order Contract
- MARTA Job Order Contract
- ASRC (InDyne), USAF "Job Order Contract" -Cape Canaveral Air Force Station (CCAFS), Patrick AFB, and Kennedy Space Center
- City of Orlando Job Order Contract
- City of Miami Job Order Contract
- Sourcewell State of Ohio ezIQC (multiple regions)
- Hilton Grand Vacations IDIQ Continuing Construction Services Contract
- Seminole State College Continuing Services Contract
- Jackson Health Job Order Contract
- USPS Job Order Contract Florida (statewide)
- Palm Beach County Job Order Contract
- The Greater Orlando Aviation Authority "Continuing Vertical Construction Services"
- University of Central Florida Continuing Services Contract
- Osceola County General Contractor Services on a Task Authorization Basis
- City of Longwood City Wide Job Order Contracts (JOC) for Miscellaneous General Construction





4. Who is your competition in the marketplace?

- Advanced Roofing, Inc.
- Amici Engineering Contractors
- Astra Construction Services, LLC
- Centennial Contractors Enterprises
- David Mancini & Sons, Inc.
- F.H. Paschen
- Hall Mechanical and Air Conditioning LLC
- Harbour Construction, Inc.
- HCR Construction, Inc.
- Integrated Fire & Security Solutions, Inc.
- Jewel of the South, Inc.
- JOC Construction, LLC
- Lanzo Construction Co., FL
- McKenzie Contracting, LLC
- Mechanical Services of Central Florida, Inc.
- Millers Plumbing & Mechanical, Inc.
- Nichols Contracting Inc
- Ovation Construction Company
- Place Services, Inc.
- RAM Construction & Development, LLC
- Salomon Construction & Roofing
- Shiff Construction & Development, Inc.
- Solares Electrical Services, Inc.
- Team Contracting, Inc.





10. What is your strategy to increase market share in the public sector?

Johnson-Laux Construction is committed to actively promoting the Pinellas County Schools/OMNIA Partners Job Order Contract by establishing a marketing program that will advance the use of this JOC throughout our respective awarded regions while establishing a team structured partnership relationship with Pinellas County Schools, OMNIA, and its Partners. Our firm's JOC Master Agreement Marketing efforts will be led by Kevin Johnson, Project Executive and Vice President of Johnson-Laux Construction. His significant JOC and IDIQ contract experience, Passion for exceptional customer service and a can do attitude will ensure the development of long term successful relationships with both existing and new OMNIA Partners. To assist Kevin in the marketing efforts, Steve Adams - Director of Business Development will promote on a daily basis the OMNIA Cooperative Purchasing program. This commitment of additional staff allows Johnson-Laux Construction to visit the decision makers in our awarded areas more often, which allows us to gain a better understanding of their needs. By listening to our potential clients concerning their needs, we are more able to show and explain how the OMNIA program can help them with their construction, repair, renovations, replacement, and maintenance projects.

Our philosophy is that marketing and customer service go hand in hand and involve each and every one of our company staff members from company principals, project managers, superintendents, accounting personnel, administration, laborers, and all of our subcontractors and vendors. Our marketing efforts will begin immediately upon award of the Contract; our plan consists of developing an in-depth understanding of the OMNIA Partners cooperative structure and its membership in order to provide us with the foundation and proper knowledge to begin our endeavor. With the permission and guidance of OMNIA Partners, we will identify all current Partner cities, counties, governmental agencies, schools, colleges, universities, and other non-profit organizations in an effort to introduce our firm's qualifications and management staff. We will maintain regular contact with all Partners in an effort to schedule in-person introduction meetings in order to understand their needs, their staffing structure, their protocol, and to be ready, willing and able to immediately respond when called upon. We will follow up via telephone correspondence on a monthly basis to discuss potential current projects, current needs, assignments, future projects and to coordinate and schedule regular bi-monthly and/or quarterly in-person meetings. We will follow through with all requests, and continually meet and exceed their needs.

Our plan also consists of identifying all local, qualified vendors and subcontractors in each and every region. We will interview the local subcontractors in order to gain knowledge and insight to which entities and/or agencies that they possess relationships with and request their assistance for introduction meetings with the applicable contracting and purchasing personnel.





10. What is your strategy to increase market share in the public sector? - continued

Our efforts to market to non OMNIA Partners will consist of the appropriate OMNIA guidance, permission, best practices, Dos and Don'ts, and the assurance that Johnson-Laux will closely coordinate with OMNIA Partners and adhere to all proper service cooperative protocol. Our approach for non-member marketing will include the same requests for introduction meetings, follow up teleconferences, monthly and/bi monthly in-person meetings, production and submittal of OMNIA approved literature explaining our capabilities, our qualifications, the Cooperative Purchasing program, Johnson-Laux, OMNIA Partners, OMNIA Partners and The Gordian Group, as well as the numerous benefits of the JOC program such as:

- Easy and Convenient Procurement and Construction Process
- Faster Response Time to Accomplish Projects
- Fixed Price Construction
- Contractor "On Call" 24 hours a day, 7 Days a Week
- High Level of Quality
- Pre-Qualified Proven Performance based Contractor
- Positive "Can Do" Team Approach and Attitude
- Non-adversarial/Partnership Relationship
- Emergency Response Capability
- OMNIA Membership Benefits
- OMNIA/The Gordian Group Support Structure and Training

We believe that marketing does not end with the award of a project. It does not end with a phone call. It does not end with a meeting or a brochure. Marketing is not a simple task and does not rest solely on the shoulders of one person. At Johnson-Laux, our entire firm realizes that our marketing efforts and approach is a company wide ongoing responsibility of each and every one of our team members. At Johnson-Laux, our marketing starts and ends with our communication, customer service, and performance. Exceptional performance and customer service leads to repeat work which in turn leads to successful long term client relationships. Any construction company can offer job completion, but at Johnson-Laux Construction we realize that without our clients, we would not be in existence and without our continued marketing approach led by our philosophy of treating each and every client like they are our only client, we would not have any of our longstanding repeat client relationships.





11. What differentiates your company from competitors in the public sector?

- We are an industry leader in Job Order Contracting with over 70% of our annual revenue originating from continuing Job Order style contracts.
- Our significant eGordian estimating experience
- We are experts in construction of occupied facilities having completed countless projects in occupied and operational Schools, Universities, Colleges, Government facilities, Hospitals, Airports, Offices, and Retail environments.
- Our size is an asset; as a mid-size general contractor you can be assured that Johnson-Laux will make your project a priority with significant principal involvement from Day One!
- We are experienced in Education Construction policies and procedures. Our Proposed Staff has completed dozens of educational projects with in recent years.
- Johnson-Laux has the financial capacity and cost control capabilities necessary to deliver the project on time and on budget.
- As a construction manager, Johnson-Laux works as an extension of your staff. Participating in the project from day one as a full team member with your staff, architect, engineer, and consultants, we offer a controlled approach to project delivery that consistently results in cost savings and expedited project schedules.
- Johnson-Laux recognizes that we may be working within operational campuses and will approach this project with an emphasis on student and/or personnel consideration, convenience, and safety. Our experience as outlined above provide us with the ability to work within and around sensitive occupied and functioning areas while operating safely and efficiently with little to no impact and disruption to surrounding areas.
- We are committed to implementing the highest safety standards and strongest security measures at each one of our construction sites. A high percentage of our projects have been situated in sensitive, occupied spaces such as hospitals, airports, and corporate offices. Since each project and facility is unique, our approach involves the development of a job-specific, site utilization and safety plan to ensure the protection of our clients, their staff, the general public, our employees and all vendors and subcontractors.
- When a construction project is in an existing building with continuous operations, plans and specifications
 must assure that the work site(s) are completely isolated from occupied portion(s) of the building and
 that precautions are taken to assure that any operations or hazards in the work site(s) will not affect the
 occupants and operations of the building.
- We specialize in working within and around occupied and functioning facilities and truly attempt to be as invisible as possible at all times. "Zero interruptions and Zero incidents" is our motto. Constant forecasting, meticulous execution, effective communication, cohesive teamwork, and overall solid construction management are the keys to maintaining a safe, clean, and secure job site.





11. What differentiates your company from competitors in the public sector? - continued

It is the policy of Johnson-Laux Construction that a safe and accessible path of travel is provided for all pedestrians, including those with disabilities, around and/or through construction sites. It is recognized that there are various types of construction activities, including both short-term and long-term projects. When erecting barricades, Johnson-Laux is conscious for the special needs of pedestrians with physical disabilities. Johnson-Laux provides protection for pedestrians consistent with all local, state, and federal codes, including the Americans with Disabilities Act.

Johnson-Laux Construction is a firm supporter of utilization of minority/women owned businesses and local disadvantaged businesses in the performance of all of our contracts. It is our strong belief that local labor offers the best combination of quality and value in construction. Local subcontractors can provide a superior quality through their enhanced knowledge of local regulations and best-practices for the environment. They also provide value in reduced travel and material shipping costs. But beyond the bottom line, Johnson-Laux believes that providing opportunities to local and disadvantaged business leads to an overall improvement in the industry.

As a Woman Owned Business, Johnson-Laux is fully committed to meeting and exceeding DBE/MWBE participation goals. Our clients can attest to our utilization, marketing, and our consistent ability to meet and/or exceed their local, W/MBE, LDB, DBE, and SBE goals on all related projects. It is our continued commitment to provide all qualified local small business enterprises with equal contracting opportunities related to these Job Order Contracts. Just one example of this can be found in the fact that Johnson-Laux was named the Greater Orlando Aviation Authority Small Business Advocate of the Year for both 2010 and 2011 and consistently exceeds the DBE/MWBE goals on all of our City of Tampa, City of Orlando, City of Miami, OCPS, MDCPS, BCPS, City of Atlanta and City of Savannah contracts/projects.

Johnson-Laux is experienced in historic building preservation and restoration. We have participated in the restoration of several National Historic Register properties. We understand and believe in the value of preserving the beauty of the past and can walk you through the process and take care of every aspect of restoration. We are proud to provide the best in personal customer service while we will help you rehabilitate a building. We strive to identify, retain and preserve the beauty of every historic building that we work on. We use The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings as our guide. We protect and maintain, repair and replace as necessary in order to preserve the defining historic characteristics of a building. If a building is eligible, we can point you in the right direction to facilitate historical certification. We can point you to those who will help you prepare documents and assist with other necessary actions to gain tax credits and charitable donation deductions for eligible properties. Whether it's an entire building or a portion thereof, we stand ready to assist.

Any construction company can provide you service and job completion, but Johnson-Laux offers unparalleled commitment to our projects. As a client-driven company, we pour all our energy and attention into your project. We practice the standard of treating each client like they're our only client. We practice what we preach "Exceptional Customer Service". Our "Take Ownership" philosophy in concert with our experience, versatility, and commitment to quality has enabled us to secure valuable long term client relationships.



12. Describe any green or environmental initiatives or policies.

As part of its commitment to being a good corporate citizen and community member, Johnson-Laux is committed to a strong set of environmental principles. It is our policy to minimize the environmental impact that may be associated with any of our activities; we work constantly with our global partners, clients, contractors and suppliers to improve efficiency, conserve natural resources and reduce waste and emissions.

Creating a sustainable and environmentally secure future calls for an active approach to preserving and improving the world around us. While we work for the creation of new technologies that will reduce the impact on the environment and reliance on non-renewable natural resources, our projects are designed to meet current environmental standards; several of these projects have been recognized by the USGBC as **LEED Gold Certified**.

We also strive to provide opportunities for those directly affected by existing projects to improve their way of life. Our employees are ahead of the curve with their involvement and drive our continued efforts to be the best possible stewards of the environment.

Two of our proposed staff members have LEED accreditation. Kevin Johnson and John Toth are both LEED AP legacy credential holders. Johnson-Laux recently offered free LEED Green Associates training to any interested employees. Additionally, John Toth is one of only 226 Certified Green Globes professionals in the State of Florida.

13. Diversity Program

Johnson-Laux understands the importance of building a quality team to accomplish any job order that may assigned to our company. Building a successful team from our local pool of subcontractors, sub-consultants and material vendors will help ensure the projects success. When assigned a job order, our pre-construction teams will immediately spring into action, by inviting the local DBE subs, other local subs and vendors who have the necessary expertise and skills to accomplish the task. Working close with our project management team, the preconstruction team makes sure the subs and vendors are preparing their proposals to accomplish their portion of the work at a fair and reasonable price. Our team goes further by explaining to the vendors the quality and safety expectations that are expected by JLC as well as the Agency.

Once all of the bids from subs and vendors are received, our preconstruction team scopes out each and every quote, comparing each quote to the other for the same identified work. This creates fairness to all parties involve and helps our team produce the best project for our clients.

Johnson-Laux Construction, LLC Construction is a WBE firm and graduate FDOT & GDOT DBE Firm. We promise to work tirelessly to meet and exceed any MBE goals for this contract by continuously seeking out and informing all M/WBE and DBE firms of the opportunities available, right-sizing subcontracts scopes where required or needed.





13. Diversity Program - continued

JLC understands the necessity of performance and payments bonds in construction contracting. However, we believe that many local subcontractors have the ability and experience to perform the work, but often times requiring subcontractors to furnish bonds will eliminate this opportunity. At JLC, we do not require a subcontractor bond on any subcontractor whose contract work value is under \$500,000. If a certain scope of work may goes over this amount, our preconstruction team will find ways to right size the scope in an effort to get the most participation from the approved DBE subs and vendors.

Upon award of this Contract, it is our intention to continue as well as increase our marketing and outreach plan as follows:

- Expanding our existing data base by identifying and contacting any M/WBE contractors and vendors that did not respond during the initial solicitation via phone, fax, email, newspaper/media advertisements and/ or announcements.
- Utilizing our organized (by trade categories) directory/database by providing all qualified M/WBE firms with project updates and job order solicitations.
- Establish regular communications with the Agency on advice, updates, program changes, events, and all other outreach methods to ensure that no stone is left unturned .
- Attending local M/WBE applicable events, fairs, expos, and trade shows in order to maximize the exposure of the Contract and available M/WBE subcontractor opportunities available.
- 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.

See attached documentation





22. Provide your company's subcontracting plan, as described in the scope herein.

Johnson-Laux construction will self-perform all pre-construction services with no subcontractors nor joint-ventures. The goal of our subcontractor acquisition is to obtain highly qualified subcontractor services while still maintain best value for our clients. To achieve this goal and ensure that the on-site construction team receives construction services for each trade, Johnson-Laux has developed the following subcontractor acquisition and management procedures:

Subcontractor Acquisition:

Johnson-Laux has established a reputation of being a solid performer for our clients and a reputation of being a dependable Construction Manager across Florida, Georgia, and South Carolina. We have databases for a host of Subcontractors in all the trades. We have established very solid relationships with the subcontractors, and have established a process for the evaluation and selection process of subcontractors. The criteria are set based on a weighted average method of calculations with safety being the most important criteria.

In spite of having this extensive database of qualified and reliable subcontractors, Johnson-Laux, is always on the lookout for qualified subcontractors, to be more competitive in the industry. Johnson-Laux uses available Internet databases to find and invite to vendors to participate on its projects. Johnson-Laux collects information for these expos and implements the selection process using a scaled method of selection criteria as noted in the previous paragraph.

Concurrent with preparing our eGordian estimate, The Preconstruction team will:

- Prepare vendor work packages that include tasks for each trade This is done to minimize our risk in pricing (assuring there is no gaps and preventing two subs including in their prices the same scope of work)
- Identify in the specifications and estimate section of the proposal form the specifications/drawings
 pertaining to the requirement and contract clauses and provisions that are required to be passed on to the
 subcontractors, i.e., labor standards, EEO standards, Buy American Act, etc.
- Prepare a proposal schedule so that each subcontractor will understand schedule expectations
- Include an example subcontractor agreement to minimize any contractually issues early in the process
- Determine subcontractor availability Johnson-Laux is fully willing to comply with any and all Small Business Contracting requirements for the project. We will solicit, pre-qualify, scope, and negotiate with any Small Business Concern deemed a requirement. Prepare a list of pre-qualified subcontractors.
- Publicly advertise and solicit competitive lump sum bids/proposals from trade contractors or subcontractors for the performance of all major elements of the work.
- Invite a minimum of three subcontractors from our subcontractor database to submit proposals for each Work Package. We will provide a list of which subcontractors were invited to propose and which submitted proposals.
- Notify the Agency in writing in advance of all bid related meetings to include pre-bid meetings and bid/ proposal openings.





22. Provide your company's subcontracting plan, as described in the scope herein. - continued

Subcontract Execution:

Upon receipt and opening of the bids, Johnson-Laux preconstruction team will work with the construction team in determining the proposal that provides the best value to the Agency.

After acceptance of a subcontractor's proposal, the Project Manager will prepare a bilateral purchase order/ subcontractor agreement, using Johnson-Laux's current formats. The bilateral subcontract agreement will incorporate the specification, drawings, required "flow-down" contract clauses/provision, and other pertinent data for both parties signature. Johnson-Laux will award subcontracts consistent with the small business/small disadvantaged business-subcontracting plan required by the county.

Once Johnson-Laux enters into agreements with a subcontractor, they become a member of our team. We will involve the subcontractors in the planning and scheduling phases, instruct them in safety policies and procedures, and include them in our quality control program. Each subcontractor is expected to follow the schedule and procedures, and a commitment will be obtained from each subcontractor to comply with contract terms and project schedule.

Subcontractor Administration:

During the construction of the project, Johnson-Laux will supervise and inspect the work of all subcontractors as carefully as the work performed by its own crews. We will initiate and implement close communications with each subcontractor through correspondence, weekly progress meetings, Weekly Safety meetings, and Quality Assurance preparatory meetings.

Quality Assurance of Subcontractors:

Through the policy of selecting the "best-value" subcontractors as stated in the preceding section ensures only the qualified subcontractors are selected for participation with us on the project. Further, the policy of obtaining their commitment to us through a certified statement of their commitment to its philosophy of quick response and quality work in essence promotes a "partnering agreement" for each of us to follow. We believe the partnering process with subcontractors will go a long way towards quality of work. Additionally, our pro-active quality control plan and procedures ensures early identification of problems and allows Johnson-Laux to step in and provide needed assistance or complete job takeover.

Non-performance by Subcontractors:

We do what we can to make sure we select the best subcontractors for the project. However we also understand that there may be a subcontractor not performing to our expectations. Also infrequent, we do have a plan to work with that subcontractor to get them to perform to acceptable levels. In the event of non-performance of subcontractors, Johnson-Laux will issue a written cure notice to the subcontractor directing it to rectify the problems within 48 hours of the notification. If the subcontractor fails to correct the problem or there is recurring problem with the performance, we will use labor contractors for the specific trade, to provide it with skilled hourly wage workers. These crews will work directly under the supervision of Johnson-Laux foreman towards the completion of the work. In the case of specialty trades which cannot be performed by its crew, Johnson-Laux will obtain the services of another contractor who can perform the work within the contractually obligated performance period.



State of Horida

Woman Business Certification

Johnson-Laux Construction

Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from: 12/10/2020 to 12/10/2022

Jonathan R. Satter, Secretary Florida Department of Management Services



Office of Supplier Diversity 4050 Esplanade Way, Suite 380 Tallahassee, FL 32399 850-487-0915 www.dms.myflorida.com/osd

Johnson-Laux Construction - Florida - Master List

Trad Sitework Concrete Sitework Structural Steel Sitework Electrical HVAC Architectural Services Asbestos Abatement Civil/Structural Engineering Cleaning Services Dumpster Rental Graphics Industrial & Waste Management Material Testing Mold Remediation Scanning//Utility Locates Scanning/Utility Locates Surveying & Mapping Temporary Facilities Surveying & Mapping Engineering Services Engineering Services Engineering Services Cleaning Services Architectural Services Surveying & Mapping Surveying & Mapping Surveying & Mapping Surveying & Mapping Portable Toilets Storm Water Consultants M.O.T. FF&E (Logistics) Engineering Services Engineering Services Abatement, Remediation & Demoltion Scanning/Utility Locates Scanning/Utility Locates Architectural Services Asbestos Abatement Ashestos Abatement Concrete Cutting & Coring Concrete Cutting & Coring Concrete Cutting & Coring Concrete Cutting & Coring Demolition Services Demolition Services Demolition Services Demolition Services Demolition Services Fencing Fencing Fencing Fencing Fencing Fencing Fencing Landscape Services Pavers Scanning/Utility Locates Scanning/Utility Locates Sitework Sitework Sitework Sitework Sitework Striping Temporary Fencing Temporary Fencing X-Ray Services X-Ray Services Landscaping Landscaping Landscaping Landscaping Landscaping Silt Fencing Turf Temporary Fencing Landscaping Demolition Service Demolition Services Demolition Services Paving Paving Paving Paving Paving Demolition Services Abatement & Demolition Sitework Demolition Services Landscaping Services Concrete Cutting & Coring Concrete Cutting & Coring Concrete Cutting & Coring Temporary Fencing Temporary Fencing Temporary Fencing Termite Treatment Landscaping Serivces Concrete Cutting & Coring Fencing Landscaping Concrete Cutting & Coring Sitework Pavers Abatement & Demolition

Contractor Name Rocket Land Development KLS Construction Services, LLC East Coast Site Klein Construction Services, Inc. TS&C Construction Control Electric Taylor Mechanical RJ Company ACM Engineering & Environmental Services Springstead Engineering Imperial Cleaners & Movers Xtreme Disposal Speed Pro Alpha Omega Training & Compliance Guardian Fueling Technoligies Adams Tank & Lift Petrotech Southeast, Inc. Tierra, Inc. Action Home Pro GPRS CCW Locating Halff Surveying Southeastern Surveying Donald W. McIntosh Associates, Inc. L & S Diversified L & S Diversified John B, Webb Ardaman & Associates, Inc. Mobile Modular D.C. Johnson & Assocaites, Inc. Universal Engineering Sciences (Materials Testing) Universal Engineering Sciences (Geotechnical) Spaulding Decon Senatore, Inc. Angle-Right Surveying, LLC Ferguson Land Surveyors, PLLC Leftcoast Surveyors, Inc. T&S Professional Rentals Pro SWPPP Mot Plans Harding Companies Hamilton Engineering & Surveying, LLC Universal Engineering Sciences Sunrise Systems of Brevard, Inc. Radar Hawk Utility Locating Bloodhound LAV Engineering Abatement Central Abatement & Demolitions Services Sterling Concrete Cutting Florida State Concrete Cutting & Core Drilling True Line Coring & Cutting Capmen LLC Spartan Industries Tri-State Demoltion Environmental Construction, Inc. Ace Contracting Enterprises Champion Services of Florida, LLC Rose Fence Accurate Fence Secure Fence & Rail Superior Fence & Rail All-Rite Fence Co, Inc Fence-it Hills Fencing Flagler Fence Landscape Pros Gaskin Contractors MD Concrete Imaging Florida X-Ray Concrete Rocket Land Development East Coast Site TS&C Construction Paquette Company American Curb Appeal Stone Mountain Access Systems, Inc. G & S Fence and Deck Applied Technical Services Engineering & Inspections Unlimited, Inc. H & A Sod West Orange Nurseries A2B Lawn & Maintenance Dobsons Woods & Water Landform of Central FL WBE Environmental, Inc. (dba. Florida Silt Fencing) Forever Lawn of Tampa Bay DC Fence Solutions Corp Blue Native Landscape & Irrigation N&P Construction Demcon Group, LLC R2R Demolition, Inc. Mondragon Paving All Asphalt Services Halifax Paving Council's Tractor Service, Inc. (dba CTS Paving) DHC Construction Services, LLC ADS Abatement & Demolitions Services Savage Site Development J.P. Services of Sarasota, LLC Florida Natives Nursery, Inc. J&M Concrete Cutting & Coring True Line Coring & Cutting Smith Fence Federal Rent A Fence American Fence Company, Inc. Pro-tek Merion Landscape Services Rightway Cutting Aabot Fence, LLC Royal Landscape Nursery Speedy Concrete Cutting Raymow Construction, Inc. Paverscape, Inc. Integrity Environmental Group

City Pompano Beach Orlando Orland Orlando Orlando Orange City Apopka Apopka Orlando Tampa Leesburg Orlando Winter Garden Orlando Cocoa Sanford Longwood Astatula Winter Garden / Tampa Jacksonville Largo Tavares Tavares Winter Park Maitland City of Tampa- MBE Winter Park Tallahassee Auburndale City of Tampa- SLBE San Antonio Orlando Orlando Tampa Leesburg City of Tampa- SLBE Tampa Clearwater St. Petersburg Apopka City of Tampa- SLBE City of Tampa- SLBE Orlando / Tampa Cocoa Ormond Beach Orlando Tampa Saint Cloud Tampa Tampa / Orlando Tampa Deland Tallahassee Tampa Safety Harbo Apopka Orlando Orlando Titusville Orlando Orlando Leesburg Lake Helen Bunnell Thonotosassa Tallahassee Pompano Beach Orlando Sanford Leesburg Monticello Newberry Tallahassee Orlando Ft. Lauderdale Apopka Winter Garden Altamonte Springs Ocoee Orlando Orange City Brandon Hialeah DBE / MBE Florida City West Palm Beach MDCPS SRF / WMRF Sunrise Pompano Beach ward Schools: SBE Tampa Pierson Clearwater Tampa Eustis Sarasota Plant City City of Tampa- WBE Apopka Casselhern Clearwate Orlando Altamonte Springs Riverview City of Tampa- MBE / SLBE Tamarac Orlando Mulberry

Certifying Agency

Concrete Concrete Concrete Concrete Concrete Concrete & Masonry Concrete Concrete Concrete & Masonry Concrete & Masonry Concrete & Masonry Masonry Masonry Masonry Awnings & Canopies Awnings & Canopies Awnings & Canopies Awnings & Canopies Metal Fabrication Metal Fabrication Metal Fabrication Metal Fabrication Metal Trusses Metal Trusses Metal Trusses Metal Trusses Structural Steel Structural Steel Structural Steel Structural Steel Truss Installation Welding & Fabrication Metal Frabrication Strucutral Steel Misc. Metals Metal Frabrication Metal Fabrication Building Material Supplier Casework Casework Casework Casework Casework Casework & Countertops Casework & Countertops Casework & Countertops Countertops Wood Framing Wood Trusses Wood Trusses Wood Trusses Wood Framing Wood Framing Wood Framing Wood Framing Casework & Countertops Casework & Countertops Roofing Roofing Roofing Roofing Roofing Spray Foam Insulation Waterproofing Waterproofing Roofing Roofing Waterproofing & EIFS Waterproofing & Painting Siding Roofing Siding Siding & Trim Door & Hardware Installation Doors Doors Doors Doors Doors Doors Doors Glazing / Storefront Garage Doors Doors Glazing / Storefront Glazing / Storefront Doors ACT ACT ACT Floor Coatings Floor Coatings Floor Coatings Flooring Flooring Flooring Flooring Flooring Framing & Drywall / ACT Framing & Drywall Interiors

KLS Construction Services, LLC Green Construction & Development Cornerstone Construction Services, Inc. Mott Concrete Resource Pavement Group T&D Concrete Joswig Construction, Inc. Claire's Concrete Construction, Inc. Souder Masonry & Concrete Industrial Concrete Big T Development, Inc. All State Concrete Corporation MJS Concrete, Inc. Ron Kendall Toltec Stonewall Masonry John M. Cicero Masonry, Inc. Ambach Masonry Construction, Inc. Citory Solutions, LLC Awning Factory Sundance Architectural Products Sunstate Awning Accurate Mobile Welding & Fabrication Greene's Welding & Fabrication Bettinger Welding BK Robbins Metal Fabrication Jax Truss Jax Truss Lamp Metal Truss Metalite Truss Systems United Structures Klein Construction Services, Inc. Capstone Contractors, LLC Trident Building Systems LM Industires, Inc. Southeast Erectors, Inc. Titan Welding & Fabrication SGA Management, Inc. United Steel Works, Inc. All Metals Welding & Fabrication, Inc. Metal Supermarkets Florida Metal Craft, Inc RoMac Building Supply Glenco Industries WJ Bergin Cabinetry Commercial Millworks, Inc Advanced Millwork D&R Cabinetry & Millwork, Inc. Pearcy Cabinetry Counter Impressions Laidlaw Commerical Cabinets Florida Custom Marble, Inc. JS & Sons Angle Truss, Inc. K & M Truss. Inc. Bushnell Truss White Oak Construction RG Framing, Inc. APE Home Services Peninsula Building and Design, Inc. Gem-Fit, Inc. (dba Custom Made Cabinets) Marcos Custom Cabinetry Stanleys Roofing Collis Roofing P & A Roofing & Sheetmetal P & A Rooting & S Integrity Roofing Artic Enterprises Gale Insulation Southern Foam Tailored Foam American Insulators Ewing Waterproofing Systems Pressure Point Waterproofing Elite Roofing Serivces, Inc. Advanced Roofing & Construction Services, LLC Moss Waterproofing & Painting Co., Inc. Lion Construction Company Atlas Apex M & J Enterprises, LLC DX Trim Enterprises, LLC Doorworx, LLC D.H. Pace Titan Building Supply Beaver Door & Trim Builders First Source Lake Door & Trim J Newton Enterprises Cook & Boardman Countryside Glass & Mirror AAA American Garage Doors H & R Custom Door & Hardware DPI Glass, LLC Tab Glass & Window Corporation Dormakaba CG Acoustics AAA Ceilings Hanlon Acoustical Ceilings PPI Polished Concrete Floors Allens Polished Concrete Cubix Work Scapes PK Flooring Preferred Flooring Contractors, Inc. At Home Floor Store Majestic Eagle Central Florida Drywall & Plastering, Inc. A & W Construction Services, Inc. Center State Framing & Drywall, Inc. Drywall Elements FCS J Gross Structures Jimmy Blackwell Framing, LLC South A Drywall (dba. Sunrise Walls & Ceilings) Acousti Engineering

Orlando Newberry Orlando City of Tampa- MBE Okahumpka Tampa Wildwood Largo Orlando DeBarv Clermont Geneva Orlando Oviedo West Palm Beach Winter Garden Sanford Holly Hill Sorrento Orlando Orlando Orlando Sanford Sorrento Middleburg Tallahassee Altamonte Springs Jacksonville Lula Lake Worth Cairo Orlando Sarasota Sarasota Orlando Orlando Margate Doral Clearwate Tavares Tampa, Tampa East, Lakeland Leesburg Orlando Orlando Orlando Orlando Orlando Apopka Fustis Jesup Jacksonville Kissimmee Bushnell Altamonte Springs Ormond Beach Orlando Port Orange Eaton Park Sorrento Longwood Orlando Orlando Maxville Orlando Sanford Jacksonville Gainesville Gainesville Tampa Sanford Kissimmee Oviedo Tampa Orlando Kissimmee Titusville Longwood Orlando Eustis Jacksonville St. Petersburg Clermont Largo Sarasota Clearwater Orlando Melnourne Winter Park Tampa Orlando Winter Park Tallahassee Lakeland Gainesville Plant City Daytona Beach Lakeland Orlando Sanford Winter Haven Winter Haven Orlando MWBE

Interiors Painting & Coatings Floor Coatings Floor Coatings Stucco Framing & Drywall Drywall, Bathrooms Acces. Partitions, RFP Interiors Floor Coatings Painting Painting Stucco Flooring Flooring (Sports) Stucco / EFIS / Siding / Stone / Pavers / Concrete / Masonry Flag Poles Flag Poles Flag Poles Flag Poles Signage Signage Signage Signage Specialties Specialties Specialties . Specialties Specialties Playground Equipment Netting Netting Netting Fire Suppression Fire Suppression Fire Suppression Fire Suppression HVAC & Plumbing HVAC HVAC HVAC Commissioning HVAC T&B HVAC Commissioning Fire Suppression HVAC HVAC HVAC Testing HVAC Testing HVAC Testing HVAC Controls Plumbing HVAC Plumbing HVAC Building Controls **Building Controls** Building Controls Access Control Access Control Electrical Electrical Flectrical Electrical Electrical Electrical Electrical Electrical Electrical Electrical Electrical Electrical/FA/LV Electrical/LV Electrical / Fire Alarm Fire Alarm Low Voltage Low Voltage Sound System Building Controls Electrical Electrical Electrical Electrical

Harmony Interiors Covered Well Painting LLC RG & Co PCC Alachua Painting & Waterproofing OJ Painting & Waterproofing Jasper Enterprises Pope's Percision Projects C & C Painting C & C Painting Murphy Painters, Inc. Jamestown Painting & Decorating Scaife Enterprises Rocket Resins Commercial Flooring, LLC Bague Professional, Inc. CWJ Universal Enterprises, Inc. Central Florida Drywall, LLC MIE, Inc. PremUS of Orlando, Inc. Paramount Painting & Services, Inc. Advanced Painting of Tampa, Inc. Genexis Construction Teal Tile Southeastern Surfaces & Equipment Central Forida Construction Walls, Inc. Flags Unlimited Heads Flags American Flag Pole & Flag Co. Flag & Flag Pole Services OAI Sallie Mid Florida Signs Media 1 & Wrap This We Supply Fenwall Square 10 Source Donco, Inc. Interior Specialties Chopper's Construction Burbank Sports Nets Gorilla Netting Gorilla Netting Southern Fire Wayne Automatic Cox Fire Milton J Wood Taylor Mechanical Starr Mechanical Advance Mechanical MSI Action Air American Mechanical Solutions Mielke Mechanical Spectrum Mechancial Superior Mechanical IC Mechanical Bluefin Mechanical Stellar Services AC Desgin, Inc. Sherman Mechanical Contractors Sosa Plumbing Charlie's Plumbing Lavender Lady Orlando's Best Plumber Ross Plumbing Mid State Plumbing Sun Plumbing & Mechanical Serivces D.G. Snyder Plumbing Flagler Spetic McLain Plumbing Richin Plumbing Energy Air CT Mechanical TLC Engineering Solutions Bay to Bay Balancing Cx Solutions, LLC Savage Fire Protection, Inc. Hill York Bernhard Precision Balance Inc Precision Balance Inc Southern Independent Testing Agency, Inc. Thermal Systems Balancing, Inc. Trane Monarch Plumbing Air and Electrical Services Elite Plumbing Miller's Central Air, Inc. Johnson Controls Certified Control Systems Automated Logic Contracting Services, Inc. Auvidatel, Inc. Convergint Berg Electric Control Electric Electrical Works Gemco Electric Electrical Solutions Unlimited The Titan Electric Group, Inc. Giles Electric Clark Electric Erwin Electric, Inc. Delgado Electric, Inc. Heckman Electric. Inc. Kwick Lights Spectrum Electric, Inc. Territo Electric, Inc. Hank Lowry Electric, Inc. Johnson Controls Tier Four Advanced Cable Connections, Inc. Entertainment Arts Automated Building Control Systems, Inc. Boys Electrical Contractors Echo Ed Corporation Morton Electric Echo Ed Corporation Central Contractors

Longwood Miami Miami Grand Island City of Tampa- MBE Et. Lauderdale Brandon Dade City Orlando Orlando Ft. Lauderdale Orlando FL- MBE / Hillsborough County/Schools- MBE / City of Tampa- MBE Apopka Clermont City of Tampa- MBE, SLBE Starke New Smyrna Beach Orlando Tampa MBE / M/WBE Tampa Leesburg Tampa Sanford Sanford Inverness Altamonte Springs Miami Ocoee Lakeland Apopka Gainesville Ocala Leesburg Apopka Oviedo Tampa MDCPS M/WBE & MBE Miami Orlando Gainesville Tampa Lutz Lavonia Umatilla Sebring Sebring Sebring Lake Placid Jacksonville Orlando Winter Haven Apopka Leesburg Orlando Orlando Jacksonville South Daytona St. Petersburg Tampa FL- WBE / Hillsborough Schools- SBE/WMBE / City of Tampa- WBE Tampa Alachua lacksonville Apopka Ocoee Orlando Orlando Tampa Orlando Casselberry Orlando Sanford Sanford Lake Placid

Electrical Electrical Access Control Surveying Clean-up Dumpsters Security Security Security Materials Testing/ Inspections Demolition Concrete Building Concrete Building Concrete Building Concrete **Building Concrete** Building Concrete Building Concrete Building Concrete Building Concrete **Building Concrete** Building Concrete Building Concrete Building Concrete **Building Concrete** Building Concrete Building Concrete Building Concrete Building Concrete **Building Concrete** Building Concrete Building Concrete Building Concrete Building Concrete **Building Concrete Building Concrete** Building Concrete

Air and Electrical Services Sebring Pelican Electrical Group A-1 Access Webb Associates Tampa Tampa MWBE Leading Edge Southeastern Ambient Engineering L & S MW/RF MWBE/LDB/VBE S&ME Allen & Company Carnahan Proctor DC Johnson Detail Dynamics MWBE Kleen Sweep Custom Building Daisy Fresh Commercial Cleaning Construction Clean Group MWBE MWBE DNS Construction Cleaning MWBE D+A building services Florida Cleaning Systems Whatever Pilgrm Cleaning Fine Tune Enterprises Unified Labor Solutions Larry Mason Business Services Chem clean EAC Cleaning MWBF MWBE/LDB/VBE MWBE MWBE/LDB/VBE Polished Perfection Gemilang Magic Touch Services Asteroid Cleaning Solutions Darkk Jag Companies D F Midsouth Cleaning Del Mar Solutions First Choice Nationwide Jamoa Enterprise King Services Solutions Miracle Touch Cleaning Services AMAH CKB Cleaning Service CKB Cleaning Service Custom Cleaning Group No Limit In & Out Cleaning Service Service Master Sunshine Enterprise USA Mid Florida Materials MWBE A & A Associates MWBE Fidelity City Security and Safety MWBE Universal Engineering Sciences, Inc Professional Service Industries, Inc Fenestration Testing Laboratory Deatrick Engineering Hero Commercial Inspections Rock & Roll VBE American Demolition Pece of Mind Cross Construction Services TRC America Northstar Cross Environmental Custom Earthworks, Inc Forristall Enterprises The BG Group MWBE Par Development Central Environmental Services Spartan Hosanna Demolition Co LLC. GEL Recycling Environmental Construction Inc. Champion Central Houling & Excavating ISI Demolition ACE Contracting M&M Demo Advance Demo ABC Demo McCartney & Company CD Slab Concrete TS Concrete LLC Central Florida Construction Walls Associated Cost Engineers All Around Conci KLS Genexis RCOM Southern Construction Osprey Ironrock Commercial Leos Concrete Specialties Kennedy Construction Services Gettle & Associates DACG Florida Custom Concrete American Construction Services OLP Construction MW/RF BNG Construction T&T Construction Florida Tilt Woodland Construction Randal Concrete Trinity Management Baker Concrete Truant Construction Cornerstone Construction Grayland Construction MWBB VMG Construction MWBE Toltec Construction Allan Spear Construction Sunryse Construction Service: McCarty & Company Valleycrest/ Brightview Landscaping Don King Concrete Full-Tilt Cellucrete Sequel Developers Cason Construction Company CD Slab Concrete LLC

Building Concrete Building Concrete Building Concrete Concrete Cutting Concrete Cutting Concrete Cutting Concrete Cutting Concrete Cutting Concrete Cutting Masonry Structural Steel Miscellaneous Metals Rough Carpentry Water Proofing/Caulking Roofing/Leightweight Concrete Fire Proofing Building Insulation Building Insulation

Max H Inc. Sunshine Project Manag TS Concrete LLC. Big D Concrete Cutting Big T Development Inc. Florida State Concrete Cutting J&M Concrete Cutting True Line Core & Cutting of Tampa Masonry Builders Advanced Masonry J Cicero Masonry Horus Construction Toltec Construction Southwest Construction Services OLP Construction Castle Constructors Company Souder Souder Cornerstone Construction Cocoa, Inc Pyramid Masonry Ron Kendall Max H Construction Cason Construction HMB United Steel Capital Steel Green Mountain Specialties Doing Steel GMF Steel Industrial Steel Trinity Fabricators Whitley Steel All State Cato Steel Rebah Fabrication Inc Division 5 Hub steel Steel fabricators Mid-State Metals Morrow Steel Peterson Metals Southern Structural Steel Dixie Gulf Aluminum Sunrise Rail Global Boundaries Tek-Rail Southeastern Ornamental Industrial Stee Sunbelt The railing factory Chancey Metal American stairs Atlantic Central Enterprises Dixie Metal Products Steve Ward & Associates Space Environments Adams Bros. Advanced Millwork, Inc. SMI Cabinetry Harwil Star Quality Inc. Barfield Group 1st choice industries CF Partner Construction Krull Construction Curry Cabinetry Kabinets by Kinsey Percopo Coatings General Caulking SJS Painting & Waterproofing Above All Ewing Economy Moss Waterproofing Plummer Construction Group Waterproofing Specialist Trident National Corporation Mader Southeast Central Florida Waterproofing ABG D & R Caulking East Coast Applicators Midstate Caulking Hartford South Ryman R&R Atlas Apex P&A Roofing Collis Latite Deck Systems Procrete System Cellucrete Corp Tecta America McEnany Roofing Peterson Dean Roofing Systems Sutter Martin Roofing & Reno Roof Control ARCI Springer- Peterson Roofing Alpha Roofing Thermaseal Kenpat Fire Stop Systems DennCo Action Spray On Systems Florida Firestop Systems OTI Safway Axiom Thermaseal AEA

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LDB

Building Insulation Doors/Frames/Hardware - Install Glass/Glazing Systems Window Testing Window Testing Overhead Door Overhead Door Overhead Door Storefront Storefront Drywall/Cement Plastering Acoustical Ceilings/Panels Hard Tile/Stone Window Sills Hard Tile/Stone Window Sills

Daniel Insulation CQ Gale ARP Builders Insulation Tailored Foam Southern Foam MES2, Inc. dba Mader Southeast Triangle Construction United Wall Systems KenPat USA Therm-ALL C & S Supply First Source 84 Lumber Creative Doo Commercial Door Mako Allied Taylor-Cotton-Ridley, Inc. SBS/Hollow Metal Specialists Atlantic Door and Hardware Transdoor Architectural Glass Services DH Pace AG Mauro Russel and Russel Hopkins Hardware Genisis Door & Hardware Pinnacle Door & Hardware New Horizon Integrated Door Systems Cook and Boardman C & S Supply JR Enterprises Cardinal Doors NHCS Dolphin Door Freedom installations Taylor-Cotton-Ridley, Inc. Total Quality Service DH Pace John Robinson Jay Abbey Doorworkx, Inc Architectural Glass Services Architectural Aluminum Techniques All Glass Key Glass Lawson Lawson Arso Enterprises Cragg's Glass Southern Walls Altamonte Glass & Mirror Dixie Glass Products Lake Glass & Mirror Acme Glass Sol-A-Trol Alum, Products Superior Window Corp. Sunryse Alliance Kelley & Son TAB glass Glass systems CT Windows Vigilante Associates Interek-PSI Ardaman Florida Door Solutions OGD Overhead Door Company Suwannee Glass, Inc. Triangle Construction Kenpat SJS Drywall Raynor Baylor Mader SE Horus Construction Wal-Mark Exterior Walls Acousti Engineering United Wall Systems KHS & S Acoustical Ceilings & Interior Serv Architectural Drywall Systems Central Florida Construction Walls Inc Praise Contracting Mac Drywall Sky Builders Sanders Construction wsv G&I Exteriors A&W Construction A W Baylor Sunrise Walls & Ceilings Garrard Framing & Drywall Acousti Qualitech Construction Group South A Drywall Drywall Elements Triangle Construction Acousti Hanlon Mader SE International Acoustics Company-ASI Kaye Acoustics Kenpat KHS & S Central Florida Construction Walls Inc Southern Acoustics Sunrise Walls & Ceilings Supreme Interior Construction Group Hudson Everly All States Tile

MWBE

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MBE

Hard Tile/Stone Window Sills Resilient/Carpet Flooring Painting Visual Display Surfaces Signage Toilet Accessories/Partitions Toilet Accessories/Partitions

Great Lakes Rivera Tile Shaw Contract Flooring Hall's Ceramic Tile International Flooring Acousti Central Florida Construction Walls Inc MWBE Zaharions PK Flooring Spectra Sigma Marble Tile and Terrazo Envision Mike Bierfreund Sherwin Williams Great Lakes Shaw Contract Flooring International Flooring Spectra Envision Floorpro inc Profloors All flooring VBE Florida Business Interiors Martin's Flooring Acousti Engineering PK Flooring Twin Flooring, Inc. Smart Finishers, LLC Brownstone Hospitality Interiors Workscapes Flooring Supreme Interior Constrction SJS Painting & Waterproofing MWBE Percopo Dunkman Sunshine State GC Painting Sal Mannino Plummer Painting Service Painting SCS Contracting Rick Wilson Painting Exterior Walls Mid-Florida Paint MWBE MWBE Covert Painting Moss Waterproofing & Painting Co Fletcher Painting Jaxon Painting Orange County Painting Steve Harper Painting Greg Brown Jerry Jackson PPC Professional RG&Co. Renew, LLC. EPA Triax Painting Southpaw IQ Painters Florida Chalkboard Multiline Building Specialties Rolling Oak Supply, Inc C & S Supply Division 10 Specialists Schedule 10 Specialists, Inc. Mardale Specialties Direct Inc Top Line Partions Architectural Building Specialties Florida Speciality Products Custom Color Concepts Florida Visual Display MWBE Nelson Adams Bell Arch Specialties A & D Specialty Multi-Graphics Signco MWBE Enviornmental Graphics Sign Design of Florida Thomas Sign and Awning Co. DGS Outdoor Signs Schedule 10 Specialties Stewart Signs Signs Plus Rolling Oak Supply, Inc Florida Speciality Products Architectural Building Specialties C&S Supply Spring moon Fast signs Harbinger Sign Permacraft Signs Kay Enterprises Poblocki signs A & D Specialty Vital signs of Orlando Creative Sign Designs OAI Invision Sign Sign Source of Charleston Blink Signs Hufcor Bell Architectural SDI Rolling Oak Supply, Inc C&S Supply Schedule 10 Specialties Mardale Specialties Direct Inc Florida Specialties Direct Inc Top Line Partions Architectural Building Specialties A & D Specialty Southern Storage Systems NHCS 146 Restoration Plus Watkins Accessories We Supply Division 10

LDB

Aluminum Walkway Canopies Lockers/Metal Shelving Corner Guards Corner Guards Corner Guards Emergency Key Cabinets Flag Poles Fire Extinguishers Fire Extinguishers Fire Extinguishers Louvers Louvers Food Service Equipment/Appliances Food Service Equipment/Appliance Food Service Equipment/Appliance Projection Screens Projection Screens Projection Screens Stage Curtains/Equipment Athletic Equipment Kiln Kiln Kiln Kiln Playground Equipment Window Treatments Modular Casework/Millwork Modular Casework/Millwork

Perfection Architectural Peachtree Protective Covers The Awning Factory Walt Dittmer & Sons, Inc Commercial Residential Aluminum Canopy by design Dittmer C & S Supply Rolling Oak Supply Florida Speciality Products Architectural Building Specialties Mardale Specialties Direct Inc Storage Craft Schedule 10 Specialties Cubic Storage & Office Systems Distributors of Florida Southern Storage Systems Winn Supply C & S Supply Brainard Enterprise, Corp. Klosterman Associates, Inc. C & S Supply C & S Supply C & S Supply Florida Speciality Products Rolling Oak Supply, Inc Schedule 10 Specialties Mardale Specialties Direct Inc Top Line Partions Pole Tech Rolling Oak Terrick Construction C & S Supply Wild Oak Holding Hile's Curtain Specialties, Inc Clark Food Service Whirlpool GE Beltram Food Service SRE Tri Mark Southeast Steel Sales Willard Appliance Sears Appliances- Commercial American Restaurant Supply Designs, Furnishings, and Equipment Gill Group Edward Don Sarasota Restaurant Equip. & Supply Johnson-Lancaster WH Reynolds International Restaurant Distributors Milcarsky's Alack Refrigeration C & S Supply Arch Building Specialties Florida Specialty Products Heritage Products National Stage & Window Hiles Curtain Specialists Tiffin Scenic Studio, Inc. Mainstage Theatrical InterAmerica Stage, Inc. Janson Industries Storagecraft Athletic Resources SSE Southern Recreation Inc. Hufcor Florida Group Charron Sports Playmore West Miracle Miller Recreation Gametime Swartz Papico Top Line Recreation Court Surfaces Nidy Atlantic Pottery Paragon Kiln Company Outlaw Texas Pottery Playcore of Wisconsin Advanced Recreational Concepts Game Time Play World (playmore) Hufcor Florida Group SSE Advantage Courts, Inc. Major League Sports Fields Southern Recreation Florida Courts (surface only) Florida Carter Corporation Playmore West Fl Play Structures Active Play Florida National Stage Vertical Blind Manufacturers Vertical Blind Factory, Inc. The Blind Factory by JoAnn Window Interiors Hile's Curtain Specialties Heritage Above the Sill TBS Construction Specialties VU Window Treatments VBM DCO The Barfield Group Star Quality Apro Master Woodcraft Steve Ward & Associates Adams Bros. SMI Cabinetry, Inc. Advanced Millwork, Inc. Harwil

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Modular Casework/Millwork Bike/Skateboard Backs Bike/Skateboard Racks Bench Seating Bench Seating Bench Seating Telescoping Stands Telescoping Stands Telescoping Stands Telescoping Stands Telescoping Stands Telescoping Stands Metal Building Systems Elevators Elevators Elevators Elevators Elevators Elevators Elevators Elevators Wheelchair Lift Fire Protection Plumbing HVAC HVAC

Leedo Creative Concepts Glenco Industries Pearcy Flamingo Kitchen Corp WJ Bergggin Cabinetry DDCCC D & R Cabinetry and Millwork Mark Products USA Graber Graber Athletic Resources Florida Specialty Product Architectual Building Specialties Mardale Specialties NCHS Papico Construction Schedule 10 Specialists Hucfor Florida Group Athletic Resources SSE Hucfor Florida Group Athletic Resources SSE SSE Sharon's Sport Services Storage Craft Tucker Construction Anvil Ironworks Chancey Metall Wilkerson Welding American Stairs Kirby Building Systems Inland Buildings Florida Metal Buildings Klein Butler Manufacturing Star Trident Cornerstone Allied Buildings Brevard Constructors Harrel Constructors Harrel Contruction Garrison Design and Construction Nucor Building Systems Vulcan Steel Structures Kalex Steel Buildings, Corp. Mark Construction Schindler ThyssenKrupp Kone Otis Mowery Delaware Elevator Taka Skyline Accessibility Lifts CSG Space Coast Fire Wayne automatio Fire Safety Inc South East Fire Porotection Eagle Fire Protection Fire and Life Safety America Rolling Oak Supply, Inc C&S Supply Schedule 10 Specialties Mardale Specialties Direct Inc Florida Speciality Products Top Line Partions VSC Fire Protection Wigington Fire Sprinklers Southern Fire Protection of Orlando UFC Safety AIT Randall Mechanical Randall Mechanical Commercial Systems Group First-String Fire Protection Fire stop systems Cox Fire protection Titan Fire Systems Gator Fire Equipment Convergint Tech EM&G Firestopping & Safety Ackerman Pulmbing Crawford Plumbing Gulf Mechanical Medic Air Modern Plumbing Tharp Plumbing Heichel Plumbing AMKA Plumbing WW Gay Mechanical Coastal Mechanical Services S.I. Goldman Randall Mechanical Randall Mechanical Reading Plumbing Ross Plumbing Armitage Plumbing Scotts Plumbing Del Air Energy Air Ryman Mechanical Medic Air Gulf Mechanical Ace Air Conditioning Westbrook S.I. Goldman Harper Limbach Coastal Mechanical WW Gay Mechanical Randall Mechanical Shaw Mechanical MSI Mechanical Services DHR CCS Mechanical **B&I** Contractors All American Quality

VBE/MBE

MWBE

MWBE

MWBE

MWBE

MWBF

MWBE

HVAC HVAC HVAC HVAC HVAC HVAC Test & Balance Electrical/Systems Classroom Sound Reinforcement Classroom Sound Reinforcement Low Voltage Low Voltage Sitework Soil Treatment Soil Treatment SWPPP Fences/Gates Fences/Gates Fences/Gates Fences/Gates Fences/Gates Fences/Gates Fences/Gates Fences/Gates Fences/Gates Fences/Gates

Comfort Air Del Air McCloskey Mecal Contractors Climate Control Mechanical Service Advance Mechanical Systems, Inc. Energy Air, Inc. Florida Test and Balance Richard Flanders Enterprises Richard Handers Enterprises The Phoenix Agency Southern Independent (SITA) Air Balance Unlimited TABC Precision Balancing Accurate Balancing Thermal Systems Balancing, Inc. Bay to Bay United Electrical Central Florida Electric Tri City Bright Future Carter Electric Owen Electric Regency Electric Electric Services APG Electric Titan Electric Commercial Systems Group Morton Electric Pace electric Giles Electric Advanced Cable Connection Proplus Greenway Electrical Panta Electronics Terrys Electric Ouinco Power Logics Boys Electric Complete D&S Randall Electrical Services Aireko Energy Solution Grassland Enterprises Sunstate Electric Maxwell Lightning Red Hawk Security Echo ED Prime Electrical Contractor Control Engineering Group TRC EC Building JSC Systems Audio Enhancement Quality Cable Contractors Preferred Business Cabling of FL WD Site Development Tucker Paving Red Fox Trucking Eden Allstate Paving JCB JEL Cronin Construction Company Harty Tractor Service Briar Corporation JMHC White's Site Development JR Davis Construction Company Valencia Construction Group DeWitt Excavation Mercon Construction Sitek Corporation Lundquist Excavating Par Development Atlantic TNG EM Paving Southern Development & Construction Pacqo Global Jones General Contracting SlipTech Cedar Park Construction Betacon TS&C Construction Service Williams Earthwork VK Jensen Café Construction C&C Site Development Lucas Site Mack Contracting Nicopat Bryant Infrastructure RH Site Titan Land Development Midsouth JMHC Brockman Site Black Sands Deopment Atlantic TNG Foshee Construction East Coast Site Development Jade Construction Wrights Excarvating Accurate Pest Control Truly Nolen Pro SWPPP Abbott Fence All Rite USA Fence Smith Fence KMG Fencing Rose Architectural Railings/Rose Fence Commercial Fence Contractors Bravo Fence Straight up Fence EMB Builders

VBE

LDB/MBE

LDB/MBE

I DB/MBF

MWBE

MWBE

MWBE

MWBE/MBE

MBE VBE MBE

Fences/Gates Landscape/Irrigation Site Concrete Paving Paving

JMD Global Chapco Sterling Enterprise McConnie Fence American Fence Accurate Fence Secure Armstrong Fence Aabot All Florida Sterling Silverscape Concepts in Greenery Austin Outdoor Davey Tree Expert Company Valleycrest/ Brightview Landscaping Water Works Irrigation Legacy Scapes Lake Conway Landscaping Dora Landscaping Keller Outdoor Landscaping Girard Environmental Wolfe Irrigation and Landscaping A2B Lawn & Maintenance Capital Maintenance Sunshine Landscaping Budget Carol King Tri-County Landscaping Marks Gainesville Landscape Landscape design group Grandview landscaping White Oaks Landscape Del Mar Solutions ELT Landscape Tri County United Land JL Wilson Southwest Construction Don King Concrete Baker Concrete Goss Foundations McCarty & Company UCC Group Vallevcrest/ Brightview Landscaping Cornerstone Construction BNG Construction Randall Construction Johnson- Laux J&M Ensley Scorpion Scorpion (allegedly) design 2 Meyer Corp. 300 Engineering Group, P.A. 3D Tire Company, Inc 5M CIVIL LLC Tampa Apollo Beach Miami Apopka TAMPA 5M CIVIL LLC ТАМРА 5SE,LLC A & A Electric Services, Inc. A B2Gnow Test Vendor Apopka Tampa Phoenix A Business Forms & Pegboard Systems, Inc. A Business Forms & Pegboard Systems, Inc. A JANITORS CLOSET INC A PLUS ACCURACY INSURANCE AGENCY A PLUS ACCURACY INSURANCE AGENCY Tampa Tampa TAMPA TAMPA TAMPA A Sharper U, LLC A Sharper U, LLC A&B Engineering Consultants PA A&J's Faith Consulting Group, LLC Tampa Tampa Tampa Tampa Tampa A&J's Faith Consulting Group, LLC Tampa A.C.C.I. (Advanced Cable Connection Inc.) A.D. Engineering, P.A. Tampa Tampa A.D.A. Engineering, Inc Miami A2B Engineering LLC Tampa AB5 Enterprises Gibsonton AB5 Enterprises AB5 Enterprises Above and Beyond Cleaning, Inc. Above Electric LLC Gibsonton Tampa Tampa Tampa TAMPA TAMPA Above Electric LLC ABSOLUTE ENGINEERING INC ABSOLUTE ENGINEERING INC ACClaim Service Group, Inc. Odessa Acclaim Service Group, Inc Odessa Accountabilities Consulting Services, LLC Accountabilities Consulting Services, LLC Accountabilities Consulting Services, LLC Tampa Tampa Riverview AceApplications, LLC Orlando Acutonix Health Systems, Inc Tampa ADAMS TRAFFIC INC ADAMS TRAFFIC INC PLANT CITY PLANT CITY ADE Engineered Solutions of Florida Longwood ADEAS-0.11C St. Petersburg Advanced Data Solutions Inc Oldsma Advanced Data Solutions, Inc. Oldsma Advanced Door Services, Inc. Plant City Advanced Door Services, Inc. Plant City Advanced Door Services, Inc. Advanced Nationwide Security Corporation Advanced Nationwide Security Corporation Advanced Systems Engineering, Inc. Tampa Tampa Clearwat Advantage Engineering, Inc. Wesley Chape Aerial Innovations, Inc. Tampa Aerial Innovations, Inc. After Hours Cleaning Service Tampa Tampa Tampa After Hours Cleaning Service Tampa AG Williams Enterprises, LLC AG Williams Enterprises, LLC . Tampa Tampa AGENOR & CAMPBELL STRUCTURAL ENGINEERS LLC (PART TIME) Clearwate AGENOR & CAMPBELL STRUCTURAL ENGINEERS LLC (PART TIME) Clearwater

AGF Alliance Design & Construction, Inc AGF Alliance Design & Construction, Inc AGRO-TURF CORP.

Tampa Tampa Gibsonton SLBE MBE MBE MBE SLBE MBE MBE SLBE WBE WBE SLBE MBF SLBE MBE MBE SLBE MBF SLBE MBE SLBE MBE SLBE WBE MBE SLBE SLBE SLBE WBE SLBE WBE SLBE WBE SLBE MBE SLBE SLBE WBE SLBE SLRE WBE SLBE WBE MBF SLBE SLBE SLBE WBE MBE SLBE MBE SLBE MBE SLBE MBE SLBE

MBE

SLBE

MWBE

MWBE

MWBE

Tampa . Tampa . Tampa . Tampa Tampa

Tampa

AGRO-TURF CORP.	Gibsonton	SLBE	Tampa
Aguila Electrical Services, Inc.	Tampa	MBE	Tampa
	Tampa	SLBE	Tampa
Air At Your Door Air At Your Door	Tampa	MBE SLBE	Tampa
Air At Your Door Air Products & Equipment, Inc.	Tampa Orlando	WBE	Tampa Tampa
Aireko Energy Solutions US, LLC	Orlando	MBE	Tampa
Airflow Engineered Systems, Inc.	BRANDON	SLBE	Tampa
Airflow Engineered Systems, Inc.	BRANDON	WBE	Tampa
AIRQUEST ENVIRONMENTAL INC Akira Wood LLC	Fort Lauderdale Gainesville	WBE	Tampa Tampa
All Construction Services, Inc.	Lutz	SLBE	Tampa
All Construction Services, Inc.	Lutz	WBE	Tampa
All Flooring Services	Wimauma	MBE	Tampa
All Flooring Services	Wimauma St. Petersburg	SLBE SLBE	Tampa
All Florida Fire Equipment Company Inc All In One Electric Inc	TAMPA	MBE	Tampa Tampa
All In One Electric Inc	TAMPA	SLBE	Tampa
All Trades Historical Restoration	Saint Petersburg	SLBE	Tampa
All Trades Historical Restoration	Saint Petersburg	WBE	Tampa
Allegra Design Print Mail Allen Masonry & General Contractor, Inc.	Tampa Tampa	SLBE MBE	Tampa Tampa
Allen Masonry & General Contractor, Inc.	Tampa	SLBE	Tampa
Alliance Power Solutions, Inc.	Tampa	MBE	Tampa
Alta Vista Communications, Inc.	Tampa	SLBE	Tampa
Alta Vista Communications, Inc.	Tampa	WBE	Tampa
Alvarez Plumbing Company, Inc.	Tampa Orlando	MBE MBE	Tampa Tampa
Alyssa A Hogan Amazon Hose and Rubber Company	Orlando	WBE	Tampa
Ambient Technologies, Inc.	St. Petersburg	MBE	Tampa
AMC Sales Promotions Company Co. Inc.	Odessa	SLBE	Tampa
AMC Sales Promotions Company Co. Inc.	Odessa	WBE	Tampa
American Government Services Corporation	TAMPA	SLBE	Tampa
American Government Services Corporation American Wordata, Inc.	TAMPA Tampa	WBE	Tampa Tampa
American wordata, inc. Analytic Engineering, Inc.	TAMPA	MBE	Tampa
Analytic Engineering, Inc.	TAMPA	SLBE	Tampa
Anderson Lesniak Limited Inc	TAMPA	SLBE	Tampa
Anderson Lesniak Limited Inc	TAMPA	WBE	Tampa
Angie Brewer & Associates, LC Angie Brewer & Associates, LC	BRADENTON BRADENTON	SLBE WBE	Tampa Tampa
Angle Brewer & Associates, LC AngleRight Surveying, LLC	Tampa	SLBE	Tampa
Anston-Greenlees, Inc.	Tampa	SLBE	Tampa
Anthony's Tampa Bay Pressure Washing, LLC	Valrico	SLBE	Tampa
Anticus Engineering LLC	Riverview	SLBE	Tampa
Anticus Engineering LLC Antonio Chase, CPA, P.A./ChaseAssociates, CPA, P.A.	Riverview Tampa	WBE MBE	Tampa Tampa
Antonio Chase, CPA, P.A./ChaseAssociates, CPA, P.A. Antonio Chase, CPA, P.A./ChaseAssociates, CPA, P.A.	Tampa	SLBE	Tampa
Apollo Construction & Engineering Services, Inc.	Ruskin	SLBE	Tampa
Apollo Environmental, Inc.	Gibsonton	SLBE	Tampa
Apple Designs, Inc.	Raleigh	WBE	Tampa
Apple Sign & Awning, LLC	LUTZ	SLBE	Tampa
Apple Sign & Awning, LLC Applied Sciences Consulting, Inc.	LUTZ Tampa	WBE SLBE	Tampa Tampa
Applied Sciences Constituting, Inc. Aprils BEAUTE Bar	Tampa	MBE	Tampa
Aprils BEAUTE Bar	Tampa	SLBE	Tampa
Apsis Construction LLC	Tampa	MBE	Tampa
Apsis Construction LLC	Tampa	SLBE	Tampa
Aqua Pro Irrigation & Outdoor Services, LLC	Oldsmar	SLBE MBE	Tampa
Aquarius Worldwide Enterprises LLC Aramart Services, Inc.	Tampa Tampa	MBE	Tampa Tampa
Aramart Services, Inc.	Tampa	SLBE	Tampa
Arazoza Brothers Corporation	Homestead	MBE	Tampa
Archaeological Consultants, Inc.	Sarasota	WBE	Tampa
Architectural Tile & Marble, Inc.	Tampa	MBE	Tampa
Arconial Architecture, LLC Arconial Architecture, LLC	Tampa Tampa	SLBE	Tampa Tampa
AREHNA Engineering, Inc.	Tampa	WBE	Tampa
Ariel Business Group, Inc. (The)	TAMPA	MBE	Tampa
Ariel Business Group, Inc. (The)	TAMPA	SLBE	Tampa
Arielle Management Group, LLC	Wesley Chapel	MBE	Tampa
Arielle Management Group, LLC ASK SOLUTIONS INC	Wesley Chapel SPRING HILL	SLBE SLBE	Tampa Tampa
ASK SOLUTIONS INC	SPRING HILL	WBE	Tampa
ASR Engineering Inc	Tampa	SLBE	Tampa
Aurora Civil Engineering, Inc.	Brandon	SLBE	Tampa
Austin Construction Group, Inc.	Tampa	SLBE	Tampa
Auto Xtras Inc - AXDigital Division	Tampa	SLBE WBE	Tampa
Auto Xtras Inc - AXDigital Division Award Engineering, Inc.	Tampa Tampa	MBE	Tampa Tampa
Award Engineering, Inc.	Tampa	SLBE	Tampa
Awnclean U.S.A., Inc.	Tampa	SLBE	Tampa
Awnclean U.S.A., Inc.	Tampa	WBE	Tampa
B & E Signal and Lighting, Inc.	SARASTOA Phoenix	MBE	Tampa
B2Gnow Test 6 B2Gnow Test Vendor 127	Phoenix Phoenix	WBE MBE	Tampa Tampa
B2Gnow Test Vendor 127 Baker Barrios Architects, Inc.	Tampa	MBE	Tampa Tampa
BAL Engineering Inc	LUTZ	SLBE	Tampa
Bala Consulting Services	LUTZ	MBE	Tampa
Bala Consulting Services	LUTZ	SLBE	Tampa
BARBARA CLARK AND COMPANY PA BARBARA CLARK AND COMPANY PA	St. Petersburg	MBE SLBE	Tampa
BARBARA CLARK AND COMPANY PA Barnes, Ferland and Associates, Inc	St. Petersburg Orlando	SLBE MBE	Tampa Tampa
Baron's Landscaping Services, Inc.	Tampa	MBE	Tampa
Baron's Landscaping Services, Inc.	Tampa	SLBE	Tampa
Baslee Engineering Solutions (BES), Inc	Temple Terrace	MBE	Tampa
Baslee Engineering Solutions (BES), Inc	Temple Terrace	SLBE	Tampa
Bay Area Security Shred, Inc	Palm Harbor Palm Harbor	SLBE WBE	Tampa
Bay Area Security Shred, Inc BAY LIGHT, LLC	Palm Harbor Tampa	MBE	Tampa Tampa
BAY LIGHT, LLC	Tampa	SLBE	Tampa
BBE - Boggs Engineering LLC	Plant City	SLBE	Tampa
Be A Life Saver, LLC	Temple Terrace	WBE	Tampa
Be Lead Grow, LLC	West Palm Beach	MBE SLBE	Tampa
Bearing Point Construction, Inc. Beato Group, Inc.	Bradenton Tampa	SLBE MBE	Tampa Tampa
Beato Group, Inc. Beato Group, Inc.	Tampa	SLBE	Tampa
Belt Engineering, LLC	Tampa	SLBE	Tampa
Benefits Outsource, Inc.	Davie	MBE	Tampa
Benito Alvarez Gonzalez and Viana Puig Fernandez	Tampa	MBE	Tampa
Benro Enterprises, Inc Berul Project Engineering	Tampa Tampa	MBE SLBE	Tampa Tampa
Beryl Project Engineering		SLBE	Tampa Tampa
BEST Employment SoluTions, LLC			
BEST Employment SoluTions, LLC Best Made Enterprises, Inc.	Tampa Tampa	MBE	Tampa

Bilingual Magazine, LLC	Brandon	MBE
Biller Reinhart Engineering Group, Inc.	Tampa	SLBE
Birkitt Environmental Services Inc Birkitt Environmental Services Inc	Safety Harbor Safety Harbor	SLBE WBE
Black Dog Inc	Tampa	SLBE
Black Dog Inc	Tampa	WBE
BLACKTIP SERVICES INC	CELEBRATION	WBE
BMG Conveyor Services of Florida, Inc, DBA Davis Industrial	Tampa	WBE
BONASD CREDIT CONSULTANTS, LLC	TAMPA TAMPA	SLBE WBE
BONA5D CREDIT CONSULTANTS, LLC Booth Design Group, Inc.	St. Petersburg	SLBE
Breaking Ground Contracting Company	Jacksonville	WBE
Breit Turf Management, LLC	Tampa	SLBE
BRIDGEWAY TECHNOLOGIES LLC BRIDGEWAY TECHNOLOGIES LLC	LAND O LAKES LAND O LAKES	MBE SLBE
Brightwater Solutions LLC	St. Petersburg	WBE
BRINDLEY PIETERS & ASSOCIATES, INC.	Maitland	MBE
Brite Ideas Electric, LLC	Tampa	MBE
Brite Ideas Electric, LLC Broadway Engineering PA	Tampa TAMPA	SLBE
Broadway Engineering PA	TAMPA	WBE
Brown & Brown Electric, Inc.	Pompano Beach	MBE
BSC Solutions Group Inc	Tampa Tampa	MBE SLBE
BSC Solutions Group Inc BUN Construction Co., Inc.	Tampa	MBE
BUN Construction Co., Inc.	Tampa	SLBE
BURDEK LLC	CLEARWATER	WBE
Bussey Construction Services, Inc.	Wesley Chapel	WBE
Busto Plumbing Services, Inc Busto Plumbing Services, Inc	TAMPA TAMPA	MBE SLBE
C SOLUTIONS INC	Winter Park	MBE
C&C Painting Contractors Inc.	Tampa	MBE
C&C Painting Contractors Inc.	Tampa	SLBE SLBE
C. B. Goldsmith & Associates, Inc. C. S. West & Associates, PA	Clearwater Tampa	SLBE
C. S. West & Associates, PA	Tampa	SLBE
C.N.A TECHNICAL CENTER, LLC	ТАМРА	MBE
C.N.A TECHNICAL CENTER, LLC	TAMPA	SLBE
Caldeco Mechanical Services Inc. Calico Cat Custom Apparel	Tampa Tampa	MBE SLBE
Calico Cat Custom Apparel	Tampa	WBE
CALTRAN Engineering Group, Inc.	Miami	MBE
Campo Engineering, Inc.	Tampa	SLBE
Campo Engineering, Inc. Cannida Group LLC	Tampa Saint Detershurg	WBE
Capital Consulting Solutions, LLC	Saint Petersburg Naples	MBE
Capitol Carpet Care, Inc.	Tampa	MBE
Capitol Carpet Care, Inc.	Tampa	SLBE
Capitol Carpet Maintenance LLC	Tampa	MBE
Capitol Carpet Maintenance LLC Cardinal Landscaping Services of Tampa, Inc.	Tampa Tampa	SLBE
CARJA CONSTRUCTION, INC	lutz	SLBE
CARJA CONSTRUCTION, INC	lutz	WBE
Carl Hankins, Inc.	Tampa	WBE
Carmichael Grafix, llc Carmichael Grafix, llc	Brandon Brandon	MBE SLBE
Carolyn Binder CPA, LLC	Orlando	WBE
CARTER'S CARPET & UPHOLSTERY, INC.	Gibsonton	MBE
CARTER'S CARPET & UPHOLSTERY, INC.	Gibsonton	SLBE
Castco Construction, Inc. Castco Construction, Inc.	LARGO LARGO	MBE SLBE
Catalano Engineering, Inc.	Tampa	SLBE
Catering by Kathy	Land O Lakes	SLBE
Catering by Kathy	Land O Lakes	WBE
CEM CONSULTANTS INC CEM CONSULTANTS INC	Tampa Tampa	SLBE WBE
Central Florida Contractors Inc	Largo	MBE
Certified Translations LLC	Winter Garden	WBE
CES Consultants, Inc.	MIAMI LAKES	MBE
Chameleon Custom Solutions Corp	ΤΑΜΡΑ ΤΔΜΡΔ	MBE SLBE
Chameleon Custom Solutions Corp Champion Controls Inc	Fort Lauderdale	SLBE
ChappellRoberts, Inc.	Tampa	WBE
Cherokee Enterprises, Inc.	Medley	MBE
Chinchi's Janitorial Services Inc.	Tampa	MBE
Chinchi's Janitorial Services Inc. Christian Cleaning Service of Tampa Bay LLC	Tampa Palm Harbor	SLBE WBE
Ciccarello & Son, Inc.	Tampa	SLBE
Ciccarello & Son, Inc.	Tampa	WBE
City Wide Paving, LLC	Tampa	MBE
City Wide Paving, LLC CL Reynolds, Incorporated	Tampa Tampa	SLBE MBE
CL Reynolds, Incorporated	Tampa	SLBE
Cladding Systems Inc	Tampa	WBE
Claims Adjuster Team	Valrico	MBE
Claims Adjuster Team Classy ChicsEvent Planning & Catering	Valrico Brandon	SLBE MBE
Classy ChicsEvent Planning & Catering	Brandon	SLBE
CMS Crawford Maintenance Services LLC.	Largo	MBE
CMS Crawford Maintenance Services LLC.	Largo	SLBE
Coda Sound Inc Coda Sound Inc	Tampa Tampa	MBE SLBE
COLORS PAINTING CONTRACTORS LLC	TAMPA	MBE
COLORS PAINTING CONTRACTORS LLC	TAMPA	SLBE
Commercial Interiors, Inc.	St. Petersburg	WBE
Communication Support Network, Inc	St. Petersburg TAMPA	SLBE
Competency & Performance Solutions LLC Competency & Performance Solutions LLC	TAMPA	SLBE
	Lakeland	WBE
		SLBE
Computer Parts & Services, Inc.	Tampa	
Computer Parts & Services, Inc. Computer Parts of America dba COPA Data Supplies	Tampa Tampa	SLBE
Computer Parts & Services, Inc. Computer Parts of America dba COPA Data Supplies Computer Professional Staffing, Inc	Tampa Tampa Palm Bay	WBE
Computer Parts & Services, Inc. Computer Parts of America dba COPA Data Supplies Computer Professional Staffing, Inc Construction & Engineering Services Consultants Inc	Tampa Tampa	
Computer Parts & Services, Inc. Computer Parts of America dba COPA Data Supplies Computer Professional Staffing, Inc Construction & Engineering Services Consultants Inc Construction Supply of Southwest Florida, Inc.	Tampa Tampa Palm Bay Jacksonville	WBE MBE
Computer Parts & Services, Inc. Computer Parts of America dba COPA Data Supplies Computer Professional Staffing. Inc Construction & Engineering Services Consultants Inc Construction Supply of Southwest Florida, Inc. Consulting Engineering Associates, Inc. Contract Furniture, Inc.	Tampa Tampa Palm Bay Jacksonville SARASOTA Tampa Tampa	WBE MBE WBE SLBE WBE
Computer Parts & Services, Inc. Computer Parts of America dba COPA Data Supplies Computer Professional Staffing, Inc Construction & Engineering Services Consultants Inc Construction Supply of Southwest Florida, Inc. Construiting Engineering Associates, Inc. Contract Furniture, Inc. Conversa LLC	Tampa Tampa Palm Bay Jacksonville SARASOTA Tampa Tampa Tampa	WBE MBE SLBE WBE MBE
Computer Parts & Services, Inc. Computer Parts of America dba COPA Data Supplies Computer Professional Staffing, Inc Construction & Engineering Services Consultants Inc Construction Supply of Southwest Florida, Inc. Consulting Engineering Associates, Inc. Contract Furniture, Inc. Conversa LLC Conversa LLC	Tampa Tampa Palm Bay Jacksonville SARASOTA Tampa Tampa Tampa Tampa	WBE MBE SLBE WBE MBE SLBE
Computer Parts & Services, Inc. Computer Parts of America dba COPA Data Supplies Computer Parts of America dba COPA Data Supplies Construction & Engineering Services Consultants Inc Construction Supply of Southwest Florida, Inc. Construction Supply of Southwest Florida, Inc. Contract Furniture, Inc. Conversa LLC Conversa LLC CORKEL corp	Tampa Tampa Palm Bay Jacksonville SARASOTA Tampa Tampa Tampa	WBE MBE SLBE WBE MBE
Computer Merchandise Corporation Computer Parts & Services, Inc. Computer Parts & Services, Inc. Construction & Engineering Services Consultants Inc Construction & Engineering Parvices Consultants Inc Construction & Supply of Southwest Florida, Inc. Consulting Engineering Associates, Inc. Conversa LLC Conversa LLC CORVECL corp Cordova Transport Inc Cordova Transport Inc	Tampa Tampa Palm Bay Jacksonville SARASOTA Tampa Tampa Tampa Miami Tampa Tampa Tampa	WBE MBE VVBE SLBE WBE SLBE MBE MBE SLBE
Computer Parts & Services, Inc. Computer Parts of America dba COPA Data Supplies Computer Professional Staffing, Inc Construction & Engineering Services Consultants Inc Construction Supply of Southwest Florida, Inc. Consulting Engineering Associates, Inc. Contract Furniture, Inc. Conversa LLC Conversa LLC CORCEL corp Cordova Transport Inc	Tampa Tampa Palm Bay Jacksonville SARASOTA Tampa Tampa Tampa Tampa Tampa Tampa	WBE MBE WBE SLBE WBE SLBE MBE MBE

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CPM North America PLLC CPR with JR Inc. Creative Hospitality Solutions LLC Creative Hospitality Solutions LLC Crevello Electric, Inc. Crossroads Engineering Inc Crossroads Engineering Inc CUBE CARE CO. Curb Man. Inc. Curry Cabinetry, Inc. Curry Cabinetry, Inc. Curry Cabinetry, Inc. Curtoom Companies Inc Cut-Ups Lawn Service Cut-Ups Lawn Service CWJ Universal Enterprises Inc D & A Building Services, Inc. D & J LAWN SERVICES OF LAKELAND LLC D & J LAWN SERVICES OF LAKELAND LLC D Group Consulting Services Inc. D Group Consulting Services Inc. D&M Construction Group, Inc. D-Mar General Contracting & Development, Inc. D. O. Communications, Inc. D.C. Johnson & Associates, Inc. Dark Moss LLC Dark Moss LLC David Conner & Associates, INC. Davids lawncare Davids lawncare DAWUD TRASH REMOVAL SERVICES Dean's Environmental Inc Dean's Environmental Inc Delgado Electric, Inc Denson Construction Inc. Dialogue Public Relations, LLC Dialogue Public Relations, LLC Dialogue Public Relations, LLC Diamant Development LLC Dirt on Demand, LLC Diverse Professional Solutions, LLC Diverse Professional Solutions, LLC Diversified Coatings & Finishes, Inc. DIVERSIFIED PRODUCTS SUPPLIER, INC Diversified Professional Service Corp Diversified Technology Consultants, Inc. Dix.Hite + Partners, Inc DJ Public Relations Inc DJ's Commercial Air, LLC Doctors Medical Clinics of Tampa LLC Document Advantage Corporation DOHRING GROUP INC DOHRING GROUP INC Domain Homes Inc. Door and Hardware Openings Inc. DRD Enterprises LLC DRD Enterprises LLC dro holdings inc dro holdings inc E.C. Building Solutions, Inc. E.M. Enterprises General Contractors, Inc. E/S Concrete Service, Inc. E/S Concrete Service, Inc. EAC Consulting, Inc. EAC Errands Unlimited, Inc EARTH RESOURCES INC EARTH RESOURCES INC Earthshine Environmental, Inc. Earthshine Environmental, Inc. Echanique & Sons Mechanical Co. ECHO UES, INC. ECO 2000 INC ecoPreserve, LLC Edgar Quintin, Inc. Education 1st. Consulting, Inc. Education 1st. Consulting, Inc. Ekistics Design Studio, Inc. Electric World Corp Electric World Corp Electrical Design Associates, Inc FLECTRICAL HANDYMAN SERVICES INC ELECTRICAL HANDYMAN SERVICES INC ELECTRICAL HANDYMAN SERVICES INC Element Engineering Group LLC Elite Industrial Painting, Inc. Ellis & Ellis Associates, Inc. Ellis & Ellis Associates, Inc. Ellis & Ellis Associates, Inc. EM PHILLIPS CONSTRUCTION EM PHILLIPS CONSTRUCTION ENCORE BROADCAST EQUIPMENT SALES, INC. Energy Services and Products Corp Energy Systems, Inc. Energy Systems, Inc. Engineering Design Technologies Corp. Environmental Engineering Consultants, Inc. Envision-CS, Inc EPIC Engineering & Consulting Group, LLC Ervin Bishop Construction, Inc. Erwin Electric. Inc ES Consulting Inc. ES Consulting, LLC ESI CONSULTING ENGINEERS, INC. ESRP CORPORATION ESRP CORPORATION EVE Catering EVE Catering Excel 4 LLc Excellent Supply, Inc. Exceptional Air & Heating LLC Exclusive Contractors, Inc. Exclusive Contractors, Inc. Exclusive contractors, inc. EyeDeal Business Solutions LLC EyeDeal Business Solutions LLC F.R. Aleman & Associates, Inc. Faller, Davis & Associates, Inc. Fast Lane Clothing Company Fast Lane Clothing Company

Tampa New Port Richey TAMPA ТАМРА Plant City LUTZ LUTZ MIAMI LAKES Auburndale Tampa Tampa Tampa Tampa Tampa Fort Lauderdale Longwood LAKELAND LAKELAND RIVERVIEW RIVERVIEW Clearwater Land O Lakes San Antonio Tampa Tampa Tampa Tampa Tampa Tampa Tampa Riverview Riverview Tampa LAKELAND Clearwate Clearwater Altamonte Springs Tampa Tampa Tampa Dade City Tampa DADE CITY Sarasota LONGWOOD TRINITY Lutz Tampa Clearwate TAMPA TAMPA Tampa Tampa Valrico Valrico Tampa Tampa Spring Hill Tampa St. Petersburg St. Petersburg Maitland Orlando Tampa Tampa . Tampa Tampa Tampa Spring Hill TAMPA BUSHNELL Orlando Orlando Tampa . Tampa Tampa tampa tampa ORLANDO Tampa Tampa TAMPA Tarpon Springs SAINT PETERSBURG SAINT PETERSBURG brandon brandon Tampa Tampa Lutz Lutz Tampa Tampa Tampa WINTER SPRNGS Land O'Lakes тамра Tampa Tampa Doral ТАМРА TAMPA tampa tampa Kissimmee St. Petersburg Wesley Chape Bartow Bartow Seffner Seffner Tampa TAMPA ТАМРА

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	Valrico Valrico	MBE SLBE	Ta
FastLink Technology Services, LLC Federico's Painting Corp	Tampa	MBE	Ta
Federico's Painting Corp	Tampa	SLBE	Ta
Felicia Thomas EMS Proficient Mobile Phlebotomy Service	Seffner	MBE	Ta
Felicia Thomas EMS Proficient Mobile Phlebotomy Service	Seffner	SLBE	Ta
Ferguson Land Surveyors, PLLC	Clearwater	SLBE	Ta
FERRILL CONSTRUCTION COMPANY LLC	Tampa	MBE	Ta
FERRILL CONSTRUCTION COMPANY LLC	Tampa	SLBE	Ta
FFC Enterprises, LLC	Orlando	WBE	Ta
First Choice Land Acquisition Group, LLC	Riverview	MBE	Ta
First Choice Land Acquisition Group, LLC	Riverview	SLBE	Ta
First Plumbing & Air Conditioning of FL, Inc.	Dover	MBE	Ta
First Plumbing & Air Conditioning of FL, Inc.	Dover	SLBE	Ta
Flave A. Williams III Dozer Service, Inc.	Spring Hill	WBE	Та
Fletcher Painting, Inc.	Orlando	MBE	Ta
Flood Pro of Florida LLC	Tampa	SLBE	Ta
Flood Pro of Florida LLC	Tampa	WBE	Ta
Floor Installation Service, Inc.	Tampa	SLBE	Ta
Flooring Worx, Inc.	Oldsmar	SLBE	Ta
	Oldsmar	WBE	
Flooring Worx, Inc.	TAMPA		Ta
Flores Construction CO		MBE	Ta
Flores Construction CO	TAMPA	SLBE	Ta
Florida Acquisition & Appraisal, Inc.	Tampa	SLBE	Ta
Florida Commercial Construction	Odessa	SLBE	Ta
Florida Commercial Construction	Odessa	WBE	Ta
Florida Contractors Video Service, Inc	Plant City	SLBE	Ta
Florida Contractors Video Service, Inc	Plant City	WBE	Ta
Florida Drawbridges,Inc	Pompano Beach	WBE	Ta
Florida GeoDynamics Inc	WESLEY CHAPEL	WBE	Ta
Florida Industrial Products, Inc.	Tampa	WBE	Ta
Florida medical labs, inc.	Tampa	MBE	Ta
Florida Natives Nursery, Inc.	PLANT CITY	SLBE	Ta
Florida Specialty Products, LLC	Oviedo	WBE	Ta
Florida Transportation Engineering, Inc.	Tampa	MBE	Ta
Ford & Associates, Inc.	Tampa	SLBE	Ta
FORRISTALL ENTERPRISES INC	Bradenton	WBE	Ta
FOUNDATION MECHANICAL LLC	Tampa	MBE	Ta
FOUNDATION MECHANICAL LLC	Tampa	SLBE	Ta
Francisco Semsch Architect, Inc.	TAMPA	MBE	Ta
Frederick Communications & Consulting LLC	Tampa	MBE	Ta
Frederick Communications & Consulting LLC	Tampa	SLBE	Ta
Fresh Start Development, Inc.	Tampa	MBE	Ta
Fresh Start Development, Inc.	Tampa	SLBE	Ta
G.R.A. Properties, LLC	Palm Harbor	MBE	Та
GAMBOA ENGINEERS LLC	Southwest Ranches	MBE	Та
GardenSmith	tampa	SLBE	Ta
GardenSmith	tampa	WBE	Ta
Garrett Engineering Group, Inc.	Saint Petersburg	MBE	Ti
Gaston's Culinary Services, Inc.	BRANDON	MBE	Ta
Gaston's Culinary Services, Inc.	BRANDON	SLBE	Ta
Gemilang Solutions, LLC	Kissimmee	MBE	T
Gemini Engineering & Sciences, Inc.	Jacksonville	MBE	T
General Facility Care LLC.	Tampa	MBE	T
General Facility Care LLC.	Tampa	SLBE	T
General Flooring Corporation	Tampa	SLBE	T
General Flooring Corporation	Tampa	WBE	T
Geologic & Environmental Testing Inc	Odessa	SLBE	т
GEORGE G SOLAR & CO., INC.	TAMPA	MBE	т
GEORGE G SOLAR & CO., INC.	TAMPA	SLBE	Т
Geotech Consultants International, Inc.	Longwood	MBE	Ti
German Gonzalez, LLC	Tampa	MBE	T
German Gonzalez, LLC	Tampa	SLBE	T
Geyen Group South Inc	TAMPA	SLBE	T
Geyen Group South Inc	TAMPA	WBE	T
Gladiator Pressure Cleaning	Tampa	SLBE	T
Global Document Services Inc.	Tampa	SLBE	T
Global Document Services Inc.	Tampa	WBE	Т
Global Sanchez, Inc.	Tampa	SLBE	Т
Gordon's Security Services LLC	Brandon	MBE	Т
Gordon's Security Services LLC	Brandon	SLBE	Т
Gourmet Coffee & Crepes Creations	Brandon		
	Brandon	MBE	
	Brandon St. Detersburg	SLBE	Ta
Gourmet Coffee & Crepes Creations GOVBROS	St. Petersburg	SLBE MBE	Ta Ta
GOVBROS GOVBROS	St. Petersburg St. Petersburg	SLBE MBE SLBE	Ti Ti Ti
GOVBROS GOVBROS GovDirect, Inc.	St. Petersburg St. Petersburg Clearwater	SLBE MBE SLBE WBE	T; T; T; T;
GOVBROS GOVBROS GovDirect, Inc. GRACE Pest Control & Cleaning	St. Petersburg St. Petersburg	SLBE MBE SLBE WBE WBE	T; T; T; T;
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GOVBROS GOVBROS GOVDirect, Inc. GRACE Pest Control & Cleaning Graphic Innovations Grass & Landscaping Hunters LLC	St. Petersburg St. Petersburg Clearwater LAKELAND Lutz Brandon	SLBE MBE SLBE WBE WBE SLBE MBE	ד; ד; ד; ד; ד; ד;
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GOVBROS GOVBROS GOVDirect, Inc. GRACE Pest Control & Cleaning Graphic Innovations Grass & Landscaping Hunters LLC Grass & Landscaping Hunters LLC GREEN EXPECTATIONS LANDSCAPING LLC	St. Petersburg St. Petersburg Clearwater LAKELAND Lutz Brandon Brandon	SLBE MBE SLBE WBE SLBE MBE SLBE	T T T T T T T T T
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GOVBROS GOVBROS GOVDirect, Inc. GRACE Pest Control & Cleaning Grass & Landscaping Hunters LLC Grass & Landscaping Hunters LLC Grass & Landscaping Hunters LLC GREEN EXPECTATIONS LANDSCAPING LLC GREEN EXPECTATIONS LANDSCAPING LLC Green Seeds Inc	St. Petersburg St. Petersburg Clearwater LAKELAND Lutz Brandon Brandon Zephyrhills Zephyrhills tampa tampa	SLBE MBE SLBE WBE SLBE SLBE SLBE MBE SLBE SLBE	T T T T T T T T T T T T
GOVEROS GOVEROS GovDirect, Inc. GRACE Pest Control & Cleaning Graphic Innovations Grass & Landscaping Hunters LLC Grass & Landscaping Hunters LLC GREEN EXPECTATIONS LANDSCAPING LLC GREEN EXPECTATIONS LANDSCAPING LLC Green Seeds Inc Green Seeds Inc Greenturd Services, Inc.	St. Petersburg St. Petersburg Clearwater LAKELAND Lutz Brandon Zephyrhills Zephyrhills tampa tampa Tampa	SLBE MBE SLBE WBE SLBE MBE SLBE MBE SLBE MBE SLBE MBE	T T T T T T T T T T T T
GOVBROS GOVBROS GOVDirect, Inc. GRACE Pest Control & Cleaning Graphic Innovations Grass & Landscaping Hunters LLC Grass & Landscaping Hunters LLC GREEN EXPECTATIONS LANDSCAPING LLC GREEN EXPECTATIONS LANDSCAPING LLC Green Seeds Inc Green Seeds Inc Green Seeds Inc Green Seeds Inc	St. Petersburg St. Petersburg Clearwater LAKELAND Lutz Brandon Brandon Zephyrhills Zephyrhills tampa tampa Tampa Saint Petersburg	SLBE MBE SLBE WBE SLBE MBE SLBE MBE SLBE MBE SLBE MBE SLBE	T T T T T T T T T T T
GOVEROS GOVEROS GOVDIrect, Inc. GRACE Pest Control & Cleaning Grapsk Innovations Grass & Landscaping Hunters LLC Grass & Landscaping Hunters LLC GREEN EXPECTATIONS LANDSCAPING LLC GREEN EXPECTATIONS LANDSCAPING LLC Green Seeds Inc Green Seeds Inc Green Seeds Inc. Grienet Engineering, Inc. Grissom Smith, LLC	St. Petersburg St. Petersburg Clearwater LAKELAND Lutz Brandon Zephyrhills Zephyrhills tampa tampa Tampa Saint Petersburg Tampa	SLBE MBE SLBE WBE SLBE SLBE SLBE MBE SLBE MBE SLBE SLBE SLBE SLBE SLBE	T T T T T T T T T T T T T
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Jansay Trucking, LLC Jansay Trucking, LLC
Jason's Hauling, Inc.
JCA Surety Group, LLC JDP Electric, Inc.
JEB Management, Inc.
Jerel McCants Architecture, Inc. Jerel McCants Architecture, Inc.
JML Advertising, Inc. JNandlal Maintenance Services of Brandon, LLC
Joans Catering Inc.
Joans Catering Inc. John B. Webb & Associates, Inc.
John Varrati, LLC
Johnson's Excavation & Services, Inc. JRM Science Enterprises, Inc.
JTCM Inc
Judith Noriega, Inc.
Julina Management Services, LLC JUST BUILD IT, LLC
JUST BUILD IT, LLC
Just Koolin Air Conditioning and Heating, Inc. Just Koolin Air Conditioning and Heating, Inc.
Juturna Consulting JVA Construction, Inc.
JVA Construction, Inc.
JVA Plumbing, Inc. JVA Plumbing, Inc.
Kaizen Network Leaders, LLC
Kaizen Network Leaders, LLC KAT Construction & Materials INC.
KAT Materials Inc.
Kate Ryan Linens
Kate Ryan Linens
KB ENVIRONMENTAL SCIENCES, INC.
KBA Engineering,Inc. KDM-7 Corporation
KDM-7 Corporation
KEC Construction Consulting, LLC KEC Construction Consulting, LLC
Kenstruction Dynamics, Inc. Kenstruction Dynamics, Inc.
Kerrick Williams Photography, LLC
Kerrick Williams Photography, LLC Kessler Consulting, Inc.
Key Engineering Associates, Inc
Keys All Area Roofing, Inc. Keystone Civil, Inc
Kimszal Contracting Inc. Kings Services Solutions, LLC
Kisinger Campo & Assoc., Corp./KCCS, Inc
KJS CONSULTING, LLC

Riverview RIVERVIEW Tampa Tampa New York Bradenton Bradenton Tampa Tampa LUTZ LUTZ Bradenton LAKELAND Orlando Tampa Tampa TAMPA Tampa Lutz THONOTOSASSA THONOTOSASSA RUSKIN RUSKIN RUSKIN Riverview Riverview CLEARWATER Orlando Avon Clearwater Brandon Brandon Tampa Lutz Lutz parrish parrish Tampa Orange City TAMPA TAMPA TAMPA Tampa Tampa Hialeah Inverness PINELLAS PARK PINELLAS PARK TAMPA TAMPA St. Petersburg St. Petersburg St. Petersbur Plant City Plant City TAMPA Winter Park Tampa Tampa Tampa TAMPA TAMPA Longwood Sefner Tampa Tampa Winter Park Tampa Plant City St. Petersburg Tampa Tampa ТАМРА Clearwate Tampa . Tampa Clearwater Port Richey Tampa Tampa St. Petersburg Lutz Tampa Tampa Tampa Tampa Tampa Brandon Brandon Seffner Seffner Tampa Palm Harbor Tampa Wesley Chapel Land O' Lakes Orlando Tampa Tampa

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KJS CONSULTING, LLC	Tampa
KMG Fence, LLC	APOPKA
KPI Engineering, Inc.	Tampa
KVIINC	Tampa Tampa
L & L Worldwide, LLC	Lake City
L & S Diversified, LLC	Maitland
L&L Group Services, LLC L.A. Design, P.A.	Lakeland TAMPA
L.A. Design, P.A.	ТАМРА
Laegali And Associates, Inc.	Tampa
Laeqali And Associates, Inc. Lago Consulting & Services	Tampa Tampa
Lago Consulting & Services	Tampa
Land & Water Engineering Science, Inc.	St Petersburg
Land Assessment Services, Inc.	Tampa
Land Precision Corporation	CLEARWATER
Land Precision Corporation Landscape Maintenance Professionals, Inc.	CLEARWATER Seffner
Lane Engineering, Inc.	PLANT CITY
Lane Engineering, Inc.	PLANT CITY
Larson Plumbing, Inc. Launch Product Marketing	Tampa Tampa
Launch Product Marketing	Tampa
LAURA LLERENA AND ASSOCIATES Laura Umfer, Psy.D, LLC	Miami Lutz
Laura Umfer, Psy.D, LLC	Lutz
Law & Law Holdings, Inc	St. Petersburg
Leftcoast Surveyors, Inc. LenMar Project Solutions LLC	St. Petersburg Tampa
LenMar Project Solutions LLC	Tampa
Leslie Saunders Insurance Agency, Inc	Lutz Lutz
Leslie Saunders Insurance Agency, Inc LFC Specialties, LLC	Tampa
LFC Specialties, LLC	Tampa
LIBERTY HAULING INC Liberty Rebar Inc.	POLK CITY Polk City
Liberty Rebar Inc. Licencia Para Divertirse	TAMPA
Licencia Para Divertirse	TAMPA
Lighthouse Engineering, Inc. Liquid Solutions Group, LLC	Safety Harbor Geneva
Liquid Solutions Group, LLC Livy O's Catering Company	Geneva Brandon
Livy O's Catering Company	Brandon
Llona Plumbing, Inc. Llona Plumbing, Inc.	Tampa Tampa
LM Banyan, LLC dba Banyan Structures, LLC	Lutz
LM Banyan, LLC dba Banyan Structures, LLC	Lutz
LMCC Specialty Contractors LMR Construction, Inc.	ORLANDO Frostoroof
LOGISTIC AND TRANSPORTATION LA ROCA LLC	TAMPA
LOGISTIC AND TRANSPORTATION LA ROCA LLC	TAMPA
Loyal Waterproofing Construction, Inc. LP Video Productions, Inc.	Hernando Orlando
LTM Construction PLLC	Tampa
Lyle Engineering Group, Inc. LYNDAN INC	Tampa TAMPA
M&G Investors, LLc	Land O Lakes
M.P.G. & Company, Inc.	LARGO
MACLAU CLEANING LLC MACLAU CLEANING LLC	TAMPA TAMPA
MacSurvey, Inc.	Clearwater
MADRID ENGINEERING GROUP INC	BARTOW
Main Mechanical Service, Inc. Mainzer Management Inc.	Hudson Tampa
Manatee Electric, Inc.	Lithia
Manci Graphics Corp	Tampa Tampa
Manci Graphics Corp MANZI METALS INC	BROOKSVILLE
Mar Supply Co.	Bradenton
Mar Supply Co. Mark Master, Inc	Bradenton Tampa
Marks Air, Inc.	ТАМРА
Marks Air, Inc.	TAMPA
Marley Nonami Incorporation Marley Nonami Incorporation	Dunedin Dunedin
Marlin Engineering, Inc.	Plantation
Martin Lithograph, Inc.	Tampa
Martinez and Company, Inc. Martinez and Company, Inc.	Tampa Tampa
Mason Global LLC	Tampa
Mason Global LLC MASONRY & CONSTRUCTION SERVICES, INC	Tampa Tampa
MASONRY & CONSTRUCTION SERVICES, INC	Tampa
Master Consulting Engineers, Inc.	Tampa
Master Consulting Engineers, Inc. masters architectural group 4, inc.	Tampa Tampa
masters architectural group 4, inc.	Tampa
Matcon Construction Services, Inc. Maverick Constructors, LLC	Tampa Lutz
Mattle Construction IIc	safety harbor
MBattle Construction IIc	safety harbor
MBE Supply of Florida, Inc. MBE Supply of Florida, Inc.	Tampa Tampa
MC SQUARED, INC.	Tampa
McCall Communications Consulting	Tampa
McEnany Contracting, Inc. McKenzie Contracting LLC	Tampa Tampa
McKenzie Contracting LLC	Tampa
McKenzie's Cleaning, Inc	MIRAMAR Tampa
McKiernan Consulting Services LLC McKiernan Consulting Services LLC	Tampa Tampa
McLain & McLain Enterprises	Tampa
MCO Construction & Services, Inc. MCS of Tampa, Inc.	MIAMI Tampa
MDH Enterprises, Inc.	Orange City
MDH Enterprises, Inc. ME Jackson Group Inc.	Orange City Haines City
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MDH Enterprises, Inc. ME Jackson Group Inc. mekkafitd.j.inc. Mend It Asphalt & Concrete Services, Inc. Mend It Asphalt & Concrete Services, Inc. Mereidh Insulation Inc. Merilan Heating & Air Conditioning Merilan Heating & Air Conditioning	Orange City Haines City Tampa Tampa Gulfport Gulfport Gulfport Tampa clearwater clearwater
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MDH Enterprises, Inc. ME Jackson Group Inc. mekkafitd.j.inc. Mend It Asphalt & Concrete Services, Inc. Mend It Asphalt & Concrete Services, Inc. Mereidh Insulation Inc. Merilan Heating & Air Conditioning Merilan Heating & Air Conditioning	Orange City Haines City Tampa Gulfport Gulfport Tampa clearwater clearwater Longwood

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MERYMAN ENVIRONMENTAL INC MESKEL AND ASSOCIATES ENGINEERING PLLC MESKEL AND ASSOCIATES ENGINEERING PLLC Metal Design & Engineering, Inc Metzger + Willard, Inc. Metzger + Willard, Inc. MGN Promotions, Inc. MGN Promotions, Inc. Michele & Group, Inc Michelle Faedo's Tampeño Cuisine Michelle Faedo's Tampeño Cuisine Michelle Rhodes Media LLC MIDGET INDUSTRIAL CLEANING SERVICES LLC Mijan Construction, LLC Mijan Construction, LLC Milena International, Inc Milena International, Inc. Mill N Clean LLC Mill-Rite Woodworking Company, Inc. Millentium Commercial Cleaning Services, Inc. Millennium Commercial Cleaning Services, Inc. Millennium Consulting LLC Mills & Associates, Inc. Mills & Associates, Inc. Modern Cleaning Solutions, LLC Modern Cleaning Solutions, LLC Mom & Daughter's Team LLC Mom & Daughter's Team LLC MONDRAGON PAVING, LLC Monk Walter Anthony Morelli Landscaping, Inc Moreno Industrial Services, Inc Moreio Industrial Services, Inc. Moris Cabezas Consulting, LLC Morris Allen & Associates, Inc. Moses & Wourman Maintenance Inc. Moses & Wourman Maintenance Inc. MOTPLANS.COM MPH Civil Consultants, Inc. MSE Group, LLC MSR Consulting Group LLC MSR Consulting Group LLC MV7, Inc. MV7, Inc. Nelson's Tree Farm and Nursery, Inc. Nelson's Tree Farm and Nursery, Inc. New Age Reprographics, LLC New Age Reprographics, LLC NFC Landscape Architects, Inc. Nichols Landscape Architecture Inc Nichols Landscape Architecture Inc. Nichols Landscape Architecture Inc. Nika Corporate Housing, LLC Northern Technologies Group, Inc Northgate Limited, Inc. Northwest Surveying, Inc. Northwest Surveying, Inc. NovelEsolutions, Inc. NovelEsolutions, Inc. NovoaGlobal, Inc. NueLeaf Certified Public Accountants, Inc NueLeaf Certified Public Accountants, Inc NuJak Development, Inc. O'Hara Communications O'Hara Communications Obi Global, LLC Obi Global, LLC Ocean Flooring, Inc Ocean Flooring, Inc Odessa Trucking Inc Odessa Trucking Inc Odessa Trucking Inc OHC Environmental Engineering, Inc. OM Engineering Services, Inc. Omni Communications LLC Onyx Cleaning Services, LLC Onyx Cleaning Services, LLC Optional Solutions, LLC Optional Solutions, LLC Ortzak Construction Group, LLC Ortzak Construction Group, LLC Oscar Sanchez Oscar Sanchez Otero Engineering, Inc. Otero Engineering, Inc. Outdoor America Images, Inc P & L Cleaning Service P & L Cleaning Service P & L Cleaning Service P Jackson Enterprises, Inc P&H STUCCO & CONSTRUCTION INC P&H STUCCO & CONSTRUCTION INC P.A. Wallace & Associates Inc Page One Consultants, Inc. PAR Development Partners, Inc PAR Development Partners, Inc Paragon Building Contractors, Inc. Paragon Building Contractors, Inc. paragon Building Contractors, Inc. paramount trim Parking Lot Striping Service Inc. Parking Lot Striping Service Inc. PATEL GREENE AND ASSOCIATES PILLC PATRICK A. SULLIVAN, ARCHITECT, LLC Patti's Construction Services, Inc. Patti's Construction Services, Inc. Paul J. Sierra Construction. Inc. Paynes Environmental Services, LLC Paynes Environmental Services, LLC Pelz Environmental Services, Inc Pelz Environmental Services, Inc Penny Saver Weekly News, Inc. Penny Saver Weekly News, Inc. Penny Saver Weekly News, Inc. Pepe & Associates Inc Pepe & Associates Inc Perez of Florida, Inc. Personnel Solutions Plus Phinazee Construction and Consulting Services, Inc. Phinazee Construction and Consulting Services, Inc. Phoenix Engineering Group, Inc. Piece by Piece LLC

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Piece by Piece LLC Pine Lake Nursery & Landscape, Inc. Pita Hut Enterprises,LLC Placemaker Design Studio, LLC PMA Consultants, L.L.C. Poehlers Elevator Inc Point Interbay LLC Point Interbay LLC Poseidon Dredge & Marine, Inc. PowerLogics, Inc. Preferred R.E.S. Inc Preferred R.E.S. Inc Premeire Marketing Group, Inc. Premeire Marketing Group, Inc. Premier Fire Sprinklers, Inc. Premier Fire Sprinklers, Inc. PREMIER SALES & MARKETING LLC PREMIER SALES & MARKETING LLC Price's Writing & Editing Services Price's Writing & Editing Services Printers Plus LLC Printers Plus LLC Pritchett Steinbeck Group, Inc. Pro Construct Services LLC Pro Construct Services LLC Pro-Fit Development, Inc. Pro-Fit Development, Inc. Process Control & Instrumentation LLC (PCI) Professional Concrete, Inc. PROGRESSIVE ENGINEERING & CONSTRUCTION, INC. Proinpe corp Promise Construction and Repair Solutions LLC Promise Construction and Repair Solutions LLC Provisions Construction and Repair Solutions LLC Provisions Construction & Development, Inc. Public Sector Performance Associates LLC Public Sector Performance Associates LLC Q&N Technologies Q&N Technologies QualCore Consulting, LLC QualCore Consulting, LLC Quality Building Controls, Inc Quantum Drone Solutions Quantum Drone Solutions Quest Corporation Of America, Inc Quest Ecology Inc. Quest Ecology Inc. Quest Ecology Inc. Quick Construction Solutions, LLC Quick Construction Solutions, LLC R L Building Contractors Inc R L Building Contractors Inc R L Burns, Inc. R W Tymewell Inc. R W Tymewell Inc. R.J. Advertising, Inc. R.J. Advertising, Inc. R2J Chemical Services Inc. RDI Structural Engineering Inc. REA Remedial Solutions, L.C. REA Remedial Solutions, L.C. Reeves Building and Plumbing Contractor, Inc. Reeves Building and Plumbing Contractor, Inc. Reeggies Affordable Heating & Cooling, LLC Reliability Consulting Services, Inc. Rello Search Partners LLC RELY-ON TRANSPORT LLC Renker Eich Parks Architects Inc. Rex Farlow Construction, Inc. RHC and Associates Inc RHC and Associates Inc RHC and Associates Inc RICH & COMPANY FLORIDA, LLC RICH & COMPANY FLORIDA, LLC Rick's Electrical, Inc. Rick's Electrical, Inc. Rick's Electrical, Inc. Rivero, Gordimer & Company, P.A. ROB MICHAEL INC RODRIGUEZ SOD RANCH INC RODRIGUEZ SOD RANCH INC Rogers Concrete Services LLC Rogers Concrete Services LLC Rolley Engineering, Inc. Rowe Architects, Incorporated RSC DISTRIBUTORS, LLC RSC DISTRIBUTORS, LLC S & S Commercial Cleaning, Inc. S & S Commercial Cleaning, Inc S and C Janitorial, Inc. S and C Janitorial, Inc. S&B Technologies inc. S2S DIGITAL INC Sabrina's Trucking, LLC Sabrina's Trucking, LLC SAFETY ZONE SPECIALIST INC Sally Dee, LLC Sally Dee, LLC Sany Dee, LLC Sandra Leppert & Associates, Inc. Sandra Leppert & Associates, Inc. Sani-Chem Janitorial Supplies, Inc. Santana Pressure Cleaning Services Inc Santana Pressure Cleaning Services Inc Santana Pressure Cleaning Services Inc SAT Industrial Supplies & Solutions LLC SAT Industrial Supplies & Solutions LLC Scrap On Spot, LLC Scrap On Spot, LLC Scrubin Uniforms, Inc. SDI International Corp. SDTR Consulting LLC Secure2ware Inc. Security Lock Systems of Tampa. Inc Security Lock Systems of Tampa, Inc. Sellus Equipment, LLC SGM Engineering, Inc SHARP MARKETING LLC Shepard Contractors Inc Shine Photo Entertainmen Shine Photo Entertainment Shooting Stars Post, Inc. Sign Solutions of Tampa Bay, Inc.

Clearwater Lutz Orlando Clearwater Orlando Ocala Tampa Tampa Lantana Tampa Temple Terrace Temple Terrace Tampa Tampa Tampa Tampa Tampa Wesley Chapel Wesley Chapel Tampa Tampa Saint Petersburg Saint Petersburg Tampa TAMPA, FL TAMPA, FL Tampa Tampa West Palm Sarasota TAMPA Newberry ТАМРА TAMPA Orlando Tampa . Tampa Tampa Tampa Tampa Tampa Tampa Tampa Tampa Tampa LAND O LAKES Wimauma Wimauma Tampa Tampa . Tampa Tampa Orlando Tampa Tampa Tampa Pinellas Park St. Petersburg VALRICO VALRICO TAMPA TAMPA Tampa Apollo Beach Tampa SPRING HILL St. Petersburg Dover Tampa Tampa Tampa Wimauma Wimauma Tampa Tampa Tampa Tampa TAMPA Tampa Tampa WINTER HAVEN Tampa . Tampa Tampa Tampa Tampa Tampa Tampa Tampa Tampa Plantation TAMPA seffner seffner LAKELAND Tampa . Tampa Tampa Tampa Tampa Clearwa Tampa . Tampa Lutz Lutz tampa tampa Tampa Fort Lauderdale Lake Mary Valrico TAMPA TAMPA Lutz Orlando FORT LAUDERDALE Tampa Riverview Riverview Tampa Tampa

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Sign-Age of Tampa Bay, Inc. Sign-Age of Tampa Bay, Inc.	Clearwater Clearwater	
Simply Celette's Accessories and Salon LLC Simply Celette's Accessories and Salon LLC	Seffner Seffner	
Sis-tra, LLC	Orlando	
Skynet Integrations LLC	Tampa	
Small Street Construction Company, Inc. Small Street Construction Company, Inc.	lutz	
SOAR Co-Working Inc.	Tampa	
SOAR Co-Working Inc.	Tampa Tampa	
Sol Davis Printing Inc Sol Davis Printing Inc	Tampa	
SOL Design Studio LLC	Tampa	
SOL Design Studio LLC	Tampa	
Solution Services Tampa, Inc. Solution Services Tampa, Inc.	Tampa Tampa	
Southeast Contracting Group, LLC	LAKELAND	
Spaulding Decon, LLC	Tampa	
Spaulding Decon, LLC Spectra Engineering & Research, Inc.	Tampa Maitland	
Spotless Cleaning 7 LLC	Tampa	
Spotless Cleaning 7 LLC Spunky Spirits	Tampa Lutz	
Spunky Spirits	Lutz	
Square 10 Source, LLC	Tampa	
ST PETERSBURG FIRE PROTECTION LLC ST PETERSBURG FIRE PROTECTION LLC	Largo Largo	
Stephanie Ferrell, FAIA	Tampa	
Stephanie Ferrell, FAIA	Tampa	
Stokes Creative Group, Inc. STOLZE DOOR COMPANY	Orlando Clearwater	
STOLZE DOOR COMPANY Strategist Project Support Services, LLC	Clearwater St Petersburg	
Strategist Project Support Services, LLC	St Petersburg	
Structures Group, Inc. (The)	Tampa Ruskin	
Suarez Grading Enterprises, Inc. Suarez Grading Enterprises, Inc.	Ruskin	
Suca Pipe Supply, Inc.	Tampa	
Suca Pipe Supply, Inc.	Tampa	
Suca Pipe Supply, Inc. One Suca Pipe Supply, Inc. One	Tampa Tampa	
Sunbelt Sod & Grading Company	Ruskin	
Sunbelt Sod & Grading Company	Ruskin	
Suncoast Displays & Graphics II, Inc. Suncoast Land Surveying, Inc.	Tampa Oldsmar	
Suncoast Land Surveying, Inc.	Oldsmar	
Sunrise Utility Construction, Inc.	Tampa	
Sunrise Utility Construction, Inc. Sunstate Coatings, Inc.	Tampa Riverview	
Superior Mechanical Systems, Inc.	Pinellas Park	
Superior Mortgage Services	Tampa	
Superior Mortgage Services SUPERIOR OFFICE MANAGEMENT INC	Tampa TAMPA	
SYNSORMED, INC.	MABLETON	
SYNSORMED, INC.	MABLETON	
System Soft Technologies, Inc T & M Cleaning Solutions, LLC	Tampa Tampa	
T & M Cleaning Solutions, LLC	Tampa	
T & T Construction of Central Florida, Inc	Casselberry	
T.C.C Enterprise Inc T.C.C Enterprise Inc	TAMPA TAMPA	
TAMCO Electric, Inc.	Tampa	
TAMCO Electric, Inc.	Tampa	
Tampa 2 Security, Inc. Tampa 2 Security, Inc.	Brandon Brandon	
Tampa Bay Cleaning Professionals Corporation	Tampa	
Tampa Bay Cleaning Professionals Corporation	Tampa	
Tampa Civil Design, LLC tampa laundry company IIc	Lutz TAMPA	
tampa laundry company llc	TAMPA	
Tampa Metal Works, Inc.	Tampa	
Tampa Tutors L.L.C Tampa Tutors L.L.C	Tampa Tampa	
Tanner Paint Company	Tampa	
Tanner's, Inc.	Brandon	
Tanner's, Inc. Tec-Link LLC	Brandon Tampa	
Terra Tectonics Design Group, Inc.	Clearwater	
Terrell Industries, Inc.	ST PETERSBURG	
Test Lab Inc	TAMPA Tampa	
The A.D. Morgan Corporation The Diaz Fritz Group, Inc.	Tampa Temple Terrace	
The Intelligence Company	Largo	
The Intelligence Company	Largo	
The Josephs Group, Inc. The Josephs Group, Inc.	Tampa Tampa	
The Mad Planter LLC	Plant city	
The Omnia Group, Inc.	Tampa	
THE SHINE FIRM, LLC THE SHINE FIRM, LLC	Tampa Tampa	
Thomas Sign and Awning Company, Inc.	Clearwater	
Tierra, Inc.	Tampa	
TILE & MARBLE SALEM INC. TILE & MARBLE SALEM INC.	Tampa Tampa	
tj and j holdings llc	st petersburg	
TLD LLC	Tampa	
TLD LLC TNT Environmental, LLC	Tampa Dade City	
TNT Environmental, LLC Todays Janitorial Cleaning Services	Tampa	
Todays Janitorial Cleaning Services	Tampa	
TomCo Solutions Inc	Tampa	
TOP LINE RECREATION INC Total Building Solutions, Inc.	DELTONA Tampa	
Total Pressure Cleaning Services, Inc.	Tampa	
Total Pressure Cleaning Services, Inc.	Tampa	
TRAFFIC CONTROL PRODUCTS OF FLORIDA INC Transcend lanitorial Services 11.C	TAMPA Gibsonton	
Transcend Janitorial Services, LLC Triage Partners, LLC	TAMPA	
Trias Construction, LLC	Lutz	
Tricon International, Inc.	Tampa	
Trimen Precision Lawn Care, LLC Trimen Precision Lawn Care, LLC	Valrico Valrico	
TRUCKIN TRAFFIC, LLC	Indian Rocks Beach	
	Indian Rocks Beach	
TRUCKIN TRAFFIC, LLC TSG Enterprises, LLC dba RadiusPoint	Casselberry	

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TTCS INC TULIPAN TRUCKING LLC TULIPAN TRUCKING LLC TuRBo & Associates TuRBo & Associates Twenty-Nine 11 Property Services, LLC Two Buffalo Construction Supplies Inc. Two Buffalo Construction Supplies Inc. U S Cable & Communication Corporation Ubora Films LLC Ubora Films LLC UIT LLC United Granite Inc. United Granite Inc. Uppercase, Inc. V. H. Jr. & Associates V. H. Jr. & Associates V. H. Jr. & Associates Valerin Group, Inc. (The) Valerin Group, Inc. (The) Valve Depot Corp Van Doornik Engineering & Consulting, LLC Vase One Floral Design Studio, LLC Velocity Construction, Inc. Versa-Tile & Marble, Inc. VBEnzineering, Inc. VIBEngineering, Inc. Vistra Communications LLC Vital, Inc Vital, Inc Vivid Consulting Group LLC. Vivid Consulting Group LLC. Vivid Consulting Group LLC. VoltAir Constructors, LLC VoltAir Consulting Engineers, INC W.C. Sherrill and Company, LLC. W.E. Oliver, P.E., LLC W.E. Oliver, P.E., LLC WALKER DESIGN GROUP INC WALKER DESIGN GROUP INC Waller Consulting Engineering LLC Watermark Engineering Group, Inc. Watermark Engineering Group, Inc. WATERPROOFING EXPERTS, INC. WBQ Design & Engineering, Inc. WC Boxes, Inc. WC Boxes, Inc. WD Environmental Services Inc WEGOALLPLACES.LLC WEGOALLPLACES.LLC Westcarb Enterprises Inc Westcarb Enterprises Inc WEY Engineering, PLLC WEY Engineering, PLLC White and Black Consulting White and Black Consulting Wide and Black Consulting Wide Open Office LLC Wiggins Hauling & Transfer Svc Wiggins Hauling & Transfer Svc Wilder Architecture, Inc. Williams Landscape Management Co., Inc. Wingu Technology, LLC Wishart Safety Training, Inc. Wood Restoration Services, Inc. Wood Restoration Services, Inc. www.grandviewp.com Xtremely Clean Janitorial Service Yahweh Lawn Care & Landscaping Inc. Z&L Partners, Inc. Zabatt Engine Services, Inc. Zaharaly cleaners inc Zeal Development, LLC Zimmerman and Sanchez Information Group Zinc Ink. LLC Zinc Ink, LLC

Tampa St. Peterburg St. Peterburg Tampa Tampa Riverview Sarasota Sarasota Brooklyn Heights LAND O LAKES LAND O LAKES Miami TAMPA TAMPA Tampa TAMPA TAMPA Tampa Tampa Miami Lithia Tampa Tampa Tampa Valrico ST PETERSBURG Lutz Tampa Tampa TAMPA TAMPA Tampa Tampa Lutz Tampa . ТАМРА TAMPA Tampa Sun City Center Sun City Center TAMPA Orlando Odessa Odessa Wauchula Tampa Tampa HUDSON HUDSON Tampa Tampa Tampa Tampa Tampa Tampa Tampa Tampa Tampa Wesley Chapel Tampa Tampa Tampa Sanford Tampa St. Petersburg Tampa . lacksonville Mulberry Clearwater Tampa Riverview Riverview

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Tampa Tampa



January 26, 2022

Brown & Brown Insurance 2290 Lucien Way, Suite 400 Maitland, FL 32751

Johnson-Laux Construction, LLC 650 Garden Commerce Parkway, Suite 100 Winter Garden, FL 34787

RE: Experience Modification Rating

Please accept this letter as confirmation that the above listed insured has been issued by NCCI the following Experience Modification Rating:

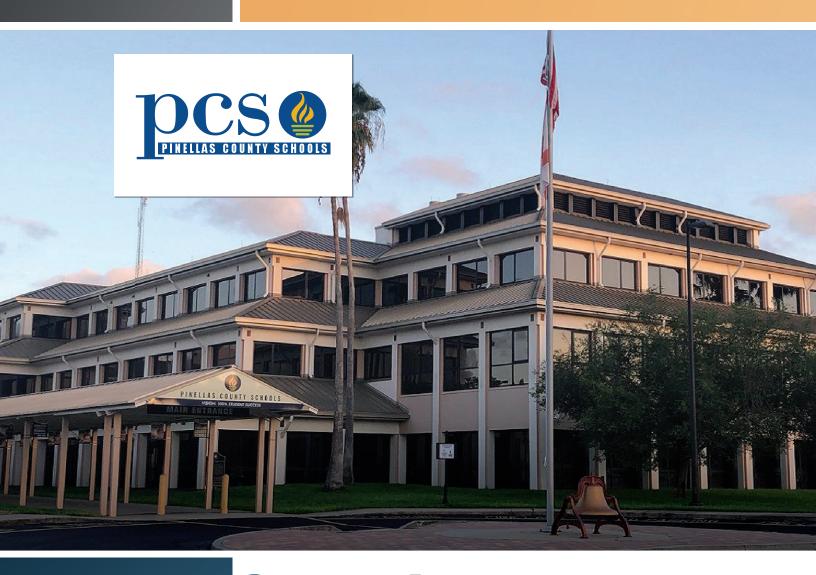
Policy Year	Experience Modification Rating
2022-2023	.82
2022-2023	.77
2020-2021	.88
2019-2020	.88
2018-2019	1.09

Should you have any questions, please do not hesitate to contact our office. Our staff is available to answer your questions from 8:00 to 12:00 and 1:00 to 5:00, Monday through Friday.

Regards,

BROBIERO

Brandy Robbins, CISR Account Executive Brandy.Robbins@bbrown.com



JOHNSON III LAUX
CONSTRUCTION650 Garden Commerce Pkwy, Ste 100
Winter Garden, FL 34787 | 407.770.2180

TAB 7

BID FORM 8: Diversity Vendor

Certification Participation Includes Supporting Documentation

BID FORM 8: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

<u>Diversity Vendor Certification Participation</u> - 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, disable 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	XYes	No
	List certifying agency: <u>State of Florida</u>		
b.	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Respondent certifies that this firm is a SBE or DBE List certifying agency:	Yes	XNo
c.	<u>Disabled Veterans Business Enterprise (DVBE)</u> Respondent certifies that this firm is an DVBE List certifying agency:	Yes —	XNo
d.	<u>Historically Underutilized Businesses (HUB)</u> Respondent certifies that this firm is an HUB List certifying agency:	Yes	XNo
e.	Historically Underutilized Business Zone Enterprise (HUBZone) Respondent certifies that this firm is an HUBZone List certifying agency:	Yes	χNο
f.	<u>Other</u> Respondent certifies that this firm is a recognized diversity certificate holder List certifying agency:	Yes	XNo

Office of Supplier Diversity 4050 Esplanade Way, Suite 380 Tallahassee, FL 32399 850-487-0915 www.dms.myflorida.com/osd



Florida Department of Management Services Jonathan R. Satter, Secretary

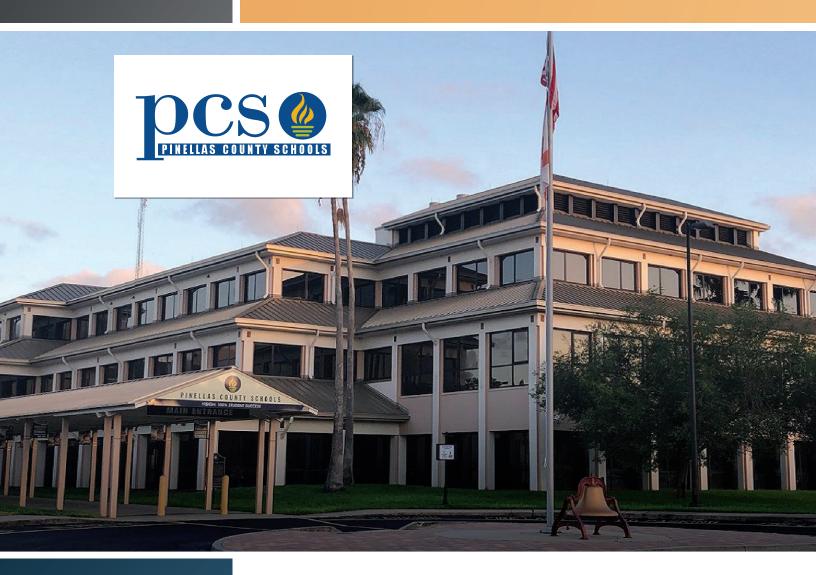
Johnson-Laux Construction

Woman Business Certification

State of Horida

287 and 295.187, Florida Statutes, for a period from: Is certified under the provisions of 12/10/2020 to 12/10/2022

Hall /



JOHNSON IL LAUX 650 Garden Commerce Pkwy, Ste 100 CONSTRUCTION Winter Garden, FL 34787 | 407.770.2180

TAB 8

BID FORM 9: Bonding Capacity Statement Includes Supporting Documentation

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)



August 15, 2022

School Board of Pinellas Purchasing Department 301 Fourth Street S.W. Largo, Fl 33770

Swiss Re Corporate Solutions America Insurance Corporation(SRCSAIC) has provided surety services for Johnson-Laux Construction, LLC since 2013 through their former entity, North American Specialty Insurance Company(NAS). SRCSAIC has a 2022 Best Rating of A+, XV, is U.S. Treasury listed at \$95,164,000 and is licensed by the Florida Insurance Commissioner to transact business in the state of Florida.

Johnson-Laux Construction, LLC has an impeccable track record, is highly qualified, and manages their clients and customers in a professional manner. SRCSAIC/NAS has supported them with an aggregate surety program up to \$100,000,000 and single projects valued in excess of \$40,000,000. They currently have more than \$20,000,000 in unencumbered and available bonding.

Johnson-Laux Construction, LLC has our highest recommendation; should you award them a contract under the referenced Certification we would be pleased to provide labor and material payment bonds and performance bonds for certain projects up to the bonding capacity.

This letter is not an assumption of liability, nor is it a bid bond or performance bond. It is issued as a bonding reference from us as requested by our client. If we can provide you with any further information in your consideration of Johnson-Laux Construction, LLC please feel free to contact me directly at (407) 834-0022 or via email at margie@guignardcompany.com.

Sincerely, Swiss Re Corporate Solutions America Insurance Corporation

MargieL. Morris Attorney-in-Fact

Re: Johnson-Laux Construction, LLC Job Order Contracting Services, Contract Number: 23-909-027

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIAL TY INSURANCE COMPANY ("SRCSAIC") SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC") WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

J.W. GUIGNARD, BRYCE R. GUIGNARD, PAUL J. CIAMBRIELLO, APRIL L. LIVELY, JENNIFER L. HINDLEY, MARGIE L. MORRIS,

DEBORAH ANN MURRAY, M. GARY FRANCIS, CHRISTINE MORTON, KELLY PHELAN and ALLYSON FOSS WING	
JOINTLY or SEVERALLY	

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SEAL 1973	SEAL	By	SEAL SEAL

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this ^{29TH} day of APRII	, 20 ²²
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State of Illinois County of Cook	SS

Swiss Re Corporate Solutions America Insurance Corporation Swiss Re Corporate Solutions Premier Insurance Corporation Westport Insurance Corporation

On this <u>29TH</u> day of <u>APRIL</u>, 20 <u>22</u>, before me, a Notary Public personally appeared <u>Erik Janssens</u>, Senior Vice President of SRCSAIC and Senior Vice President of WIC and <u>Gerald Jagrowski</u>, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the <u>voluntary act and deed of their</u> respective companies.

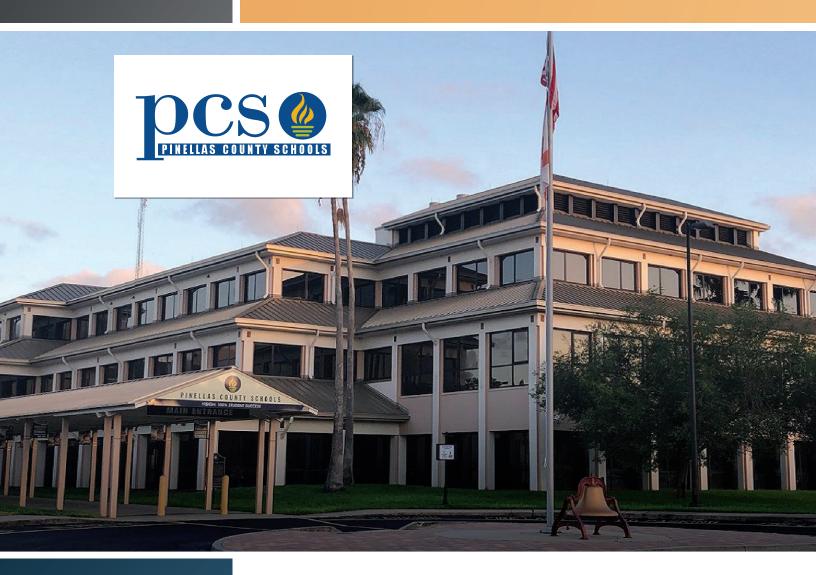


corner la Estel

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of <u>August</u>, 20 22.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



JOHNSON IL LAUX 650 Garden Commerce Pkwy, Ste 100 CONSTRUCTION Winter Garden, FL 34787 | 407.770.2180

TAB 9

BID FORM 10: Management Personnel Includes Supporting Documentation

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 appliable, write 'Not Applicable'

<u>Executive Contact</u> Contact Person: Kevin Johnson			
Title: Vice President			
Company: Johnson-Laux Construction, LLC			
Address: 650 Garden Commerce Pkwy, Ste 100			
City: Winter Garden State: FL Zip: 34787			
Phone: 407-770-2180 Fax: 407-770-2181			
Email: kevin@johnson-laux.com			
Marketing Contact Person: Brandi Rogers			
Title: Marketing Coordinator			
Company: Johnson-Laux Construction, LLC			
Address: 650 Garden Commerce Pkwy, Ste 100			
City: Winter Garden State: FL Zip: 34787			
Phone: 407-770-2180 Fax: 407-770-2181			
Email: brogers@johnson-laux.com			
<u>Account Manager / Sales Lead</u> Contact Person: <u>Steve Adams</u>			
Title: Director of Business Development			
Company: Johnson-Laux Construction, LLC			
Address: 650 Garden Commerce Pkwy, Ste 100			
City: Winter Garden State: FL Zip: 34787			
Phone: 407-770-2180 Fax: 407-770-2181			
Email: _sadams@johnson-laux.com			

The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting Page **21** of **51**

Section Three: Bid Submission and Required Forms | Performance, Capability, Qualification and Experience Forms

<u>Sales Support</u>		
Contact Person: <u>N/A</u>		
Title:		
Company:		
Address:		
City:	_State:	Zip:
Phone:	Fax:	
Email:		
Contract Management /if differ	ant than the Cales I and	1
Contract Management (if different Contact Person: John Toth	ent than the Sales Lead,	
Title: Operations Manager		
Company: Johnson-Laux Cor	nstruction, LLC	
Address: 650 Garden Comm	<u>erce Pkwy, Ste 100</u>	
City: <u>Winter Garden</u>	_State: <u>FL</u>	Zip: <u>3</u> 4787
Phone: 407-770-2180	Fax: <u>407-770-2</u>	181
Email: john@johnson-laux.con	n	
<i>Financial Reporting</i> Contact Person: Jon Biasetti		
Title: Chief Financial Officer		
Company: Johnson-Laux Cons	struction, LLC	
Address: 650 Garden Comme	rce Pkwy, Ste 100	
City: Winter Garden	State: FL	Zip: <u>3</u> 4787
Phone: <u>407-770-2180</u>	Fax: _407-770-2	2181
Email: jonb@johnson-laux.c	om	

Section Three: Bid Submission and Required Forms | Performance, Capability, Qualification and Experience Forms

<u>Billing & Reporting/Accounts Payable</u> Contact Person: <u>Mari Norman</u>		
Title: Controller		
Company: Johnson-Laux Construction, LLC		
Address: 650 Garden Commerce Pkwy, Ste 100		
_{City:} Winter Garden	State:FL	Zip: <u>34787</u>
Phone:407-770-2180	Fax: _4()7-770-2181
Email: mnorman@johnson-laux.com		

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KEVIN JOHNSON *Principal-In-Charge*

nincipal-in-Charge

With 28 years of experience, Kevin Johnson is committed to quality, success, and leadership. He has nearly three decades of industry experience, giving him a vast knowledge of all aspects of Construction Management.

As the Vice President of Johnson-Laux Construction, your Principal-in-Charge and Executive Contact, Kevin takes ownership of your project throughout its entire life cycle. It is the hallmark of Johnson-Laux Construction. His overall construction management experience is based on his skills in cost analysis, contract negotiations, value engineering, document control, and personnel management. This breadth of experience and capability assures that every project receives superior commitment by directing the team to complete your project on time and within budget.

Why particularly qualified for this role:

Kevin has extensive experience managing continuing CMAR, Task Order contracts, and Job Order Contracting for General Construction Services with such clients as: City of Tampa, Pinellas County, Plant City, MDCPS, OCPS, Broward County Schools, FAU, FSU, UCF, UF, UGA, Georgia Southern,

Savannah State University, Valencia College, Seminole State College, Georgia Highlands College, South Georgia College, Valdosta State University, Savannah Technical College, Jackson Health, Baptist Health, Hilton Grand Vacations, Signature Flight, JetBlue, Sheltair, Broward Sheriff's Office, City of Miami, City of Boca Raton, City of Deerfield Beach, City of Orlando, Broward County, Palm Beach County, The State of Georgia, The State of Florida, The United States Postal Service, United States Air Force, United States Navy, and the Georgia National Guard.

His project experience includes both new construction and renovation for Education, Municipal, Aviation, Healthcare, Hospitality, Military, Industrial, Office, and manufacturing clients. Kevin has had the opportunity to perform work for the following similar education and government clients:

- Miami Dade County Public Schools
- Broward County Public Schools
- Orange County Public Schools
- Florida State University
- University of Central Florida
- University of Florida
- Florida Atlantic University
- Seminole State College
- Valencia College
- University of Georgia
- Georgia Southern University
- Valdosta State University
- City of Orlando

- City of Miami
- City of Boca Raton
- City of Belleair Beach
- City of Altamonte Springs
- City of Oviedo
- City of Longwood
- City of Tavares
- City of Leesburg
- City of Clermont
- Osceola County
- City of Clearwater
- City of Tampa
- City of Sarasota
- Orange County Government

Location

650 Garden Commerce Parkway, Suite 100 Winter Garden, FL 34787 407.770.2180 phone 407.770.2181 fax

Kevin's Background

Years of Experience

28 years total – 22 years with Johnson-Laux Construction

Education

BS, Building Construction <u>University</u> of Florida

Qualifications

Certified General Contractor CGC059848, State of Florida, LEED Certified, SWPPP Certified

- Palm Beach County
- City of Port St. Lucie
- City of Savannah
- City of Atlanta
- Gwinnett County
- Cobb County
- Greater Orlando Aviation Authority
- Hillsborough County Aviation Authority
- Georgia National Guard
- United States Navy
- United States Air Force
- United States Army

JOHNSON du LAUX





JOHN TOTH **Operations Manager**

John Toth presently serves as Operations Manager for Johnson-Laux

Construction. His accumulated expertise comes from 28 years of hands-on experience in the construction industry as a project manager, estimator,

superintendent, and carpenter. As a result, John has a deep familiarity with

all aspects of the construction process that provides him a natural authority

and solid strategic insight. John is an optimistic leader respected and valued by both peers and industry experts. Disciplined oversight and thorough pre-

execution planning help him to eliminate as many variables as possible.

He is known for his fair consensus-building skills when conflict arises. John

enjoys going to work, and it certainly shows it by his never-ending pursuit of

Suite 100 Winter Garden, FL 34787 407.770.2180 phone 407.770.2181 fax

650 Garden Commerce Parkway,

John's Background

Years of Experience

28 years total – 16 years with Johnson-Laux Construction

Education

Location

Business Management Coursework

Oakland College

Qualifications

LEED Accredited Certified, Green Globes OSHA 10, USAF Hazard Communication Information Assurance Awareness Information Protection, Lockout/Tagout LSA Training for Fuel Storage Access Area, Asbestos, Environmental Management Systems & Threat Assessment Training

Fifth Third Bank Sterling Sotheby's International CBRE Jones Lang LaSalle Advent Health Baptist Health HCA Jackson Health Metro Equity Management Your Office USA Akerman LLP ADDG PA Broward Sheriffs Office Florida National Guard United States Navy United States Air Force **United States Army**

excellence in his chosen field.

Why particularly qualified for this role:

Mr. Toth has been with Johnson-Laux for 16 years. He possesses the unique ability to set, observe and re-evaluate project priorities for optimum results. He is a good communicator able to listen as well as ask the right questions of all stakeholders.

Mr. Toth has had the opportunity to perform work for the following clients:

Broward County Public Schools Orange County Public Schools Hillsborough County Public Schools Miami Dade County Public Schools City of Sarasota City of Miami Miami Dade County Schools City of Boca Raton City of Deerfield Beach City of Belleair Beach Palm Beach County City of Port St. Lucie City of Venice City of Tampa City of Orlando **Orange County Government City of Altamonte Springs**

JOHNSON du LAUX CONSTRUCTION

City of Lake Mary City of Tavares City of Leesburg City of Clermont City of Kissimmee Osceola County City of Clearwater JetBlue Hillsborough County Aviation Authority The Greater Orlando Aviation Authority Sheltair Aviation Signature Flight St. Pete-Clearwater International Airport Hilton Grand Vacations Natures Table **Burlington Coat Factory** State Farm Morgan Stanley





STEVE ADAMS Director of Business Development

Steve Adams is a 30+ year construction professional with over 9 years of experience working with Sourcewell members under this contract, across the state of Florida and Georgia. He is passionate when it comes to providing the best service to clients and if he does not know the answer, he will find it. Steve knows the importance and benefits this contract provides the end users. He will continue to market to the Sourcewell members, making sure these members are aware of Johnson-Laux Construction's statewide capabilities with our solid, knowledgeable, and dedicated staff.

JON BIASETTI Chief Financial Officer

Jon Biasetti is a financial executive with proven skills in accounting, financial reporting, treasury, corporate development, strategic planning, financial analysis, budgeting, risk management, administration, human resources and information technology. His whose work history demonstrates a pattern of continued growth and success managing complex and diverse assignments which require strong leadership, team-building, problem-solving and communication skills.

He is responsible for planning, directing and controlling day-to-day financial and administrative management of the business including but not limited to financial reporting, billing, financial planning/budgeting/forecasting, payroll, cash management, percentage of completion job costing, credit/collections, tax compliance (federal, state and local), risk management, human resources, information technology and administration.

Location

650 Garden Commerce Parkway, Suite 100 Winter Garden, FL 34787 407.770.2180 phone 407.770.2181 fax

Steve's Background

Years of Experience 38 years total – 7 years with Johnson-Laux Construction Education Kennesaw State University

Location

650 Garden Commerce Parkway, Suite 100 Winter Garden, FL 34787 407.770.2180 phone 407.770.2181 fax

Jon's Background

Years of Experience 39 years total – 7 years with Johnson-Laux Construction Education

BS, Accounting University of Florida









Mari Norman is enterprising, hardworking and technically skllled. She is known for her accuracy, attention to detail and timeliness in managing disbursement functions for diverse-industry employers. Her accounting career spans 35 years in the construction industry for public and private projects, with emphasis in job costing, accounts payable, accounts receivables, payroll, general ledger and budget planning.

Mari is backed by solid credentials (MBA, CGC License) and proficiencies in generally accepted accounting practices as well as MS Office Suite, Sage software and QuickBooks.

and budget printing, if needed.

BRANDI ROGERS

Marketing Coordinator

With a 20 year background in graphic design and technology, Brandi Rogers

will be your "go-to" person for all of your marketing and graphic needs. Under this contract, Brandi will create or assist in the production of your

marketing materials such as, advertisements, promotions, flyers, information

and project sheets, website and social media content, and brochures. She is

proficient in the entire Adobe Creative Suite, Microsoft Office, trademarks and service marks, and will serve as guidance with layout recommendations

Location

650 Garden Commerce Parkway, Suite 100 Winter Garden, FL 34787 407.770.2180 phone 407.770.2181 fax

Mari's Background

Years of Experience

40 years total – 5 years with Johnson-Laux Construction

Education

MBA, University of Phoenix BS, BA, California State University AS, BA, Santa Fe Community College

Location

650 Garden Commerce Parkway, Suite 100 Winter Garden, FL 34787 407.770.2180 phone 407.770.2181 fax

Brandi's Background

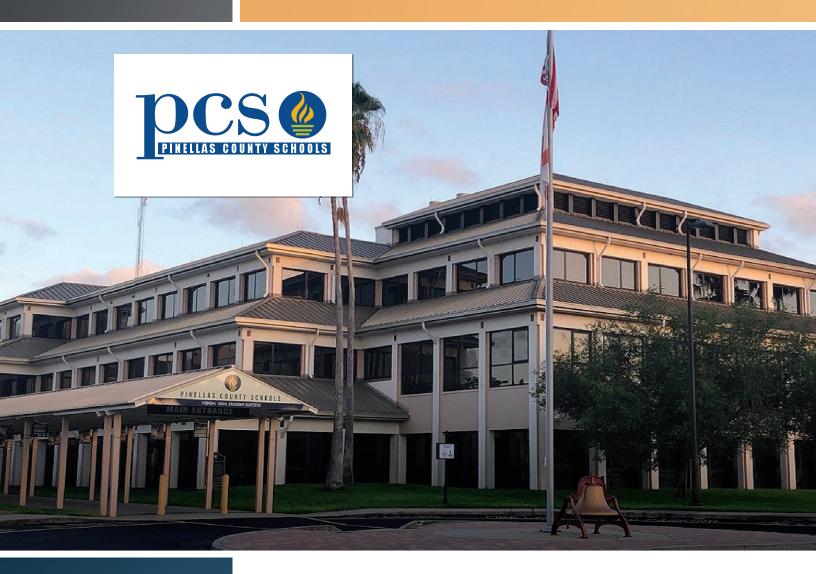
Years of Experience

20 years total – 1 year with Johnson-Laux Construction

Education

AA, Graphic Design Technology Valencia College BS, Computer Science Columbia Southern University





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TAB 10

BID FORM 11: References and Experience

Questionnaire Includes Supporting Documentation

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: See attached documentation

- a) Entity Name
- b) Contact Name and Title
- c) City and State
- d) Phone Number
- e) Years Serviced
- f) Description of Services
- g) Annual Volume

Questions:

1. Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:

Cooperative/GPO Name	Contract Number		
Sourcewell - Florida	FL-R5-GC07-111821-JLC		
	FL-R10-GC11-111821-JLC FL-R1-GC06-111821-JLC		
	FL-R2-GC06-111821-JLC FL-R3-GC06-111821-JLC		
	FL-R4-GC07-111821-JLC MDCPS - JOC20OC-1 (16000 Series) City of Miami Vertical JOC 21239000 Series		
Sourcewell - Maryland	MD-R1-GC04-052621-JLC		
Sourcewell - Georgia	GA-ST07-040820-JLC		
Sourcewell - Virginia	VA-N-GC06-120920-JLC VA-WC-GC01-120920-JLC VA-W-GC03-120920-JLC		

- 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.
- 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. See attached documentation

The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting Page **24** of **51**



a) Entity Name	Orange County Public Schools
b) Contact Name and Title	Rory Salimbene, Acting Chief Facilities Officer
c) City and State	Orange County, FL
d) Phone Number	407-317-3700
e) Years Serviced	2011 - current
f) Description of Services	Construction management services for various fixed capital outlay remodeling, renovation, addition, and new construction projects.
g) Annual Volume	Projects up to \$4,000,000.00
[
a) Entity Name	Florida State University
b) Contact Name and Title	James C. Johnson, MPA – Strategic Category Manager for MRO/Facilities
c) City and State	Tallahassee, FL
d) Phone Number	850-645-0407
e) Years Serviced	2018 - current
f) Description of Services	Job Order Contracting for General Construction and Mechanical/Electrical Construction
g) Annual Volume	\$10,000 to \$50,000

a) Entity Name	Miami-Dade County Public Schools
b) Contact Name and Title	Michael Krtausch - Administrative Director
c) City and State	Miami, FL
d) Phone Number	305-995-4451
e) Years Serviced	2020 - current
f) Description of Services	Job Order Contract for Horizontal and Vertical Construction Services including repair, renovation and maintenance activities
g) Annual Volume	\$2 Million

a) Entity Name	Broward County Schools
b) Contact Name and Title	Phillip Kaufold - Director, Construction
c) City and State	Broward County, FL
d) Phone Number	754-321-1532
e) Years Serviced	2020 - current
f) Description of Services	Construction Services Minor Projects Site Utilities Contractor
g) Annual Volume	\$2 Million

a) Entity Name	Pinellas County
b) Contact Name and Title	Derek Weaver, Division Manager, Building Design and Construction
c) City and State	Clearwater, Fl
d) Phone Number	727-464-5309
e) Years Serviced	2020 - current
f) Description of Services	JOC – Large Construction Projects
g) Annual Volume	Maximum contract value of \$6,000,000.00



a) Entity Name	City of Leesburg
b) Contact Name and Title	John Folker - Project Manager
c) City and State	Leesburg, Florida
d) Phone Number	352-504-5292
e) Years Serviced	2021 - current
f) Description of Services	Painting, Design, concrete, masonry, fencing, renovations, fire restoration and elevator upgrades.
g) Annual Volume	2021 -\$ 1,011,566.07 2022 - \$ 471,188.79 to date
a) Entity Name	Flagler Public Schools
b) Contact Name and Title	Kory Bush - Director of Plant Services
c) City and State	Flagler County, Florida
d) Phone Number	386-679-2362
e) Years Serviced	2021 - current
f) Description of Services	Portable Installation, Door Replacements, Stadium Repair, Painting, Concrete, Site Work, renovations
g) Annual Volume	2021- \$ 86,105.48 2022 - \$ 316,537.02 to date
a) Entity Name	Tampa International Airport
b) Contact Name and Title	John L. Mallory - Director of Construction
c) City and State	Tampa, FL
d) Phone Number	813-503-7582
e) Years Serviced	2018 - current
f) Description of Services	Construction and renovation of landside, airside and runway projects.
g) Annual Volume	\$2 Million
a) Entity Name	City of Tampa
a) Entity Name	City of Tampa
b) Contact Name and Title	Katrina House, NIGP - Public Procurement Associate, CPPB, Certified Procurement Specialist
b) Contact Name and Title c) City and State	Katrina House, NIGP - Public Procurement Associate, CPPB, Certified Procurement Specialist Tampa, FL
b) Contact Name and Titlec) City and Stated) Phone Number	Katrina House, NIGP - Public Procurement Associate, CPPB, Certified Procurement Specialist Tampa, FL 813-274-7711
b) Contact Name and Titlec) City and Stated) Phone Numbere) Years Serviced	Katrina House, NIGP - Public Procurement Associate, CPPB, Certified Procurement SpecialistTampa, FL813-274-771102/20 - current
 b) Contact Name and Title c) City and State d) Phone Number e) Years Serviced f) Description of Services 	Katrina House, NIGP - Public Procurement Associate, CPPB, Certified Procurement SpecialistTampa, FL813-274-771102/20 - currentConstruction and renovation of general and civil projects under a job order contract
b) Contact Name and Titlec) City and Stated) Phone Numbere) Years Serviced	Katrina House, NIGP - Public Procurement Associate, CPPB, Certified Procurement SpecialistTampa, FL813-274-771102/20 - current
 b) Contact Name and Title c) City and State d) Phone Number e) Years Serviced f) Description of Services 	Katrina House, NIGP - Public Procurement Associate, CPPB, Certified Procurement SpecialistTampa, FL813-274-771102/20 - currentConstruction and renovation of general and civil projects under a job order contract
 b) Contact Name and Title c) City and State d) Phone Number e) Years Serviced f) Description of Services g) Annual Volume 	Katrina House, NIGP - Public Procurement Associate, CPPB, Certified Procurement Specialist Tampa, FL 813-274-7711 02/20 - current 02/20 - contract Struction and renovation of general and civil projects under a job order contract \$2 Million
 b) Contact Name and Title c) City and State d) Phone Number e) Years Serviced f) Description of Services g) Annual Volume a) Entity Name 	Katrina House, NIGP - Public Procurement Associate, CPPB, Certified Procurement Specialist Tampa, FL 813-274-7711 02/20 - current Construction and renovation of general and civil projects under a job order contract \$2 Million City of Miami
 b) Contact Name and Title c) City and State d) Phone Number e) Years Serviced f) Description of Services g) Annual Volume a) Entity Name b) Contact Name and Title 	Katrina House, NIGP - Public Procurement Associate, CPPB, Certified Procurement Specialist Tampa, FL 813-274-7711 02/20 - current 02/20 - construction and renovation of general and civil projects under a job order contract \$2 Million City of Miami Anthony Rolle, Senior Procurement Contracting Officer
 b) Contact Name and Title c) City and State d) Phone Number e) Years Serviced f) Description of Services g) Annual Volume a) Entity Name b) Contact Name and Title c) City and State 	Katrina House, NIGP - Public Procurement Associate, CPPB, Certified Procurement Specialist Tampa, FL 813-274-7711 02/20 - current 02/20 - current Construction and renovation of general and civil projects under a job order contract \$2 Million City of Miami Anthony Rolle, Senior Procurement Contracting Officer Miami, FL 1
 b) Contact Name and Title c) City and State d) Phone Number e) Years Serviced f) Description of Services g) Annual Volume a) Entity Name b) Contact Name and Title c) City and State d) Phone Number 	Katrina House, NIGP - Public Procurement Associate, CPPB, Certified Procurement SpecialistTampa, FL813-274-771102/20 - currentConstruction and renovation of general and civil projects under a job order contract\$2 MillionCity of MiamiAnthony Rolle, Senior Procurement Contracting OfficerMiami, FL305-416-1914
 b) Contact Name and Title c) City and State d) Phone Number e) Years Serviced f) Description of Services g) Annual Volume a) Entity Name b) Contact Name and Title c) City and State d) Phone Number e) Years Serviced 	Katrina House, NIGP - Public Procurement Associate, CPPB, Certified Procurement SpecialistTampa, FL813-274-771102/20 - currentConstruction and renovation of general and civil projects under a job order contract\$2 MillionCity of MiamiAnthony Rolle, Senior Procurement Contracting OfficerMiami, FL305-416-19142020 - current
 b) Contact Name and Title c) City and State d) Phone Number e) Years Serviced f) Description of Services g) Annual Volume a) Entity Name b) Contact Name and Title c) City and State d) Phone Number e) Years Serviced f) Description of Services 	Katrina House, NIGP - Public Procurement Associate, CPPB, Certified Procurement SpecialistTampa, FL813-274-771102/20 - currentConstruction and renovation of general and civil projects under a job order contract\$2 MillionCity of MiamiAnthony Rolle, Senior Procurement Contracting OfficerMiami, FL305-416-19142020 - currentGeneral Contractor Services for Horizontal and Vertical Construction Projects
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 b) Contact Name and Title c) City and State d) Phone Number e) Years Serviced f) Description of Services g) Annual Volume a) Entity Name b) Contact Name and Title c) City and State d) Phone Number e) Years Serviced f) Description of Services g) Annual Volume a) Entity Name b) Contact Name and Title c) City and State d) Phone Number e) Years Serviced f) Description of Services g) Annual Volume a) Entity Name b) Contact Name and Title c) City and State d) Phone Number e) Years Service 	Katrina House, NIGP - Public Procurement Associate, CPPB, Certified Procurement SpecialistTampa, FL813-274-771102/20 - currentConstruction and renovation of general and civil projects under a job order contract\$2 MillionCity of MiamiAnthony Rolle, Senior Procurement Contracting OfficerMiami, FL305-416-19142020 - currentGeneral Contractor Services for Horizontal and Vertical Construction Projects\$2.5 MillionCity of OrlandoDavid DunnOrlando, FL407-246-3873
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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.

Johnson-Laux's extensive eGordian experience and understanding of IDIQ, Continuing Services, and Job Order Contracting estimating experience undoubtedly provides the required capabilities to successfully estimate and manage multiple concurrent job orders spanning multiple locations throughout the State of Florida. Our strength and abilities lie within our experienced and available JOC eGordian Preconstruction staff and their ability to coordinate joint scope meetings, anticipate unforeseen issues, perform exploratory inspections, research lead times, material availability, forecast manpower needs and plan proactively as opposed to reactively. We are experts in performing fast-track, multi-trade, maintenance, repair, renovation, and new construction projects under the Job Order Contract and procurement process.

In 2001, Johnson-Laux began performing our first Job Order service type contract by serving as continuing maintenance contractor for Hilton Grand Vacations Corporate Campus in Orlando, FL. Since then we have continued to pursue and obtain a number of Job Order, Continuing Services, and IDIQ style contracts with a variety of clients in both the public and private sectors.

Miami Dade County Public Schools - Spanish Lake Elementary - Painting & Waterproofing

This Project was performed under our MDCPS JOC Contract and the scope of work included:

- Paint the entire exterior of the Campus- including all buildings, covered walkways, columns, low walls, benches, etc. Facade repairs of damaged areas due to concrete spalling.
- Interior Painting of select common areas including the main office, cafeteria & food service areas.
- Pressure clean, seal, & re-stripe parking lot areas.

City of Tampa - Copeland Pond Park Restoration

This project was performed under our City of Tampa Job order Contract and the scope included:

- Pedestrian barricades
- Temporary Fencing for work/staging areas
- Tree protection
- Site/Civil Improvements Grading & Drainage
- Removal of invasive vegetation along shoreline and inside the pond
- Removal of invasive shoreline plants
- Re-grading the contours of the pond slope
- Installation of new plants around the pond shoreline
- Final grading and sod installation in affected areas





City of Tampa - Tampa Convention Center Ballroom Wall Fabric & Vinyl Coverings Replacement

This project was performed under our City of Tampa Job Order Contract and the scope of work included:

- Removal and replacement of perimeter wall fabric above and below chair rail
- Removal and replacement of vinyl wall covering on operable partition walls
- Service, repair and adjust (70) operable wall panels to include inspecting the panel and tracks, adjusting seals and sweeps, and adjusting the pivots and pocket doors

City of Tampa - Ignacio Haya Park Living Shoreline

This project was performed under our City of Tampa Job Order Contract and the scope of work included:

- Develop and manage a SWPPP to include erosion and sedimentation control, soil tracking device, inlet protection, turbidity barrier, and monitoring
- All Tree protection
- Site Improvements Clearing and grubbing, grading, vegetation removal, and stump treatment along shoreline
- Application of aquatic herbicide for invasive vegetation
- Installation of a new concrete flared end section and HDPE storm-water pipe
- Installation of geotextile and limestone bedding underneath limestone rip rap on shoreline
- Final Grading and Landscaping

Hillsborough County Aviation Authority - General Aviation Obstruction Lighting Improvements

This project was performed under our City of Tampa Job Order Contract and the scope of work included the installation of FAA L-810 obstruction lights at Peter 0. Knight Airport and Tampa Executive Airport.

New Obstruction Lights included directional boring, new conduit and cable from the existing power sources and were installed at:

- Hangar Roofs
- Fencing
- Poles

The lights installed on the new poles included solar power modules.

City of Orlando - Constitution Green Dog Park

This Constitution Green New Dog Park project was performed under our City of Orlando Job Order Contract and the scope of work included:

- Site-work Grading, Drainage
- New Hardscape and Walkways
- Landscape & Irrigation
- Fencing & Gates
- Water Fountain
- Signage





Hillsborough County Aviation Authority - Baggage Claim Ceiling Tile Replacement

This project was performed under our City of Tampa Job Order Contract and consisted of replacing the $2x2 \times \frac{3}{4}$ " mineral fiber ceiling panels at the Red and Blue side baggage claim areas. We also repaired 5% of the 9/16 grooved ceiling grid system as well as replacement of all lamps in the existing light fixtures. All work was done at night so not to disturb airport operations or customer traffic.

- All temporary protection
- Demolition & disposal of existing ceiling tile at red and blue side baggage claim areas. Approx. 66,652 SF
- Replacement of existing grid as needed.
- Cleaning the existing to remain ceiling grid with environmentally friendly detergent
- Installation of new 2' x 2' x ¾" USG White Sandrift and USG White Frost ceiling tiles
- Installation of new 2' x 2' x ¾" USG Beige Frost ceiling tiles
- Removal and reinstallation of approximately 750 Sprinkler Head Escutcheons
- Removal and reinstallation of approximately 635 speakers
- Replacement of 2625 light lamps/bulbs
- Removal and reinstallation of approximately 140 Fire Alarm devices

City of Belleaire Beach - New Storage Building

This Project was performed under our State of Florida IDIQ Contract and the scope of work included:

- Construction of a New 720sf Storage Building
- Site Grading and Prep
- New Concrete Slab on Grade
- Masonry Walls
- Stucco Finish
- Wood engineered trusses
- Interior and exterior painting
- Shingle Roofing
- Overhead Doors
- Doors, Frames, & Hardware
- Electrical
- Landscape





City of Miami - PBA Fern Isle Park Redevelopment

This Project was performed under our City of Miami Job Order Contract and the scope of work included:

- Redevelopment of a neighborhood park along the south fork of the Miami River.
- The redeveloped park features a walking trail, fitness area, restroom pavilion, picnic areas, native plantings graced by locally quarried oolite rock features.
- This project completes a unique vision for the City of Miami.
- In a previous phase, the Tamiami Historic Swing Bridge was relocated to the site to join it with the neighborhood park across the river.

ASRC / USAF - Upgrade Facility Air Conditioning at Complex 14 Facility 10905

This HVAC Replacement Project was performed under our Cape Canaveral Air Force Station Job Order Contract and the scope of work included:

- Replacement of the existing split system with a new 15 ton system
- Removal of existing 15 ton Trane condenser on west exterior of facility 10905 blockhouse and replace with new
- Install variable speed drive with humidistat to help with humidity control
- All Electrical and low voltage work
- All coils were copper tube and copper fin construction with phenolic coating
- New unit was r-410a refrigerant
- New Supply, Return and Fresh air ductwork
- Replacement of line set with new and reuse the existing chases penetrating the blockhouse for copper and thermostat wiring
- Installed condensate drain line with trap
- New Grills ands Registers
- Applicable ceiling removal and replacement
- Performed operational checkout of unit after installation
- Test & Balance
- Commissioning





ASRC / USAF - Design and Pour Concrete Slab and Erect NOTU Owned Steel Building

This Project was performed under our Cape Canaveral Air Force Station Job Order Contract and the scope of work included:

- Location of all existing site utilities
- Survey & Layout required for locating new building outside ODS Quantity/Distance (explosive storage)
 After Survey location approval from NOTU is required
- Provide soil testing for stability analysis (submit results to NOTU requester, results should match to follow requirements per engineered drawing "Naval Station Mayport/MWR Deployed Forces Warehouse" provided
- Removal of all grass and unstable earth sand at building location provide suitable clean fill earth.
 Compact earth and new fill to prepare area to achieve 95% Mod. Proctor for new pour form place rebar and attachments per design engineered drawings S1 and S2 to match up with steel building components
- Pour concrete slab with smooth finish. All requirements per engineered drawing "Naval Station Mayport/ MWR-Deployed Forces Warehouse FO#21311" provided
- Provide and Install 4" PVC underground chase with slow 90 deg. elbow exterior of building and stub up to Interior with cap each end North West wall area for future electrical
- Add Joint sealant to all control joints with self-leveling polyurethane or equal
- Erect "Olympie Steel Building" (components located behind Green House) on new slab per engineered drawing "Naval Station Mayport/MWR-Deployed Forces Warehouse FO# 21311"
- Pick up and Install (Wayne Dalton mfg.) roll-up door (on base located at NOTU Support Bldg. 81701) and personnel door (on site), in end wall facing south direction
- Primer and paint an structure metal that is showing corrosion and any other unpainted metal
- Grade, compact, pour new reinforced concrete slab approximately 30'x 20'x 6" south wall of steel building for loading and unloading
- Achieve a final sodded grade B" min. below final floor elevation so water will run off away from new structure all sides
- Clean up remove and haul away all debris/trash from construction





City of Leesburg - Ski Beach Restroom Fire Damage Restoration

This Project was performed under our State of Florida IDIQ Contract and the scope of work included:

- Design & Engineering
- Installation of Temp fencing for construction/laydown area. Grounds To be restored after construction.
- Demolition of existing metal roof, trusses, drywall ceiling, insulation, lights on ceiling, all MEP above ceiling.
- Demo loose stucco at columns and beams, remove approx. 12" of stucco around the top of wall along perimeter to accommodate retrofit straps for new trusses. TBD by engineer.
- Demo existing pull down attic access and replace.
- Demo 2 exterior metal doors and 1 interior wood door. Salvage Door closures and install on new doors.
 Door frames to remain. Remove and reinstall mag locks of 2 exterior doors and reinstall on new doors.
- Demo 1 cracked window at restroom
- Remove bathroom partitions and reinstall once work is complete. Ensure proper reinstallation.
- Provide and install new Trusses and roof sheathing, sub fascia per existing drawings.
- Provide and install new insulation at ceiling per existing drawings.
- Provide and install new Metal Roof to match existing.
- Provide and install new MEP's above ceiling to include but not limited to exhaust, grilles, lights, occupancy sensor, conduits.
- Provide and install new drywall ceiling.
- Provide and install new pull-down attic access.
- Clean entire restroom walls, floors, bathroom fixtures, partitions, and tile.
- Repair stucco walls, beams, and columns, to include replacement/repair of stone cap.
- Pressure wash entire exterior of bldg. and adjacent walkways.
- Remove and install new water coolers per existing drawings.
- Paint exterior/interior of restrooms
- Provide and install new soffit and fascia per existing drawings.
- Provide and install new doors per existing drawings on door schedule. All hardware but to be new except for salvaged door closers.
- Provide new conduit and wiring above ceiling.
- Provide and install new lighting and exit signs per existing drawings.
- Provide and install plumbing vent stack above ceiling.
- Provide and install new restroom exhaust.
- Provide and install 1 new window per existing drawings.
- Demolition Debris Removal and disposal.



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

JOHNSON, GINA MARIE JOHNSON-LAUX CONSTRUCTION, LLC 650 GARDEN COMMERCE PARKWAY SUITE 100 WINTER GARDEN FL 34787

LICENSE NUMBER: CGC1519701

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: CGC1518236

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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State of Horida

Woman Business Certification

Johnson-Laux Construction

Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from: 12/10/2020 to 12/10/2022

Jonathan R. Satter, Secretary Florida Department of Management Services



Office of Supplier Diversity 4050 Esplanade Way, Suite 380 Tallahassee, FL 32399 850-487-0915 www.dms.myflorida.com/osd

State of Florida Department of State

I certify from the records of this office that JOHNSON-LAUX CONSTRUCTION, LLC is a limited liability company organized under the laws of the State of Florida, filed on August 18, 2000.

The document number of this limited liability company is L00000010290.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on January 6, 2022, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of January, 2022



Secretary of State

Tracking Number: 5454611105CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



Minority and Small Business Development

Certification Program This is to certify that in accordance with City of Tampa Ordinance 2008-89

Johnson-Laux Construction, LLC

is hereby certified as a

Women Business Enterprise (WBE)

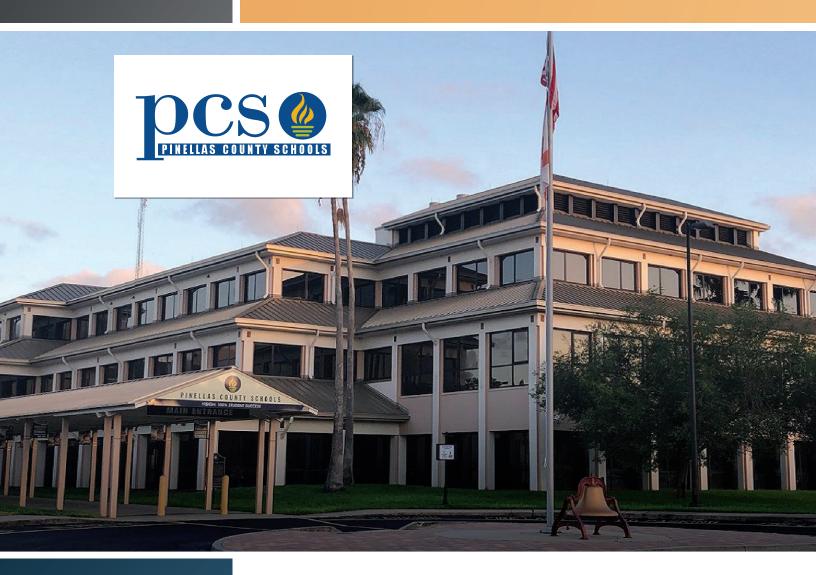
In the following specialty(ies)

Construction, Construction Manager, General Contractor, Design-Build, Cost Consultant, and Estimating

The certification is valid from October 11, 2021 to October 11, 2023

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in the firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.

Gregory K. Hart, Manager Minority and Small Business Manager



JOHNSON IL LAUX 650 Garden Commerce Pkwy, Ste 100 CONSTRUCTION Winter Garden, FL 34787 | 407.770.2180

TAB 11

BID FORM 12: Value Add Questionnaire Includes Supporting Documentation

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.

 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 goto-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

The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting Page **25** of **51** Section Three: Bid Submission and Required Forms | Performance, Capability, Qualification and Experience Forms

- 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

The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting Page **26** of **51**

Section Three: Bid Submission and Required Forms | Performance, Capability, Qualification and Experience Forms

- 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 The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting

Section Three: Bid Submission and Required Forms | Performance, Capability, Qualification and Experience Forms

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)



1. Licenses

Please see previously attached

2. Company Logos

Johnson-Laux Construction, LLC agrees to provide our logo to Pinellas Public Schools and OMNIA Partners and agrees to provide permission for reproduction of our logo in marketing communications and promotions.

3. Our Go-to-Market Strategy

Our plan to immediately implement the Master Agreement as supplier's primary go to market strategy for public agencies to supplier's teams will start with Johnson-Laux Executive Leadership endorsing and sponsoring the award as the public sector go-to-market strategy within the first 10 days of award. In addition, Johnson-Laux will implement the OMNIA specific Training and Education program for all Suppliers Employees, Sales Force, and Executive Leadership within the first 90 days of award.

The implementation of the go-to market strategy plan for this contract start with our Job Order Contracting Commitment and Experience. We are a Job Order Contractor. 70% of our Revenue comes from JOC and/or Performance based Continuing Services Contracts just like this one. All 102 Johnson-laux employees are JOC experienced. We specifically market JOC. We specialize in Job Order Contracting. We also specializing in constructing projects within and around occupied and functioning facilities, Johnson-Laux has been in business for 22 years, since 2000, performing repair, rehabilitation and construction projects. In 2001, Johnson-Laux Construction began performing our first Job Order service type contract by serving as continuing maintenance contractor for Hilton Grand Vacations Corporate Office in Orlando, FL. Since then we have continued to pursue and obtain a number of Job Order, Continuing Services, and IDIQ style contracts with a variety of clients in both the public and private sectors. Johnson-Laux has successfully performed the following job order service type contracts:

- Sourcewell—State of Florida IQCC Multiple Regions
- Pinellas County Job Order Contract
- Hillsborough County Public Schools CMAR Continuing Services Contract
- Orange County Public Schools Continuing CMAR for projects less than \$4m
- Miami Dade County Public Schools Continuing CMAR for projects less than \$4m
- FSU Job Order Contract
- Sourcewell State of Georgia IQCC
- City of Tampa– Job Order Contract
- City of Miami Job Order Contract
- Miami Dade County Public Schools Job Order Contract
- Broward County Public Schools Job Order Contract
- Sourcewell State of Ohio ezIQC
- City of Atlanta Job Order Contract (large and small)
- MARTA Job Order Contract
- NJPA West Central Florida Housing ezIQC
- InDyne, USAF "Job Order Contract" for work associated with Cape Canaveral Air Force Station

(CCAFS), Florida Annexes, Patrick AFB, and Kennedy Space Center.

- Palm Beach County Job Order Contract
- University of Central Florida—Continuing Services Contract
- Orange County Public Schools—Continuing Services GC Contract
- Jackson Health Job Order Contract
- The Greater Orlando Aviation Authority "Continuing Vertical Construction Services" for projects at Orlando International and Orlando Executive Airports.
- City of Longwood City Wide Job Order Contracts (JOC) for Miscellaneous General Construction
- City of Orlando Job Order Contracting Services
- Osceola County General Contractor Services on a Task Authorization Basis
- Adventist Healthcare, MD IDIQ Continuing Services General Contractor
- Florida Hospital Waterman IDIQ Continuing Construction Services Contract
- Hilton Grand Vacations- IDIQ Continuing Construction Services Contract

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4. Marketing Strategy to Current Agencies, Existing Customers, and Prospective Agencies

Within the first 90 days of award, Johnson-Laux will publish the announcement of the Master Agreement details and contact information on our website, commence with the design, publication and distribution of co-branded marketing materials, as well as the creation and distribution of co-branded press releases to trade publications. We are committed to attending and participating with OMNIA partners at regional NIGP meetings, cooperative summits, trade shows, conferences and meetings throughout the term of the Master Agreement as well as designing and publishing regional advertising in trade publications, ongoing marketing and promotion, case studies, collateral pieces, presentations, and promotions. In addition, Johnson-Laux will provide a dedicated OMNIA Partners Internet web-based home page on our website.

Our plan to market the master agreement to current participating public agencies immediately upon award includes our commitment to actively promoting the Job Order Contract by establishing a marketing program that will advance the use of this contract throughout our respective awarded Regions while establishing a team structured partnership relationship with OMNIA and its members. Our firm's marketing efforts will be led by Steve Adams, Director of Business Development for Johnson-Laux Construction. His significant JOC and IDIQ contract experience, Passion for exceptional customer service and a can do attitude will ensure the development of long term successful relationships with both existing and new OMNIA members. To assist Steve in the marketing efforts, Johnson-Laux has added to its staff an assistant Business Development Rep as well as a Marketing Coordinator to promote the State of Florida OMNIA Cooperative Purchasing program. This commitment of additional staff allows Johnson-Laux Construction to visit the decision makers in our awarded areas more often, which allows us to gain a better understanding of their needs. By listening to our potential clients concerning their needs, we are more able to show and explain how the JOC program can help them with their construction and repair projects.

Our philosophy is that marketing and customer service go hand in hand and involve each and every one of our company staff members from company principals, project managers, superintendents, accounting personnel, administration, laborers, and all of our subcontractors and vendors. Our marketing efforts will begin immediately upon award of the Contracts; our plan consists of developing an in-depth understanding of the OMNIA Cooperative structure and its membership in order to provide us with the foundation and proper knowledge to begin our endeavor. With the permission and guidance of OMNIA, we will identify all current member cities, counties, governmental agencies, colleges, universities, and other non-profit organizations in an effort to introduce our firm's qualifications and management staff. We will maintain regular contact with all members in an effort to schedule in-person introduction meetings in order to understand their needs, their staffing structure, their protocol, and to be ready, willing and able to immediately respond when called upon.

We will follow up via telephone correspondence on a monthly basis to discuss potential current projects, current needs, assignments, future projects and to coordinate and schedule regular bi-monthly and/or quarterly in-person meetings. We will follow through with all requests, and continually meet and exceed their needs. Our plan also consists of identifying all local, qualified vendors and subcontractors in each and every region. We will interview the local subcontractors in order to gain knowledge and insight to which entities and/or agencies that they possess relationships with and request their assistance for introduction meetings with the applicable contracting and purchasing personnel. Our efforts to market to non OMNIA members will consist of the appropriate guidance, permission, best practices, do's and don'ts, and the assurance that Johnson-Laux will closely coordinate with OMNIA and adhere to all proper service cooperative protocol.

Our approach for non-member marketing will include the same requests for introduction meetings, follow up



teleconferences, monthly and/bi monthly in-person meetings, production and submittal of OMNIA approved literature explaining our capabilities, our qualifications, the JOC program, Johnson-Laux, OMNIA Members and The Gordian Group references, as well as the numerous benefits of the JOC program such as; Easy and Convenient Procurement and Construction Process Faster Response Time to Accomplish Projects Fixed Price Construction Contractor "On Call" 24 hours a day, 7 Days a Week High Level of Quality Pre-Qualified Proven Performance based Contractor Positive "Can Do" Team Approach and Attitude Non-adversarial/Partnership Relationship Emergency Response Capability OMNIA Membership Benefits JOC/The Gordian Group Support Structure and Training We believe that marketing does not end with the award of a project. It does not end with a phone call. It does not end with a meeting or a brochure. Marketing is not a simple task and does not rest solely on the shoulders of one person.

At Johnson-Laux, our entire firm realizes that our marketing efforts and approach is a company wide ongoing responsibility of each and every one of our team members. At Johnson-Laux, our marketing starts and ends with our communication, customer service, and performance. Exceptional performance and customer service leads to repeat work which in turn leads to successful long term client relationships. Any construction company can offer job completion, but at Johnson-Laux Construction we realize that without our clients, we would not be in existence and without our continued marketing approach led by our philosophy of treating each and every client like they are our only client, we would not have any of our longstanding repeat client relationships.

5. Transition of existing agencies

Johnson-Laux will make every effort to transition our existing public agency customer accounts to the Master Agreement available through OMNIA Partners. Below is a list of our current cooperative contracts:

- Sourcewell Florida
- Sourcewell Georgia
- Sourcewell Maryland
- Sourcewell Virginia

6. OMNIA Partners logos

Johnson-Laux acknowledges that use of OMNIA Partners logo will require permission for reproduction.

7. Sales Initiatives

Johnson-Laux will be proactive in direct sales of goods and services to Public Agencies and the timely follow up to leads established by OMNIA Partners. Steve Adams will serve as the Business Development Director/Account Manager for the Master Agreement and has served in the same role within the state of Florida for the past ten years. Steve will work in cooperation with OMNIA to develop a marketing strategy and provide avenues to equally market and drive sales through the Master Agreement and program to all OMNIA Partners and Potential Partners. Steve will actively market in cooperation with OMNIA all available services to current Partners, as well as Potential Partners. Mr. Adams will be assisted by Brandi Rogers, our Marketing Coordinator. In addition our sales initiatives will communicate that the Master Agreement was competitively solicited and publicly awarded by a principal procurement agency, that it contains the best government pricing, that there is no cost to participate, and the agreement is non-exclusive.





8. Sales Training

Johnson-Laux will train its sales force on the Master Agreement and at a minimum our sales training will include key features of the Master Agreement, working knowledge of the solicitation process, awareness of the range of public agencies that can utilize the Master Agreement, and Knowledge of the benefits of the use of cooperative contracts.

9. Organization Structure

Johnson-Laux Construction proposes the following contract management plan and organization structure, which is designed to deliver superior results. In order to maintain operational efficiency and achieve industry best practices, the team is structured to maintain accountability through a single point of contact at the Project Manager level. The Project Manager is trained to most effectively guide external vendors and internal users from initial conception through punch-list completion.

The functions, responsibilities and identities of our proposed on site project management staff include the following IDIQ/JOC experienced personnel:

Executive Contact:

Kevin Johnson will serve as the Executive Contact for the OMNIA JOC and will be responsible for the success of the engagement. Kevin Johnson is a licensed General Contractor and a LEED AP with 28 years of Construction Management experience. Kevin possesses extensive experience with the e-Gordian[®] software construction task catalog/estimating system. Kevin will be assigned to this contract for the entire duration.

Account Manager:

Steve Adams will serve as the Account Manager and Marketing Director for the OMNIA JOC and has served in the same role within the state of Florida and Georgia for the past ten years. Steve will work in cooperation with OMNIA Partners to develop a marketing strategy and provide avenues to equally market and drive sales through the Agreement and program to all OMNIA Partner Agencies and Potential Agencies. Steve will actively market in cooperation with OMNIA all available services to current Partners, as well as Potential Agencies. Mr. Adams will be assisted by Brandi Rogers, our Marketing Coordinator.

Contract Manager:

John Toth will serve as the Contract Manager for the OMNIA JOC and has an extensive management and customer service background. John has managed all Florida Operations and our current State of Florida IDIQ contract for the past 16 years. John will be assigned to this contract for the entire duration. Mr. Toth will be the point of contact (POC) for OMNIA, OMNIA Partner Agencies, and The Gordian Group

Project Managers:

James Powell is the proposed Primary Project Manager for the OMNIA JOC. James has been the primary PM for our Florida IDIQ for the past year and holds the specific and extensive IDIQ/JOC experience required for this exciting endeavor. Johnson-Laux employs numerous JOC experienced PMs in the state of Florida who will assist Mr. Powell when the number of projects exceeds the capability of a single project manager.

Mitch Menard, as your JOC Project Manager, has the technical disciplines which are required for IDIQ/JOC. In this vital role, his primary responsibilities include schedule preparation, pre-planning and resource forecasting for engineering and other technical activities relating to the project. He will ensure performance management of vendors and that projects are completed according to project plans. Mitch also manages project team resources and training.





Proposal Managers/Estimators:

Paul Fostock and Ronnie Hewan are the Estimators for the OMNIA JOC and will oversee all cost estimating activities. They will have the responsibility to prepare work order proposal packages and negotiate with subcontractors. Both Paul and Ronnie hold the specific and extensive IDIQ/JOC experience required for this exciting endeavor with the State of Florida.

Project Superintendents:

Our depth of experienced Superintendents for this contract will have the responsibility to supervise all construction activities. The majority of our Superintendents have more than 10 years of field management experience. All possess OSHA 30 certification, and all are experienced IDIQ Field Managers. Other field management and/or job site support staff will be added for peak workload requirements as required.

Project Coordinator:

Shannon Zeilic will be our project administrator for this contract. Ms. Zeilic brings to Johnson-Laux a number of years of experience in task order project coordination. She has extensive experience in working closely with owners, architects, engineers, and space planners. Her responsibilities include the procurement of subcontracts/purchase orders/change orders, submittal management, plans coordination and preparation of RFIs. Her 17 years of project administration experience includes medical, educational, government, office, and airport projects.

Our proposed management and support staff will are committed to working with Gordian and OMNIA Partners team to implement, grow and service the program.

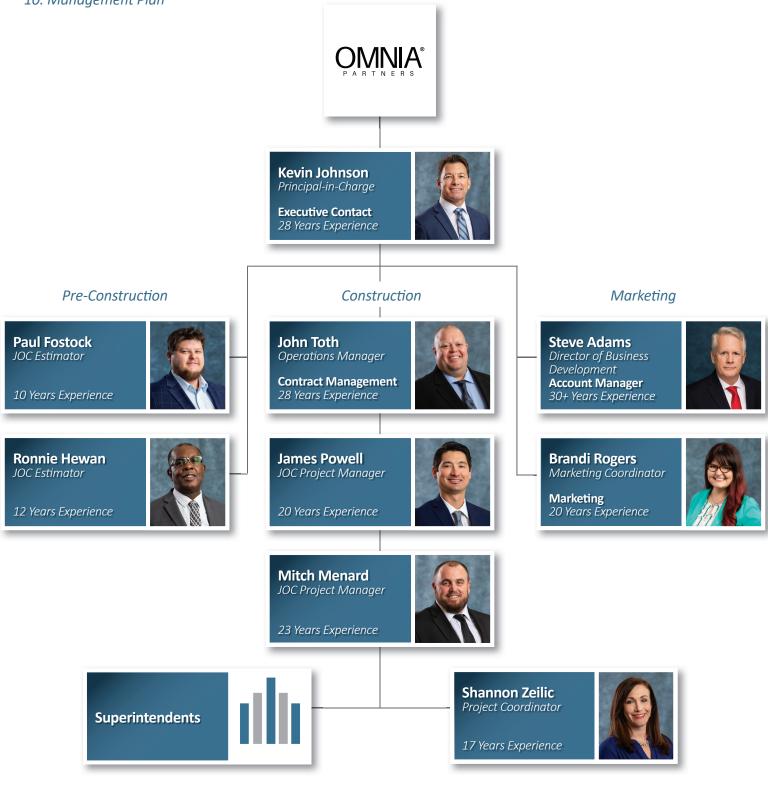




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Job Order Contracting Services in the State of Florida Contract Number: 23-909-027

BID FORM 12: VALUE ADD QUESTIONNAIRE 10. Management Plan





10. Management Plan

Johnson-Laux Construction proposes the following contract management plan and organization structure, which is designed to deliver superior results. In order to maintain operational efficiency and achieve industry best practices, the team is structured to maintain accountability through a single point of contact at the Project Manager level. The Project Manager is trained to most effectively guide external vendors and internal users from initial conception through punch-list completion.

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Executive Contact:

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- Maintain continuous contact with John Toth (JLC Operations Manager) in support of staffing and personnel needs, forecasting, planning, and continued customer satisfaction
- Understand each OMNIA Partner's goals, needs and sensitive issues
- Assembling and managing the most qualified Johnson-Laux personnel to be a part of this endeavor
- Managing/overseeing the Johnson-Laux JOC management team/teams
- Managing the Quality Control Program
- Interfacing with and managing the Johnson-Laux quality control manager
- Hiring of new IDIQ/JOC qualified and experienced employees when and if applicable
- Performing quality control reviews of the certified payroll reports when applicable
- Ensure complete and timely progress reporting, certified payrolls, invoicing, and project closeouts
- Ensure contract terms and conditions are adhered to fully

Mr. Johnson's resume, with contact information is enclosed.

Account Manager:

Steve Adams will serve as the Account Manager and Marketing Director for the OMNIA JOC and has served in the same role within the state of Florida and Georgia for the past ten years. Steve will work in cooperation with OMNIA Partners to develop a marketing strategy and provide avenues to equally market and drive sales through the Agreement and program to all OMNIA Partner Agencies and Potential Agencies. Steve will actively market in cooperation with OMNIA all available services to current Partners, as well as Potential Agencies. Mr. Adams will be assisted by Brandi Rogers, our Marketing Coordinator.

Mr. Adam's and Mrs. Rogers' resumes are enclosed.



Contract Manager:

John Toth will serve as the Contract Manager for the OMNIA JOC and has an extensive management and customer service background. John has managed all Florida Operations and our current State of Florida IDIQ contract for the past 16 years. John will be assigned to this contract for the entire duration. Mr. Toth will be the point of contact (POC) for OMNIA, OMNIA Partner Agencies, and The Gordian Group, and has full authority to:

- Accept work orders
- Prepare, submit, and negotiate work order proposals
- Implement and manage approved projects
- Obligate Johnson-Laux in contractual matters
- Obtain necessary licenses and permits for projects
- Attend and/or assign personnel for Joint Scope Meetings
- Ensure complete and timely progress reporting, certified payrolls, invoicing, and project closeouts
- Solicit and competitively select construction subcontractors
- Maintain continuous contact with project owners to report progress, resolve concerns, and ensure customer satisfaction
- Ensure contract terms and conditions are adhered to fully
- Coordinate directly with company President to obtain any additional resources required to ensure projects are performed completely and on a timely basis
- Comply with provisions of the Florida Public Records law
- Develop, review, manage, and maintain the Project Schedule
- Develop and maintain project management logs, status reports, security logs, and look-ahead near term schedules
- Ensure proper safety and security procedures are maintained and rigorous quality management procedures are in place
- Ensure adequate photographs of the projects are maintained

Mr. Toth's resume is enclosed.

Project Managers:

James Powell is the proposed Primary Project Manager for the OMNIA JOC. James has been the primary PM for our Florida IDIQ for the past year and holds the specific and extensive IDIQ/JOC experience required for this exciting endeavor. Johnson-Laux employs numerous JOC experienced PMs in the state of Florida who will assist Mr. Powell when the number of projects exceeds the capability of a single project manager.

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Top 5 Agencies	Sales	Contact
GA National Guard	\$8,615,133	Russell Isabelle russel.r.isabelle.nfg@army.mil
City of Miami	\$3,707,812	Anthony Rolle arolle@miamigov.com
Charlotte County Airport Authority	\$3,319,665	Ron Ridenour rridenour@flypgd.com
City Of Savannah	\$2,706,305	Carol Moon cmoon@savannahga.gov
School Board of Broward County	\$2,644,392	Phillip Kaufold pkaufold@browardschools.com

11. Public Agency sales for the previous fiscal year

12. Information systems capabilities

Johnson-Laux does not have any limitations regarding order management through receipt of payment. Finance and Operations work cohesively and are very experienced in Job Order Contracting process, procedures, preconstruction, construction, and closeout. Johnson-Laux proposes to utilize Sage Accounting and Procore Project Management Software as well as other operational information system platforms such as P-6, MS project, MS Teams, MS Office, etc.

13. Supplier's strategies when responding to a solicitation

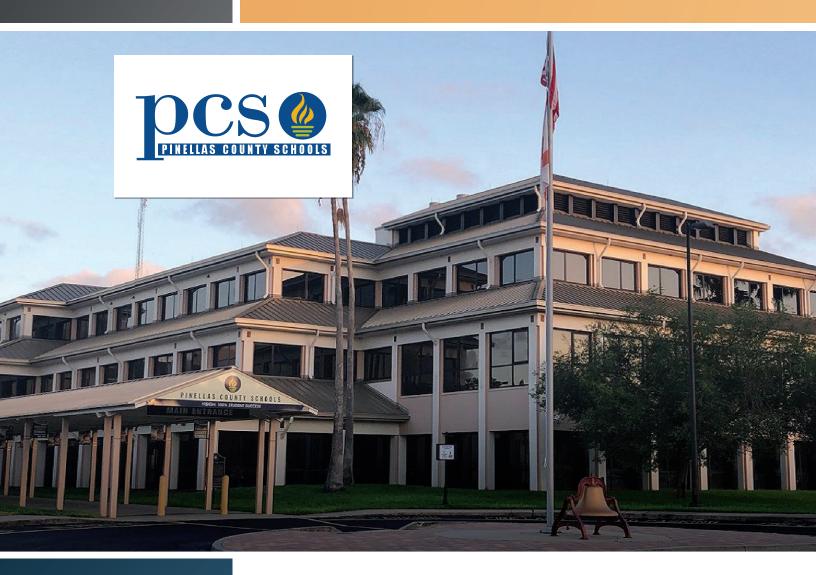
In the event that a public agency issues their own solicitation outside of the Master Agreement, Johnson-Laux will evaluate all options, and discuss/communicate/coordinate the plan with OMNIA prior to proceeding with any of the aforementioned options and/or combination of such.

14. Licenses and certifications

See previously attached documentation

15. Additional Products or Services N/A 16. Discounts

16. Discounts N/A JOHNSON IIII LAUX



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TAB 12

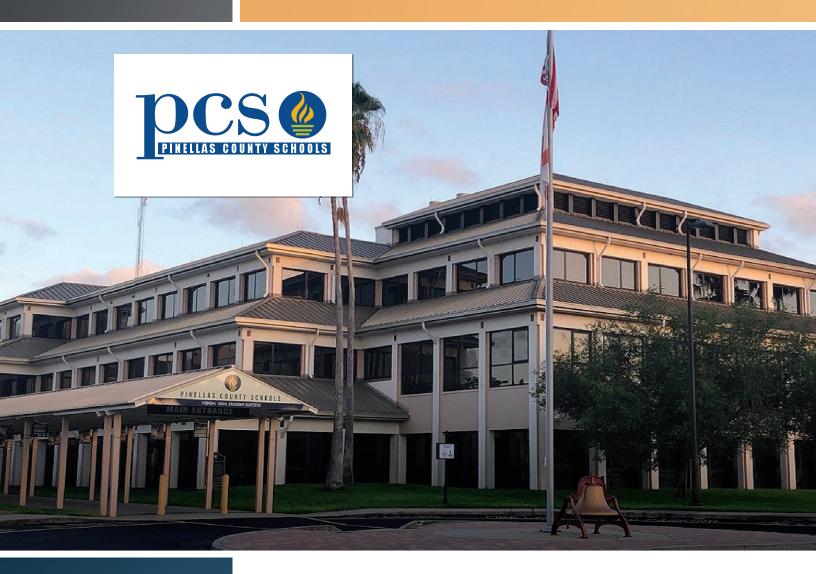
BID FORM 13: Agreement to work in all Regions of the State

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 <u>NOT</u> consider working outside of the Geographic Region. <u>Signature</u>				
The Bidder shall ack	nowledge this Bid by signing and completing the spaces provided below:			
Name of Bidder:	Johnson-Laux Construction, LLC			
City/State/Zip:	Winter Garden, FL 34787			
Telephone No.:	407-770-2180			
If a partnership, nan	nes and addresses of partners:			
_ N/A				
Notarized				
Subscribed and swo	rn to before me this <u>26th</u> day of <u>August</u> , 20 <u>2</u>			
Notary Public in and	for the County of <u>Orange</u>			
State of <u>Florida</u>	Notary Public State of Florida Anita Birball			
My commission expires: 5/13/2026 Signature: Anita Birbal				



JOHNSON IL LAUX 650 Garden Commerce Pkwy, Ste 100 CONSTRUCTION Winter Garden, FL 34787 | 407.770.2180

TAB 13

BID FORM 14: Federal Certifications

BID FORM 14: FEDERAL CERTIFICATIONS

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.
 (c) The term does not include:

- (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
- (2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

- (ii) A subsidy;
- (iii) A loan;
- (iv) A loan guarantee; or
- (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting

Page **30** of **51**

Section Three: Bid Submission and Required Forms | Federal Funds Certifications and Forms

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES KJ 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 KJ Initials of Authorized Representative of offeror

(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 KJ 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 KJ 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 KJ 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

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 KJ

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 KJ 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, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES ______ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment,

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or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES KJ 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 KJ 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 seg.; 49 C.F.R. Part 18).

Does offeror agree? YES KJ 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 KJ Initials of Authorized Representative of offeror

_____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.

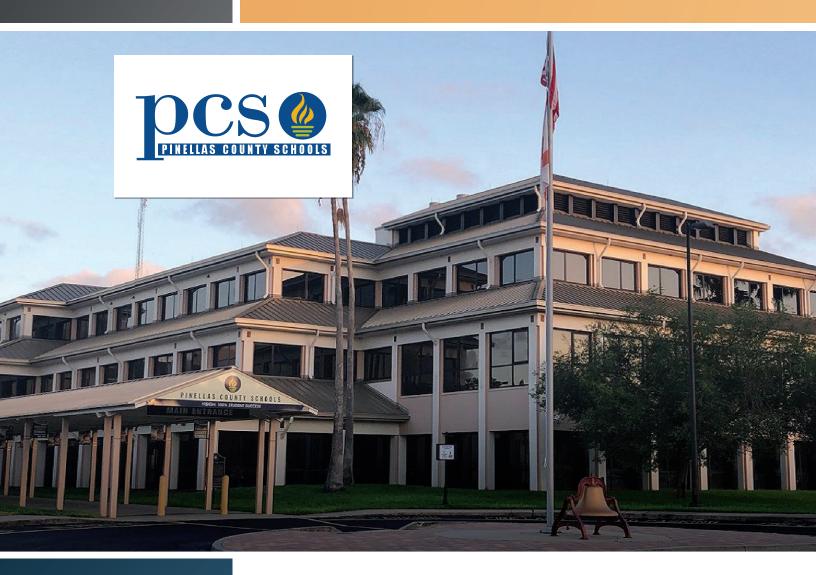
Does offeror agree? YES ____ KJ

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.

Does offeror agree? YES KJ Initials of Authorized Representative of offer	or	
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: Johnson-Laux Construction, LLC		
Address, City, State, and Zip Code: 650 Garden Commerce Parkway, Suite 100 Winter Garden, Fl 34787		
Phone Number: (407)770-2180 Fax Number: (407)770-2181	-	
Printed Name and Title of Authorized Representative : Kevin Johnson, Vice President	_	
Email Address: kevin@johnson-laux.com		
Signature of Authorized Representative:Date:Date:Date:		

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JOHNSON IL LAUX 650 Garden Commerce Pkwy, Ste 100 CONSTRUCTION Winter Garden, FL 34787 | 407.770.2180

TAB 14

BID FORM 15: FEMA Special Conditions

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, \P 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

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. <u>Termination for Convenience:</u>

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.

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(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. <u>Applicability of Davis-Bacon Act</u>. 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. <u>It does not apply to</u> <u>other FEMA grant and cooperative agreement programs, including the Public</u> <u>Assistance Program</u>.
- 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 aweek.
- 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.

The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that f. 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, ¶ Ε.
- 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) <u>Overtime requirements</u>. 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) <u>Violation; liability for unpaid wages; liquidated damages</u>. 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) <u>Withholding for unpaid wages and liquidated damages</u>. 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) <u>Subcontracts</u>. 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. <u>Rights to Inventions Made Under a Contract or Agreement</u>.
 - a. <u>Stafford Act Disaster Grants</u>. This requirement <u>does not apply to the Public Assistance</u>, 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 The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting

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. <u>Clean Air Act and the Federal Water Pollution Control Act</u>. 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. <u>See</u> 2 C.F.R. Part 200, Appendix II, ¶ G.
 - a. <u>The following provides a sample contract clause concerning compliance for contracts of</u> <u>amounts in excess of\$150,000</u>: "<u>Clean Air Act</u>
 - (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 Indiantribal 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. <u>Debarment and Suspension</u>.
 - a. <u>Applicability:</u> 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 andSuspension).
 - 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 <u>www.sam.gov</u>. 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. <u>The following provides a debarment and suspension clause. It incorporates an optional</u> <u>method of verifying that contractors are not excluded or disqualified</u>:

"Suspension and Debarment

- 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. <u>Applicability</u>: 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. <u>See</u> 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. <u>See PDAT Supplement</u>, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. <u>The following provides a Byrd Anti-Lobbying contract clause</u>:

"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 in connection with obtaining any Federal contract, *The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting*

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 certifyand 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, Johnson-Laux Construction, LLC _____, 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.

	08/26/2022
Signature of Contractor's Authorized Official	Date
Kevin Johnson - Vice President	

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 performanceschedule;

- (ii) Meetingcontract 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-cpgprogram."

11. Additional FEMARequirements.

- 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. <u>Access to Records</u>.

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. <u>See</u> DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. <u>The following provides a contract clause regarding access to records:</u>

"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. <u>See_DHS</u> Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
 - b. <u>The following provides a contract clause regarding DHS Seal, Logo, and Flags</u>: "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. <u>The following provides a contract clause regarding Compliance with Federal Law,</u> <u>Regulations, and Executive Orders</u>: "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 FederalGovernment.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to The School Board of Pinellas County Prohibits Discrimination In All Purchasing and Contracting any matter resulting from the contract.

- b. <u>The following provides a contract clause regarding no obligation by the Federal</u> <u>Government</u>: "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. <u>The following provides a contract clause regarding Fraud and False or Fraudulent or</u> <u>Related Acts</u>: "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:

Johnson-Laux Construction, LLC

Address, City, State, and Zip Code:

650 Garden Commerce Pkwy, Ste 100, Winter Garden, FL 34787

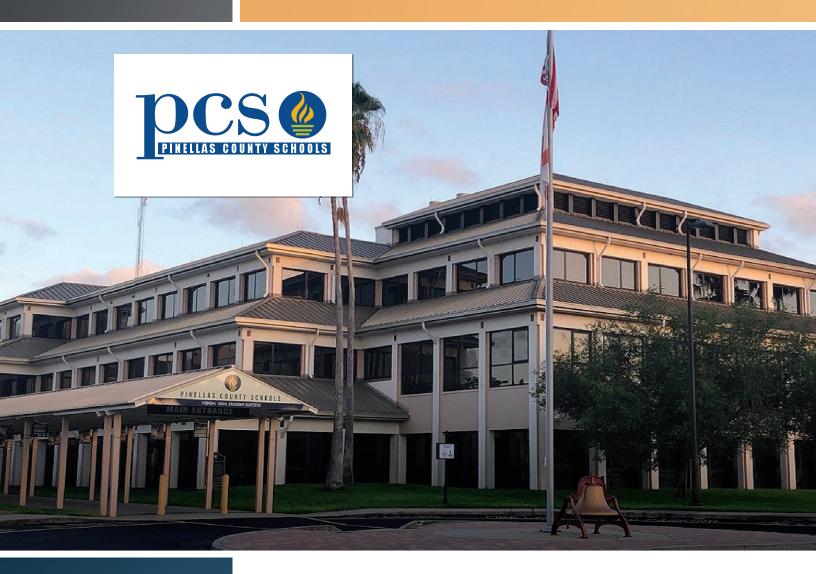
Phone Number: 407-770-2180 ______Fax Number: 407-770-2181

Printed Name and Title of Authorized Representative: Kevin Johnson - Vice President

Email Address: kevin@johnson-laux.com

Signature of Authorized Representative:

Date: 08/26/2022



JOHNSON IL LAUX 650 Garden Commerce Pkwy, Ste 100 CONSTRUCTION Winter Garden, FL 34787 | 407.770.2180

TAB 15

BID FORM 16: Signature Form

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.

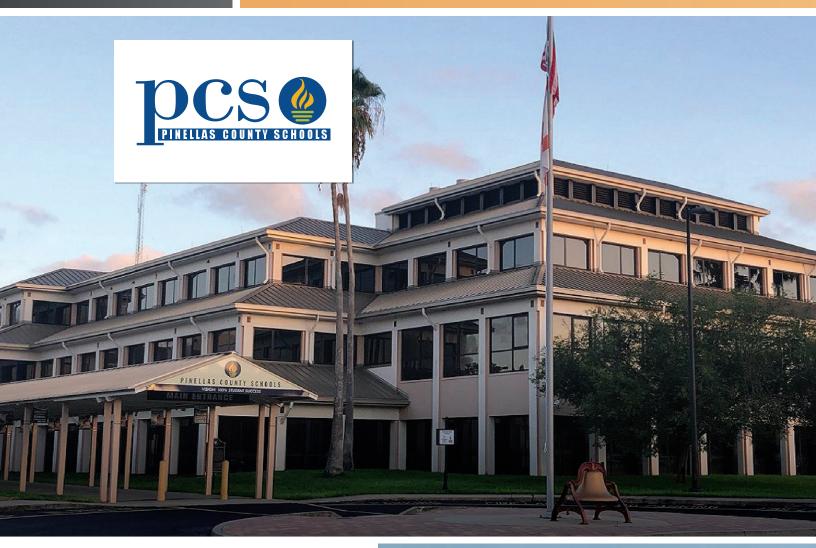
Company Name:	Johnson-Laux Construction, LLC
Address:	650 Garden Commerce Pkwy, Ste 100
City/ State/ Zip:	Winter Garden, FL 34787
Telephone No:	407-770-2180
Fax No:	407-770-2181
Email Address:	kevin@johnson-laux.com
Printed Name:	Kevin Johnson
Position with Company:	Vice President
Authorized Signature	\mathcal{V}

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



Johnson 🛍 Laux CONSTRUCTION

LOCATIONS

650 Garden Commerce Pkwy, Ste 100 Winter Garden, FL 34787 | 407.770.2180

4751 Jim Walter Blvd, Ste 507 Tampa, FL 33607 | 813.474.7500

4350 Oakes Road, Unit 514 Davie, FL 33314 | 754.701.2988

7001 Chatham Center Dr, Ste 600 Savannah, GA 31405 | 912.480.0580

3200 Cobb Galleria Parkway, Ste 275 Atlanta, GA 30339 | 404.795.8335

www.johnson-laux.com

