



MASTER AGREEMENT #051926
CATEGORY: Pre-Engineered Buildings with Related Materials and Services
SUPPLIER: Johnson-Laux Construction, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Johnson-Laux Construction, LLC, 650 Garden Commerce Parkway, Suite 100, Winter Garden, FL 34787 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article I:
General Terms

The General Terms in this Article I control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article II), and between Supplier and Participating Entity (Article III), respectively. These Article I General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- A. **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- B. **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- C. **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction and respective funding source restrictions. Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing Sourcewell's Cooperative Purchasing Program Master Agreements.

- D. **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

Term. This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 21, 2030, unless it is cancelled or extended as defined in this Agreement.

1. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- E. **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- F. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #051926 ("RFP") to Participating Entities. In Scope solutions include:

Sourcewell is seeking proposals for Pre-Engineered Buildings with Related Materials and Services including, but not limited to:

- a. Steel frame buildings, wood frame metal buildings, hybrid wood and steel buildings, precast concrete, and prefabricated buildings; and
 - b. Services complementary to the solutions described in Section 1. a. above, including design build services, site preparation, installation, demolitions and disposal of existing structures, inspection, repair, and maintenance. However, this solicitation should NOT be construed to include "services only" solutions.
- G. **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- H. **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- I. **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- J. **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

K. **Open Market.** Supplier's open market pricing process is included within its Proposal.

L. **Supplier Representations:**

1. **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
2. **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
3. **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

M. **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

N. **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

O. **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).**

1. Sourcewell issued the RFP for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entities. Sourcewell did not issue the RFP or award any master agreement under a federal award. Participating Entities are responsible for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements.
2. Participating Entities that are Recipients or Subrecipients of United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. The terms and conditions of Attachment 1 apply when a Participating Entity accesses Supplier's Included Solutions using FEMA funding sources and to other federal funding sources, as applicable. Participating Entities may have additional requirements based on specific funding source terms or conditions. Participating Entities will be responsible for notifying suppliers of any applicable

requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.

- All references to “recipient,” “non-federal entity,” or “subrecipient” should be interpreted to mean the Participating Entity accessing Included Solutions under this Agreement;
- All references to “supplier” or “contractor” should be interpreted to mean the Supplier;
- All references to “subcontractor” should be interpreted to mean subcontractors of Supplier offering the Included Solutions;
- None of the references should be interpreted as reference to Sourcewell; and
- None of the terms or conditions within this Section should be interpreted to obligate Sourcewell in any way.

Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity’s compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing this Master Agreement.

EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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 C.F.R. § 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 C.F.R. § 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. Supplier must comply with all applicable Davis-Bacon Act provisions.

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 C.F.R. § 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, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. **The Supplier further certifies** that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

BUY AMERICAN PROVISIONS COMPLIANCE. Sourcewell issues solicitations for indefinite quantity cooperative purchasing master agreements which are made available to eligible public agencies. Sourcewell does not issue its solicitations or award its master agreements under any federal award, or specifically under any federal procurement standards related to Buy American or domestic preference. When utilizing federal funding, non-federal entities maintain responsibility for compliance with any specific requirements of the funding award including Buy American. Agencies should specifically verify whether the prospective purchasing implicates Buy American or other domestic preference requirements prior to executing any transaction document with suppliers. When domestic preference requirements are applicable, purchasing agencies must notify suppliers of requirements and either apply the appropriate preferences or secure an appropriate exemption and properly document the process prior to completing a purchase. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 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 C.F.R. § 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 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.

FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.

Article II: Sourcewell and Supplier Obligations

The Terms in this Article II relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- A. **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- B. **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
- Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- C. **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- D. **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- E. **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

- F. **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- G. **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- H. **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- I. **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- J. **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

- K. **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- L. **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- M. **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- N. **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- O. **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- P. **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- Q. **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- R. **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- S. **Grant of License.**

1. During the term of this Agreement:

- a. **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- b. **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

4. Termination. Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

T. Venue and Governing law between Sourcewell and Supplier Only. The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

U. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that

provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

- V. **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
1. **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 2. **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 3. **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 4. **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
 5. **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- W. **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' **written** notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- X. **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of **material** breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article III: Supplier Obligations to Participating Entities

The Terms in this Article III relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article I General Terms control over any conflict with this Article III. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- A. **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- B. **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs. Participating Entities are encouraged to establish flexibility delivery schedules whenever possible.
- C. **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- D. **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- E. **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- F. **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- G. **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- H. **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar **document** extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

ATTACHMENT 1**PROVISIONS FOR PARTICIPATING ENTITIES' PROCUREMENTS UNDER UNITED STATES FEDERAL GRANT-FUNDED AWARDS AND FEMA AWARDS**

Sourcewell's Cooperative Purchasing Program Master Agreements are available to Participating Entities. A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction and respective funding source restrictions. Participating Entities that are Recipients or Subrecipients of United States federal grant or other federal funding, including through the Federal Emergency Management Agency (FEMA), to purchase solutions from the Master Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200.

Participating Entities may have additional requirements based on specific funding source terms or conditions. Accordingly, Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing the Master Agreement.

Within this Attachment:

- All references to "federal" should be interpreted to mean the United States federal government. All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing the Master Agreement;
- All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
- All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the solutions under the Master Agreement;
- None of the references should be interpreted as reference to Sourcewell; and
- None of the terms or conditions within this Attachment should be interpreted to obligate Sourcewell in any way.

The following terms and conditions apply when a Participating Entity accesses Supplier's solutions under the Master Agreement using United States federal funding sources.

A. Davis-Bacon Act, As Amended (40 U.C.S. § 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 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Suppliers 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, Suppliers 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 C.F.R. § 3, "Suppliers 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 Supplier 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

B. Copeland "Anti-Kickback" Act.

1. **Supplier.** The Supplier shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
2. **Subcontracts.** The Supplier or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier 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 Supplier and subcontractor as provided in 29 C.F.R. § 5.12.

C. Contract Work Hours And Safety Standards Act (40 U.S.C. § 3701-3708).

1. **Overtime requirements.** No Supplier or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5) the Supplier and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Supplier 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 (b)(1) of this section (29 C.F.R. §5.5), in the sum of \$27 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 (b)(1) of this section (29 C.F.R. §5.5).

3. **Withholding for unpaid wages and liquidated damages.** The grant recipient or sub-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 Supplier or subcontractor under any such contract or any other federal contract with the same prime Supplier, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Supplier, such sums as may be determined to be necessary to satisfy any liabilities of such Supplier or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section (29 C.F.R. §5.5).

4. **Subcontracts.** The Supplier or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section (29 C.F.R. §5.5) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section (29 C.F.R. §5.5). Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

D. Rights To Inventions Made Under a Contract or Agreement.

If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

E. Clean Air Act (42 U.S.C. § 7401-7671q.) And The Federal Water Pollution Control Act (33 U.S.C. § 1251-1387).

Contracts and subgrants of amounts in excess of \$150,000 require 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).

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

F. Debarment And Suspension (Executive Orders 12549 And 12689).

A contract award (see 2 C.F.R. § 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 OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).

Suppliers who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 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 who in turn will forward the certification(s) to the federal awarding agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

If applicable, Suppliers must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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.

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.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. 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 Supplier, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Supplier understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Supplier's Authorized Official

Name and Title of Supplier's Authorized Official

Date

H. Record Retention Requirements.

To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. Energy Policy And Conservation Act Compliance.

To the extent applicable, Supplier must 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.

J. Buy American Provisions Compliance.

Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. Access to Records (2 C.F.R. § 200.336).

Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents. (For FEMA funded projects see paragraph X.)

L. Procurement of Recovered Materials (2 C.F.R. § 200.322).

A non-federal entity that is a state agency or agency of a political subdivision of a state and its Suppliers 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 C.F.R. § 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 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.

M. Federal Seal(s), Logos, And Flags.

The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval. (For FEMA funded projects see paragraph X.)

N. No Obligation by Federal Government.

The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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

The Supplier acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. Federal Debt.

The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. Conflicts Of Interest.

The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. Executive Order 13224.

The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment.

To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216. (For FEMA funded projects see paragraph X.)

T. Domestic Preferences for Procurements.

To the extent applicable, Supplier certifies that during the term of this Contract, and any underlying contracts with Participating Entities, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

U. Build America, Buy America Act (BABAA).

Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an

infrastructure project, unless a domestic preference requirement is waived by the federal awarding agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal awarding agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal awarding agency.

V. Partnerships with Faith-Based and Neighborhood Organizations (Executive Order 14015, Feb. 14, 2021; Federal Register, Vol. 89, No. 43).

A faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

A faith-based organization may not use direct Federal financial assistance from Participating Entity and/or the federal government to support or engage in any explicitly religious activities except when consistent with the Establishment Clause and any other applicable requirements. An organization, business, non-profit organization, partnership, limited liability corporation or partnership, corporation, individual, or other entity receiving Federal financial assistance also may not, in providing services funded by Participating Entity and/or the federal government, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

All organizations receiving federal money through Participating Entity to provide social services shall provide the following notice, in substance, to beneficiaries of the protections listed herein:

“Name of Organization:

Name of Program:

Contact Information for Federal Grant Program Office (name, phone number, and email address, if appropriate):

Because this program is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that:

- We may not discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
- We may not require you to attend or participate in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) that may be offered by our organization, and any participation by you in such activities must be purely voluntary;

- We must separate in time or location any privately funded explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) from activities supported with direct Federal financial assistance
- You may report violations of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the grant program office using the contact information set forth above; and
- If you would like to seek information about whether there are any other federally funded organizations that provide these kinds of services in our area, please use the contact information set forth above.

This written notice must be given to you before you enroll in the program or receive services from the program, unless the nature of the service provided or exigent circumstances make it impracticable to provide the actual service. In such an instance, this notice must be given to you at the earliest available opportunity.”

W. Additional FEMA Recommended Provisions:

1. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

- i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- ii. Unless an exception in paragraph (3) of this clause applies, the contractor and its **subcontractors** may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (b) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (c) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (d) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

- i. This clause does not prohibit Suppliers from providing—
 - (a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - (a) Covered telecommunications equipment or services that:
 - (1) Are not used as a substantial or essential component of any system; and
 - (2) Are not used as critical technology of any system.
 - (b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

- i. In the event the Supplier identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Supplier is notified of such by a subcontractor at any tier or by any other source, the Supplier shall report the information in paragraph d.ii. of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for

reporting the information.

- ii. The **Supplier** shall report the following information pursuant to paragraph d.i of this clause:
 - (a) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (b) Within 10 business days of submitting the information in paragraph d.ii.(b) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Supplier shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

2. **Subcontracts.** The Supplier shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

- a. **Access to Records.** The Supplier agrees to provide (insert name of participating entity), (insert name of pass- through entity, if applicable), 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 Supplier which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - i. The Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - ii. The Supplier 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.
- b. **DHS Seal, Logo, and Flags.** The Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Supplier shall include this provision in any subcontracts.
- c. **Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

d. **Copyright and Data Rights.**

License and Delivery of Works Subject to Copyright and Data Rights.

The Supplier grants to the (insert name of participating entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Supplier will identify such data and grant to the (insert name of participating entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Supplier will deliver to the (insert name of participating entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of participating entity).

e. **Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts**

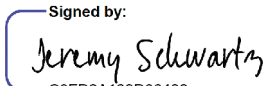
Build America, Buy America Act Preference.

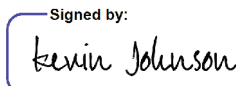
Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States

051926-JLC

Sourcewell

Johnson-Laux Construction LLC

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/21/2026 | 7:16 AM CDT

Signed by:

11F0207F04764EE...
By: _____
Kevin Johnson
Title: President
Date: 7/20/2026 | 4:11 PM EDT

RFP 051926 - Pre-Engineered Buildings with Related Materials and Services

Vendor Details

Company Name:	Johnson-Laux Construction
Address:	650 Garden Commerce Parkway Suite 100 Winter Garden, Florida 34787
Contact:	Kevin Johnson
Email:	kevin@johnson-laux.com
Phone:	407-908-2455
Fax:	407-770-2181
HST#:	59-3674291

Submission Details

Created On:	Wednesday April 08, 2026 14:42:12
Submitted On:	Tuesday May 19, 2026 10:41:14
Submitted By:	Brandi Rogers
Email:	brogers@johnson-laux.com
Transaction #:	d1357687-cc9b-4fee-b4fa-b1cdda0697b9
Submitter's IP Address:	10.13.0.21

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Provide a concise response to each question. Do not attach additional documents to your response without providing a substantive response within the Specification Tables; attachments should be SUPPLEMENTAL to your answers. Do not leave answers blank; respond "N/A" if the question does not apply to your organization and include an explanation why it does not apply.

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, DBA, and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement. Entities that have not been awarded will not be added to an existing master agreement through the affiliation of the Proposer's corporate organization.

#	Question	Response *	
1	Provide the legal entity name of the Proposer authorized to submit this Proposal.	Johnson-Laux Construction, LLC	*
2	In the event of award, is the entity named in Line Item 1, the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, DBA, authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code - 4UB22 UEI-CDL3NNKKF985	*
5	Provide your NAICS code applicable to Solutions proposed.	236220	
6	Proposer Physical Address:	650 Garden Commerce Parkway, Suite 100 Winter Garden, Florida 34787	*
7	Proposer website address (or addresses):	www.johnson-laux.com	*
8	Identify the Proposer's Authorized Representative, include name, title, address, email address, and phone number. The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.	Kevin Johnson - President 650 Garden Commerce Parkway, Suite 100 Winter Garden, Florida 34787 kevin@johnson-laux.com o: 407-770-2180 m: 407-908-2455	*
9	Identify the Proposer's primary contact for this proposal, include name, title, address, email address, and phone number:	Kevin Johnson - President 650 Garden Commerce Parkway, Suite 100 Winter Garden, Florida 34787 kevin@johnson-laux.com o: 407-770-2180 m: 407-908-2455	*
10	Identify the Proposer's other contacts for this proposal, if any, include name, title, address, email address, and phone number.	John Tisdall - Division Manager 8001 Chatham Center Drive, Suite 150 Savannah, GA 31405 jtisdall@johnson-laux.com o: 912-480-	*

		0580 m: 219-242-7437 Ryan Duggan - Director of Business Development 4105 Faber Place Drive, Suite 460 North Charleston, SC 29405 rduggan@johnson-laux.com o: 843-376-3443 m: 843-510-8089	
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Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

#	Question	Response *	
11	Provide a brief history of your company and industry longevity related to the requested Solutions.	Johnson-Laux Construction is a Full Service Construction Management firm specializing in Job Order and Continuing Services Type Contracts. Johnson-Laux has delivered repair, renovation, and ground-up construction projects and Pre-Engineered Metal Buildings since 2000. Our first on-call continuing services contract began in 2001 with Advent Health Waterman Campus in Tavares, FL. We serve Municipalities, K-12 Schools, Colleges, Universities, Military, and State Agencies under competitive and continuing contracts. With 25 years of experience, we excel in Job Order Contracting, Task Order Contracting, IDIQ, and Early Involvement CM at Risk. Our strength lies in our dedicated Pre-Construction and Construction management teams, proactive manpower planning, and expertise in fast-track, complex infrastructure upgrades and renovations within occupied municipal facilities under JOC, Design-Build, Design-Bid-Build, and CM at Risk procurement methods.	*
12	Describe what specific outcomes or deliverables your company anticipates upon receiving an award from Sourcwell.	Johnson-Laux anticipates that a Sourcwell award will give participating entities an easier, more efficient way to access our pre-engineered building and related construction services. Our goal is to provide a responsive, practical solution for clients who need reliable construction support without starting from scratch each time a need arises. Through this agreement, Johnson-Laux would provide turnkey support including preconstruction, design-build coordination, site preparation, utility infrastructure, demolition, installation, renovations, repairs, and maintenance associated with pre-engineered building systems. Ultimately, we view this award as an opportunity to help municipalities, schools, colleges, universities, aviation facilities, and other public entities move projects forward with a cooperative purchasing option that is efficient, dependable, and supported by an experienced construction management team.	*
13	Provide non-confidential indicators	Johnson-Laux Construction, LLC has been in continuous	*

	that demonstrate your organization's financial strength and long-term stability. Acceptable examples include such items as: • Annual revenue range (select a range—do not provide confidential statements) • Years in business • Publicly available SEC filings (if applicable) • Third party credit scores or ratings (e.g., D&B, bond ratings) • Letters of credit or financial backing from a banking institution Upload supporting documents (as applicable in the document upload section of your response). DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. Refer to RFP Section VI. Subsection E. Disposition of Proposals.	operation since 2000 and has built its business through steady, long-term relationships with public and private sector clients under Sourcewell and Similar Performance Based Continuing Services Contracts. Our continued growth has come from repeat work, successful contract performance, and the ability to support clients across multiple states and project types. We maintain bonding capacity appropriate for public-sector construction projects and regularly perform work under cooperative purchasing agreements, continuing services contracts, Job Order Contracts, IDIQ contracts, and task order programs. Over the past four years, the company has maintained an average annual revenue of approximately \$115 million. Our financial stability is also reflected in our 25 years in business, repeat client relationships, continued geographic expansion, and consistent delivery of projects for municipalities, airports, school districts, colleges, universities, healthcare systems, and state agencies. Supporting financial reference documentation, including a bonding reference letter and banking reference letter, has been included with this submission.	
14	Describe your US market share for your proposed Solutions. OR Provide the number of US Education and Government entities you have served over the past three (3) years, along with the total number of states where you have made sales.	Johnson-Laux has served 33 education entities and 93 government entities over the past three years, across seven states. These clients include K-12 school districts, colleges, universities, municipalities, counties, aviation authorities, state agencies, and other public-sector entities.	*
15	Describe your Canadian market share for your proposed Solutions. OR Provide the number of Canadian Education and Government entities you have served over the past three (3) years, along with the total number of provinces where you have made sales.	Through our reseller/distributor agreement with Canada-based Powerhouse Management, we will be able to provide the Canadian Market Sourcewell Members a full service of solutions. With this agreement in place and the longstanding working relationship with Powerhouse, we are able to provide Cornerstone Building Brands, and Nucor Building Systems. Powerhouse Management Group is a Canadian owned COR-certified Pre-engineered building supplier with offices located in British Columbia, and Ontario. Powerhouse has been awarded the following: 1. Builder of the year award in Canada for the past 5 years for largest sales volume for Cornerstone Building Brands. 2. Top Nucor Building Systems for 2026 with an estimated sales volume of \$10m. Powerhouse Management's overall revenue expectation in Canada for 2026 is \$20m which places them in the top 5	*

		PEMB builders in Canada. This approach allows Johnson-Laux to remain responsive to Sourcewell participating entities while ensuring any Canadian opportunity is supported by appropriate local resources, regulatory coordination, and project-specific delivery planning.	
16	Does your organization have any ongoing or completed bankruptcy proceedings, or have you been included as a possible Responsible Party within the past seven years? If yes, please explain. The proposer must provide notice in writing to Sourcewell if it enters bankruptcy proceedings at any time during the pendency of this RFP.	None.	*
17	Does your organization have any current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years? If so, please explain. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None.	*
18	Describe any relevant industry awards or achievements that your organization has received in the past three (3) years, including the year received.	Johnson-Laux Construction was recognized in the 2025 Orlando Business Journal Golden 100, ranking #31 among Central Florida's largest privately held companies. This recognition reflects the company's continued growth, marketplace presence, and long-term stability within the Central Florida business community.	*
19	What percentage of your sales were to the government sector in the past three (3) years? This and the following line should not exceed 100%.	46%	*
20	What percentage of your sales were to the education sector in the past three (3) years? This and the previous line should not exceed 100%.	17%	*
21	List all state and cooperative purchasing agreements that you hold. Include the sales volume for each of these agreements over the past three (3) years.	Jacksonville Aviation Authority JOC \$1,346,733.98 City of Jacksonville JOC \$240,201.22 Lee County Public Schools JOC \$167,903.88 JOC Omnia-FL \$1,122,693.96 USPS JOC-FL \$315,441.01 USPS Hubworks-FL \$212,158.47 City of Orlando JOC \$12,129,514.09 Miami-Dade County Public Schools JOC \$34,677.79	*

		City of Miami JOC \$1,785,636.59 City of Tampa JOC-General Construction \$3,794,734.20 Pinellas County JOC \$5,585,878.46 Pinellas County Schools JOC w/ Gordian/Omnia \$935,275.51 Sourcewell Statewide-GA \$99,776,657.05 Sourcewell CONUS-GA \$1,011,980.80 Georgia Tech Infrastructure and Sustainability \$39,678.25 City of Atlanta JOC- Small Projects (JLS) \$1,463,684.91 USPS JOC-TX \$4,759.44 USPS JOC-NC/SC \$3,922.05 Sourcewell Statewide-NC \$6,279.99 Sourcewell Statewide-TX \$1,343.10 Maryland JOC Dept. of General Services \$20,981.81 SC-Dorchester JOC \$21,903,971.05 SC-South Carolina Statewide JOC \$2,884,318.70 TIPS - The Interlocal Purchasing System \$1,817,754.82 Sourcewell KY - \$500,000 Sourcewell MD Sourcewell VA Sourcewell MN Sourcewell MI Sourcewell MO - 0	
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. Include the sales volume for each of these contracts over the past three (3) years.	Region 4 Single Award Indefinite Delivery/Indefinite Quantity (IDIQ), Job Order Construction Contracts (JOCC), for Construction Services in the States of Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee State of Florida – Middle District - Contract No. 47PE1921D0027 - Award Amount: \$1,000.00	*

Table 2B: References/Testimonials

Line Item 23. Supply reference information from three customers **who are eligible** to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Dorchester County	Rebecca Dantzler	(843) 832-0333	*
City of Savannah	Christy Lawrence	(912) 351-3409 ext. 1802	*
Pinellas County School Board	James Converse	(727) 547-7100 Ext. 7236	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

#	Question	Response *	
24	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the	Johnson-Laux is best described as a distributor/dealer/reseller of both Red Dot Buildings and Powerhouse Management Pre Engineered Building Manufacturing Companies. See attached Authorization letters.	

	question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Under a resulting Sourcewell agreement, Johnson-Laux would serve as the single point of responsibility for participating entities. Our team would directly manage client coordination, preconstruction, estimating, procurement, subcontractor coordination, scheduling, safety, quality control, project management, field supervision, and closeout.	
25	Describe your sales force, their locations (e.g., regions, territories), number of direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested Solutions.	Johnson-Laux's sales force consists of executive leadership, business development personnel, division managers, estimators, and project management staff who directly support government and education sector clients. The combined sales forces of Johnson-Laux, Red Dot Buildings, and Powerhouse enable us to cover the entire United States and Canada. Sales and operational support functions significantly overlap within the organization. Business development personnel, estimators, preconstruction staff, project managers, and executive leadership routinely participate in project development, client coordination, procurement support, budgeting, scheduling, and ongoing project delivery activities. Johnson-Laux currently employs approximately 120 full-time personnel supporting government and education sector work across preconstruction, operations, project management, field supervision, and client services.	*
26	Describe your network of Authorized Sellers who will deliver Solutions, including the number and locations of dealers, distributors, resellers, and other distribution methods, as it relates to the requested Solutions.	Johnson-Laux delivers solutions through a combination of direct company management, established subcontractor relationships, specialty trade partners, and our partner pre-engineered building manufacturers. Project delivery is coordinated through Johnson-Laux, and manufacturer relationships supporting projects throughout the company's proposed service area within the United States and Canada. Depending on project requirements, Johnson-Laux coordinates	*

		directly with our pre-engineered building manufacturer partners, structural suppliers, erection contractors, utility contractors, civil/site contractors, and specialty trade subcontractors to provide turnkey project delivery services including design-build coordination, site preparation, installation, renovations, repairs, and related construction services.	
27	Describe your service force, their locations (e.g., regions, territories), number of direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested solutions.	Johnson-Laux's service force consists of executive leadership, project executives, project managers, assistant project managers, project engineers, superintendents, safety personnel, estimators, and administrative support staff who directly support government and education sector projects. Operational personnel are based throughout the following areas: Florida, Texas, Georgia, Kentucky, Illinois, Ohio, South Carolina, North Carolina, Maryland, and Canada. These personnel support projects throughout Johnson-Laux's proposed service areas. Johnson-Laux utilizes a collaborative operational structure where preconstruction, project management, field supervision, safety, and executive leadership remain actively involved throughout project delivery. This overlap between sales, service, and operations allows the company to maintain continuity from initial client engagement through project completion, warranty support, and ongoing continuing services work. Johnson-Laux currently employs approximately 120 full-time personnel supporting government and education sector operations.	*
28	Describe the ordering process from sales/consultation, how the order is placed, through project/order fulfillment. If orders are handled by distributors, dealers, or others, explain their roles and responsibilities in the ordering process.	Johnson-Laux's project delivery process begins with an initial consultation to review the participating entity's project goals, procurement requirements, schedule, budget, site conditions, and operational constraints. Following initial coordination, Johnson-Laux develops preliminary scope documentation, budgeting, scheduling, and procurement strategies tailored to the project requirements. Once authorized, Johnson-Laux manages the project through preconstruction, design, engineering, subcontractor and supplier procurement, scheduling, permitting coordination, material procurement, construction, quality control, safety management, inspections, closeout, and warranty support. Orders and contracts are administered directly by Johnson-Laux. Pre-engineered building manufacturers, suppliers, and subcontractors support the project under Johnson-Laux's management and oversight. Johnson-Laux serves as the primary point of contact for participating entities throughout the duration of the project to maintain continuity, communication, and accountability.	*

29	Describe, in detail, the process and procedure of your customer service program. Include your response –times, escalation protocols, issue resolution timeframes, as well as any incentives that help your providers meet your stated service goals or promises.	With a response time of 24 hours or less, Johnson-Laux maintains a customer service approach centered on responsiveness, communication, and accountability throughout all phases of a project. Participating entities are assigned dedicated points of contact who remain involved from initial project discussions through closeout and warranty support. Project communication is supported through regular meetings, schedule updates, project reporting, and direct coordination between Johnson-Laux management staff, field personnel, subcontractors, suppliers, and client representatives. The company utilizes Procore as its primary project management platform to assist with document management, reporting, submittals, RFIs, scheduling coordination, and issue tracking. Johnson-Laux prioritizes timely response to client inquiries, field issues, and project concerns. Escalation procedures involve direct coordination between project management, executive leadership, and field supervision to address issues efficiently and minimize impacts to project schedule, operations, or facility occupants. Warranty and post-construction support requests are coordinated directly through Johnson-Laux management staff, allowing participating entities continued access to project personnel familiar with the project history, documentation, and operational requirements. Johnson-Laux strives to acknowledge client inquiries and project concerns within one business day whenever practical based on project conditions and operational requirements.	*
30	Describe your capability to provide the requested Solutions to Sourcewell participating entities in the United States.	Johnson-Laux has the operational capability to provide the requested solutions throughout the entire United States including Hawaii, Alaska, and US Territories. Johnson-Laux supports projects through a combination of direct management personnel, established subcontractor relationships, specialty suppliers, and pre-engineered building manufacturer partnerships. Johnson-Laux has extensive experience performing work for municipalities, counties, aviation authorities, K-12 school districts, colleges, universities, healthcare systems, and state agencies under cooperative purchasing agreements, continuing services contracts, Job Order Contracts, IDIQ contracts, and CM at Risk delivery methods. The company routinely manages occupied facility renovations, infrastructure upgrades, fast-track projects, and turnkey construction solutions involving preconstruction, design-build coordination, site preparation, utility infrastructure, installation, demolition, renovations, repairs, and ongoing maintenance services.	*

31	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Johnson-Laux does not have any specific requirements or restrictions that would apply to Sourcewell members in Hawaii, Alaska, and US Territories.	
32	Describe your capability to provide the requested Solutions to Sourcewell participating entities in Canada.	Through our Supplier Partner Powerhouse Management Group, Johnson-Laux has the operational capability to provide the requested solutions throughout Canada including the following areas of service: Manitoba, Ontario, Quebec, Maritime Provinces, Nunavut, British Columbia, Alberta, Saskatchewan, Yukon, and North West Territories.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A	*
34	Identify any account type or Participating Entity type from the RFP that will not have full access to the requested Solutions if an agreement is awarded, along with the reason(s) why.	N/A	*
35	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. Johnson-Laux will extend the terms of any resulting master agreement to eligible nonprofit entities within the company's proposed service area.	*

Table 4: Marketing Plan (100 Points)

#	Question	Response *	
36	Describe your marketing strategy, including tactics/methods and timelines for promoting this opportunity to participating entities for the requested solutions. Upload optional samples of your marketing materials.	Johnson-Laux Construction is committed to actively promoting the Sourcewell agreement through a relationship-driven marketing approach focused on municipalities, aviation authorities, K-12 school districts, colleges, universities, healthcare systems, and other public-sector entities throughout our proposed service area. Marketing efforts will be led by Ryan Duggan, Director of Business Development, leveraging his previous experience with Gordian and extensive background supporting cooperative purchasing, IDIQ, and Job Order Contracting programs. Ryan will be supported by Jeff Vangele and Joseph Filippelli - Sales/Business Development Managers and Johnson-Laux's marketing and proposal management team to coordinate outreach, educational efforts, presentations, digital marketing initiatives, and ongoing client engagement activities. In addition we will leverage both Red Dot's and Powerhouse's geographical presence and clients to maximize exposure, sales opportunities and clients. Our marketing strategy will begin immediately upon award and will focus on:	*

		Introducing participating entities to Johnson-Laux's pre-engineered building and seamless one-stop shop turn-key construction capabilities. Utilizing Johnson-Laux enables a one stop shop for turn-key building solutions. The client does not have to buy a building from us and then go hire all of the other trades. We are a one stop shop able to provide full service Design, Engineering, and Turn-key construction of all trade scopes, turning over a complete facility. Educating agencies on cooperative purchasing advantages and streamlined procurement methods Coordinating introductory meetings with existing and prospective participating entities Maintaining regular communication with procurement personnel, facilities departments, capital project staff, and operational leadership Promoting successful project examples, case studies, and relevant project experience Supporting Sourcwell-led outreach and cooperative purchasing initiatives Johnson-Laux intends to utilize a combination of in-person meetings, industry events, digital outreach, social media platforms, email campaigns, project spotlights, and targeted marketing materials to promote the agreement and maintain visibility within the public-sector marketplace. Our philosophy is that marketing and customer service work together throughout the life of a project. We believe long-term relationships are built through communication, responsiveness, project performance, and consistent client support before, during, and after project completion.	
37	Describe your use of technology and digital data (e.g., specific social media platforms, metadata usage) to enhance and/or optimize your marketing strategy described above.	Johnson-Laux utilizes a combination of digital platforms, cloud-based project management tools, Estimating Platforms, AI tools, customer relationship management practices, and social media outreach to support marketing, communication, and client engagement efforts. The company maintains an active digital presence through its website, LinkedIn, Facebook, and other industry-focused platforms to share project updates, completed work, company capabilities, safety initiatives, community involvement, and relevant public-sector construction experience. Marketing content is regularly tailored toward municipalities, educational institutions, aviation clients, and other public-sector agencies. Johnson-Laux also utilizes digital document management and project collaboration platforms, including Procore, to support communication, project reporting, document tracking, scheduling coordination, and client access to project information throughout project delivery. Metadata, digital analytics, targeted email campaigns, proposal tracking systems, and customer engagement data are also utilized to help evaluate	*

		outreach effectiveness, identify market opportunities, and improve communication with participating entities and industry partners.	
38	In your view, what is Sourcewell's role in promoting agreements resulting from this RFP?	Johnson-Laux views Sourcewell's role as providing participating entities with a competitively solicited cooperative purchasing solution that simplifies procurement while maintaining transparency, compliance, and flexibility for public-sector clients. Sourcewell also serves an important role in educating participating entities about available cooperative purchasing options, supporting contract visibility, and creating opportunities for participating entities and awarded contractors to develop long-term working relationships. Johnson-Laux believes the most successful cooperative purchasing relationships are built through collaboration between Sourcewell, participating entities, and awarded contractors. By combining Sourcewell's cooperative purchasing structure with responsive contractor support and strong project execution, participating entities can efficiently deliver projects while reducing procurement timelines and administrative burden.	*
39	Describe how your organization will integrate a Sourcewell awarded agreement (e.g., training, incentives) into your sales process.	Johnson-Laux will integrate a Sourcewell awarded agreement into its sales process through internal training, coordinated outreach, and direct involvement from business development, marketing, preconstruction, estimating, and operations personnel. Upon award, Johnson-Laux will brief its leadership, business development team, estimators, project managers, and regional operations staff on the agreement, eligible solutions, geographic coverage, participating entity requirements, and proper use of the Sourcewell contract. This will allow the team to identify appropriate opportunities and guide participating entities through the process accurately. Johnson-Laux will also incorporate the awarded agreement into its marketing materials, client presentations, proposal templates, project intake process, and business development tracking. This will help ensure the Sourcewell agreement is presented consistently and used only when it is an appropriate procurement solution for the participating entity and project scope.	
40	Are your Solutions available through an e-Procurement or e-Commerce ordering process? If so, describe your system(s) AND provide one (1) example of how governmental and educational customers have successfully utilized them.	Johnson-Laux utilizes digital project management, document sharing, and electronic procurement coordination systems to support project delivery and client communication. While the company does not maintain a standalone e-commerce purchasing platform for standardized online product ordering, Johnson-Laux routinely supports electronic procurement processes utilized by public-sector clients. Participating entities may coordinate project requests, proposal documentation, contract administration, invoicing, submittals, schedules, RFIs, and project reporting through digital collaboration platforms including Procore, SharePoint, email-based procurement systems, and other owner-required electronic systems. Governmental and educational clients have successfully utilized these systems to streamline project communication, document management,	*

		scheduling coordination, reporting, and approval workflows on continuing services contracts, cooperative purchasing agreements, Job Order Contracts, and CM at Risk projects.	
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Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

#	Question	Response *	
41	Describe any training programs related to your proposed Solution(s) available to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, delivery methods, and any costs that apply.	Johnson-Laux provides project-specific training and operational coordination as part of its standard project delivery process. Training requirements are developed based on the scope of work, participating entity needs, installed systems, and operational requirements associated with each project. Training may include: - Facility and system operation reviews - Equipment startup and shutdown procedures - Manufacturer coordination and demonstrations - Preventative maintenance guidance - Safety and operational procedures - Warranty review and closeout coordination Training is typically provided by Johnson-Laux management personnel, equipment manufacturers, specialty subcontractors, suppliers, or commissioning representatives, depending on the systems involved in the project. Training may be conducted through in-person meetings, onsite demonstrations, digital documentation, operational manuals, video conferencing, or coordinated manufacturer sessions. Standard project closeout training is generally included as part of normal project delivery, while specialized manufacturer-certified training or extended operational support services may be provided as an additional service if requested by the participating entity.	*
42	Describe any technological advances that your proposed Solutions offer.	Johnson-Laux incorporates a variety of technological solutions and construction management tools to improve project coordination, communication, scheduling, quality control, and overall project delivery efficiency. The company utilizes cloud-based project management platforms, including Procore, to support document management, scheduling coordination, RFIs, submittals, daily reporting, quality control tracking, safety documentation, and real-time communication between project stakeholders.	*

		For pre-engineered building and related construction projects, Johnson-Laux works closely with manufacturers, design professionals, and specialty suppliers utilizing 3d digital modeling, BIM, electronic shop drawings, coordinated submittal review processes, and technology-assisted scheduling and procurement tracking to improve coordination and reduce project delays. Johnson-Laux also incorporates electronic estimating systems, digital project documentation, remote meeting platforms, drone photography when appropriate, and mobile field reporting tools to support efficient project execution and client communication throughout all phases of a project.	
43	Describe any sustainability initiatives or certifications that relate to your organization and/or proposed Solutions. If applicable, describe the certification(s) for each initiative.	Johnson-Laux supports sustainable construction practices through responsible material selection, waste management practices, energy-efficient system coordination, and project planning efforts intended to reduce operational impacts during construction. Where applicable, the company coordinates with owners, architects, engineers, manufacturers, and specialty suppliers to incorporate sustainable design elements, energy-efficient building systems, low-maintenance materials, and environmentally conscious construction practices into project delivery. Johnson-Laux also emphasizes project approaches that reduce disruption to occupied facilities, minimize unnecessary material waste, and support long-term durability and lifecycle performance of installed systems and facilities. In addition, Johnson-Laux has personnel with LEED Accredited Professional experience and has participated in projects incorporating sustainable design and energy-efficiency considerations as part of the overall project goals.	*
44	Describe any third-party issued, eco- labels, ratings, or certifications that your proposed solutions hold.	When applicable, Johnson-Laux can coordinate with manufacturers, suppliers, and design partners to identify products or systems that may carry third-party certifications, LEED, ratings, or eco-labels, such as energy-efficiency ratings, recycled-content documentation, Environmental Product Declarations, or other product-specific sustainability documentation requested by the participating entity.	*
45	What aspects of your company, solutions, or services are truly unique in the marketplace, and why are these unique advantages meaningful for Sourcewell participating entities?	Johnson-Laux's unique advantage is our ability to combine cooperative purchasing experience, hands-on construction management, and turnkey project delivery within one responsive team. We are not simply providing a building system. We are providing the management structure, field experience, subcontractor coordination, and client support needed to take a project from early scope development through completion. Our team has extensive experience working under Sourcewell, JOC, IDIQ, continuing services, Design-Build, and CM at Risk contracts. This gives participating entities a contractor that understands cooperative procurement, fast-moving project needs, occupied facilities, public-sector requirements, and the importance of clear communication.	*

		For pre-engineered building projects, this is especially meaningful because success depends on early coordination between the owner, design team, manufacturer, site/civil trades, utilities, building erector, and permitting authorities. Johnson-Laux provides a single point of responsibility to manage that process, reduce coordination gaps, and help participating entities move from concept to completed facility efficiently.	
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Table 5B: Value-Added Attributes

Select any business certifications that your company or partners have obtained. Upload your confirming documentation.

Select all that apply below.

#	Certification	Offered	Comment	
46	Minority Business Enterprise (MBE)	☐ Yes ☒ No	No	*
47	Women Business Enterprise (WBE)	☒ Yes ☐ No	Yes	*
48	Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	No	*
49	Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	No	*
50	Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	No	*
51	Small Business Enterprise (SBE)	☐ Yes ☒ No	No	*
52	Small Disadvantaged Business (SDB)	☐ Yes ☒ No	No	*
53	Women-Owned Small Business (WOSB)	☐ Yes ☒ No	No	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

#	Question	Response *	
54	Describe your payment terms.	Johnson-Laux's standard payment terms are net 30 days from the date of approved invoice unless otherwise required by contract, statute, or participating entity procurement requirements.	*
55	Describe your accepted payment methods.	Johnson-Laux accepts payment by check, ACH/wire transfer, and electronic payment methods commonly utilized by public-sector entities.	

	For credit card/procurement card (pCard), describe any fees associated with these methods.		
56	Describe available leasing, financing, or as-a-service options, including key features and any third-party providers or financial partners used.	Johnson-Laux is able to offer several options for financing or leasing: We have partnered with outside financing firms as well as the ability for in-house working capital and/or credit line.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Johnson-Laux utilizes standard construction industry and project administration documents appropriate to the delivery method, project type, and participating entity requirements. These may include proposals, work authorizations, purchase orders, subcontract agreements, change orders, schedule updates, submittal logs, safety documentation, warranty documentation, and project closeout materials. Project-specific contract documents may also include owner-provided agreements, cooperative purchasing documentation, design-build agreements, task order documentation, or continuing services work authorizations depending on the procurement method utilized by the participating entity. Standard project administration and contract documents can be provided and coordinated electronically through project management platforms, email distribution, or owner-required procurement systems. Sample documents and template agreements can be provided upon request.	*
58	Describe your pricing model AND quantify the proposed discount(s) offered. If proposed pricing is Line-Item Pricing, Proposer must submit: A. For each Line, provide your list/MSRP, the offered discount(s), and the "Master Agreement Price". B. If proposed pricing is a Percentage Discount from Catalog or Category, one of the following MUST be submitted: (1) an active URL to a current published online catalog; OR (2) a complete price file with current pricing. Refer to RFP Section III. Pricing for additional guidance.	See attached line item pricing example models. Due to the various facility functions, purpose, aesthetics, size, shape, and client needs, there is a not necessarily a one size fits all or price list. Each facility is priced based upon the aforementioned with all applicable discounts. As a Tier 1 Supplier we are able to offer an average discount of 25-30% off list prices for Nucor, Cornerstone, Metl-Span, Kingspan, Silvercoat, Bay Insulations and several other Key National Suppliers. The attached pricing samples are considered the ceiling pricing and at no time will Johnson-Laux offer products or services under this contract at prices above the ceiling price.	*

59	Provide details of any quantity or volume discounts, as well as any rebate programs that are available in addition to the proposed pricing structure discounts.	Discounts will range from 5% to 40% off MSRP depending on the products and services. Discount will apply to all Pre Engineered Metal Building Structural components as well as roofing and wall systems. Our ability to provide turn-key design-build solutions will also provide for additional discounts available to Sourcewell members and include sitework/site prep, concrete, building erection, doors/windows, finishes, and MEP systems. In addition, we are able to offer additional discounts for economies of scale that would include multiple identical buildings, larger buildings, multiple concurrent locations, etc.	*
60	Describe your method of facilitating non-contracted products or related services and define the associated costs/fees.	Since we are able to provide turn-key solutions to Sourcewell members, we understand that in certain instances a Sourcewell member may request other options and/or construction related services. We are able to accommodate all such requests and tailor it to each Sourcewell members scope of work and needs. All additional items and services will be identified and can be priced as follows: RS Means line item unit cost pricing, Cost of work plus pricing, or under an existing Sourcewell Statewide Contract pricing catalog.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges.	There are no additional acquisition costs that are not in our detailed firm/fixed price proposal contract solution other than If a Sourcewell member requires Johnson-Laux to collect State or Local Sales Tax.	*
62	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) in the contiguous United States.	All domestic/contiguous US freight, shipping, and delivery costs are included and identified on each proposal.	*
63	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, Shipping, and Delivery costs for US Territories, Alaska, Hawaii, and Canada will be based on current carrier rates for International and Offshore Shipping.	*
64	Describe any unique distribution, delivery, or deployment methods offered in your proposal.	As a Full Service Design-Build General Contractor, Johnson-Laux is able to provide turnkey project delivery through a coordinated construction management approach that integrates preconstruction services, manufacturer coordination, procurement, site development, installation, and project management within a single delivery structure. Unlike material-only suppliers or catalog-based providers, Johnson-Laux coordinates directly with participating entities, design professionals, manufacturers, specialty suppliers, erection partners, and subcontractors to manage the full project	*

		lifecycle from early planning through closeout and warranty support. For pre-engineered building projects, Johnson-Laux may utilize phased procurement strategies, early manufacturer coordination, design-build collaboration, and integrated scheduling approaches to help reduce project delays, improve constructability, and support fast-track project delivery. In addition to construction, Johnson-Laux also has extensive experience performing repair, rehabilitation, and modification work for existing Pre-Engineered metal buildings, work within occupied facilities, active operational environments, aviation facilities, municipal campuses, schools, healthcare environments, and phased construction conditions where logistics, communication, and operational continuity are critical to project success. Project coordination and communication may be supported through cloud-based management platforms including Procore, allowing participating entities access to project documentation, schedules, reporting, submittals, RFIs, and ongoing project information throughout project delivery.	
65	Describe any self-audit processes or programs that you will employ to verify that Sourcewell participating entities have obtained Agreement pricing and to verify compliance with the resulting Agreement.	Johnson-Laux will utilize internal project management, accounting, and contract administration procedures to help verify that participating entities receive pricing, services, and project support consistent with the resulting Sourcewell agreement. Project-specific proposals, budgets, subcontractor and supplier pricing, scope documentation, and contract records will be reviewed through Johnson-Laux's preconstruction and project management processes before project execution. This helps confirm that pricing, scope assumptions, procurement methods, and contract administration procedures align with the participating entity's project requirements and the applicable Sourcewell agreement. Johnson-Laux also maintains internal coordination between business development, estimating, accounting, project management, and executive leadership to support consistency in contract utilization, project administration, reporting, and customer communication. Where appropriate, project documentation and reporting may be managed through Procore, accounting systems, and internal tracking procedures to support organization, transparency, and project oversight.	*
66	Provide a list of internal metrics that will be tracked to measure the success of a resulting Agreement.	Johnson-Laux will track a combination of operational, financial, customer service, and project performance metrics to evaluate the success of the resulting Sourcewell agreement.	*

		Metrics may include: Total contract sales volume Number of participating entities utilizing the agreement Geographic distribution of projects Repeat client utilization Proposal and project response times Project schedule performance Safety performance Change order tracking Warranty and closeout performance Customer responsiveness and communication Punchlist completion timelines Marketing and outreach activity associated with the agreement Johnson-Laux will also monitor coordination between business development, preconstruction, operations, and project management personnel to help ensure participating entities receive responsive service, consistent communication, and effective project support throughout the life of each project.	
67	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Johnson-Laux will pay Sourcewell an administrative fee of 2% under this contract.	*

Table 6B: Pricing Offered

#	The Pricing for this Proposal is: *	Specify the basis for the pricing offered, include unique circumstances or justifications	
68	As good as or better than pricing typically offered through our existing cooperative contracts, state contracts, or agencies.	Johnson-Laux is a current Sourcewell Contract Holder in several states. Under those contracts the Construction Task Catalogs Contain PEMB unit price line items. It is our commitment that we will offer the best pricing to Sourcewell members that is as good and/or better than the CTC listed solutions.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

#	Category or Type	Offered *	Provide a detailed description of all solutions offered.	
69	Steel frame buildings	☒ Yes ☐ No	Johnson-Laux provides turnkey steel frame building solutions for public-sector, aviation, educational, municipal, commercial, industrial, and infrastructure-related applications. Solutions may include: - Pre-engineered metal building systems - Aviation hangars - Maintenance and operations facilities - Warehouses and storage buildings - Fleet and public works facilities - Athletic and recreation facilities - Office and administrative buildings - Equipment shelters and support structures - Hybrid structural systems integrated with conventional construction Services may include: - Preconstruction and budgeting - Design-build coordination - Site preparation and utility infrastructure - Concrete foundations and flatwork - Structural steel and PEMB erection - Building envelope systems - Interior buildout and renovations - Mechanical, electrical, plumbing, and fire protection coordination - Permitting, inspections, commissioning, and closeout Johnson-Laux coordinates directly with manufacturers, specialty suppliers, erection partners, and design professionals to provide turnkey project delivery tailored to the participating entity's operational, schedule, and budget requirements.	*
70	Wood frame metal buildings	☒ Yes ☐ No	Johnson-Laux is capable of delivering wood frame metal-clad building solutions where appropriate for the project type, code requirements, budget, operational use, and participating entity preferences. These solutions may include: - Wood frame support facilities - Storage buildings - Maintenance structures - Recreational facilities	*

			Auxiliary support buildings Hybrid wood and metal-clad systems integrated into larger site developments As a turnkey construction management provider, Johnson-Laux evaluates each project individually and coordinates with design professionals, specialty suppliers, manufacturers, and subcontractors to determine the most appropriate structural system and delivery approach for the participating entity's needs. Services may include preconstruction, design-build coordination, site preparation, permitting, utility infrastructure, construction, installation, renovations, and related support services.	
71	Hybrid wood and steel buildings	☒ Yes ☐ No	Johnson-Laux provides hybrid wood and steel building solutions for projects requiring a combination of structural systems, architectural flexibility, operational functionality, or project-specific performance requirements. Hybrid solutions may incorporate: Structural steel framing with conventional wood framing components Pre-engineered metal building systems integrated with conventional construction Mixed-use administrative and operational facilities Office and support spaces attached to PEMB structures Architectural facade systems integrated with steel frame buildings Conventional interior buildout within pre-engineered structural systems Johnson-Laux coordinates closely with design professionals, manufacturers, specialty suppliers, and trade partners to develop practical, cost-effective hybrid solutions tailored to the participating entity's operational goals, schedule requirements, and budget considerations. Services may include preconstruction, design-build coordination, permitting, site preparation, utility infrastructure, installation, interior buildout, renovations, and turnkey project delivery.	*
72	Precast concrete	☒ Yes ☐ No	Johnson-Laux is capable of furnishing and installing Precast concrete for structural and/or cladding purposes.	*
73	Prefabricated buildings	☒ Yes ☐ No	Johnson-Laux provides prefabricated building solutions for a variety of public-sector, aviation, municipal, educational, commercial, and operational facility applications. Solutions may include: Pre-engineered metal building systems Modular and prefabricated support structures Prefabricated office and operational components Storage and maintenance facilities Aviation support facilities and hangars Fleet and public works buildings	*

			Recreational and athletic support structures Hybrid prefabricated building systems integrated with conventional construction Johnson-Laux coordinates directly with manufacturers, specialty suppliers, erection partners, and design professionals to support procurement, engineering coordination, fabrication, delivery, installation, and turnkey project execution. Services may include: Preconstruction and budgeting Design-build coordination Site preparation and utility infrastructure Foundation and flatwork coordination Building erection and installation Interior buildout and renovations Permitting, inspections, commissioning, and closeout Each project is developed based on the participating entity's operational requirements, schedule constraints, site conditions, and budget goals.	
74	Services complementary to the solutions described above, including design build services, site preparation, installation, demolitions and disposal of existing structures, inspection, repair, and maintenance. However, this solicitation should NOT be construed to include "services only" solutions.	☒ Yes ☐ No	Johnson-Laux provides turnkey services complementary to pre-engineered and prefabricated building solutions, including project planning, preconstruction, design-build coordination, site preparation, utility infrastructure, installation, demolition, renovations, repairs, inspections, maintenance, and related construction services. Services may include: Preconstruction and budgeting Design and Engineering Inspections Repairs Maintenance Modification/Renovations/Expansions Site evaluation and constructability review Civil, Site Development, Site Preparation Demolition Utility infrastructure coordination Demolition and disposal of existing structures Concrete foundations and flatwork Structural steel and PEMB erection Interior buildout and renovations Mechanical, electrical, plumbing, and fire protection coordination Permitting and inspection coordination Quality control and safety management Warranty support and ongoing maintenance services Johnson-Laux routinely manages occupied facility projects, phased construction, fast-track schedules, and infrastructure upgrades for municipalities, aviation authorities, school districts, colleges, universities, healthcare systems, and state agencies.	

			Project delivery is supported through direct management by Johnson-Laux personnel in coordination with manufacturers, specialty suppliers, erection partners, subcontractors, and design professionals to provide a single point of responsibility throughout the life of the project.	
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Table 7B: Depth and Breadth of Offered Solutions - Industry Specific

#	Question	Response *	
75	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic locations covered.	Johnson-Laux administers warranties on a project-specific basis, based on the products, systems, manufacturers, subcontractors, and scope included in each project. Warranty coverage will be defined by the project-specific scope and may include applicable manufacturer warranties, subcontractor workmanship warranties, and Johnson-Laux-administered warranty coordination for installed work. For pre-engineered building systems, warranty terms may include manufacturer warranties for building components, roof and wall panels, coatings, weather-tightness systems, and related materials. When Red Dot Buildings or other manufacturer partners are included, Johnson-Laux will coordinate applicable manufacturer warranty documentation, warranty terms, and closeout requirements as part of the project turnover process. Johnson-Laux will serve as the participating entity's primary point of contact for warranty coordination. Warranty requests are documented, reviewed, assigned to the appropriate responsible party, and tracked through resolution. When applicable, Johnson-Laux coordinates with manufacturers, suppliers, subcontractors, erection partners, and field personnel to evaluate and address warranty items. Warranty coverage, including applicable parts, labor, workmanship, technician travel, geographic limitations, response expectations, exclusions, and duration, will be clearly identified in the project-specific proposal, contract documents, and closeout materials.	*
76	Describe your installation process and how it is managed from product order to completion.	Johnson-Laux's installation process begins during preconstruction with coordination between the participating entity, design professionals, manufacturers, specialty suppliers, erection partners, utility providers, and project management personnel to establish project scope, schedule, permitting requirements, site logistics, procurement strategy, and operational considerations. Following project authorization, Johnson-Laux manages: - Project planning and scheduling - Site evaluation and constructability review - Procurement and material coordination - Permitting and inspections - Site preparation and utility infrastructure - Foundation and flatwork coordination - Delivery scheduling and material staging	*

		Structural steel and pre-engineered building erection Coordination of specialty trades and interior buildout Quality control and safety management Project closeout and warranty coordination Johnson-Laux serves as the primary point of responsibility throughout the installation process and coordinates directly with manufacturers, suppliers, subcontractors, erection partners, and field personnel to maintain schedule, quality, safety, and communication throughout project delivery. For pre-engineered building systems, Johnson-Laux coordinates closely with manufacturers and erection partners, including Red Dot Buildings where applicable, to support engineering coordination, shop drawings, material delivery, erection sequencing, field coordination, and integration with associated site and building systems. Project progress is supported through ongoing communication, schedule updates, field coordination meetings, inspections, punchlist management, and closeout procedures tailored to the participating entity's operational requirements and project conditions.	
77	Describe your design service offering, if available. Associated costs/fees must be clearly identified in your pricing proposal	Johnson-Laux provides design and preconstruction coordination services to support turnkey pre-engineered building and related construction projects. Design services may be provided through Johnson-Laux-led design-build teams or in coordination with participating entity-selected architects, engineers, specialty consultants, manufacturers, and design professionals. Design-related services may include: - Preliminary planning and budgeting - Site evaluation and constructability review - Design-build coordination - Concept development assistance - Scope and feasibility evaluation - Scheduling and phasing coordination - Utility and infrastructure coordination - Value engineering support - Manufacturer and supplier coordination - Shop drawing and submittal coordination - Permitting and code coordination For pre-engineered building projects, Johnson-Laux coordinates closely with manufacturers, specialty suppliers, and erection partners, including Red Dot Buildings where applicable, to support engineering coordination, building system integration, structural coordination, and project-specific detailing requirements. Design fees, engineering costs, permitting expenses, and specialty consulting services are project-specific and will be identified within the project proposal, pricing documentation, or design-build agreement as applicable to the participating entity's project requirements and procurement method.	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form (Not Scored)

Line Item 78. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) **via redline in the Master Agreement Template provided** in the "Bid Documents" section. Proposer must upload the **redlined Master Agreement Template, in Microsoft Word format** in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Response *
	No

Table 9: Selected Bid Pricing Line Items ****NOT SCORED****

Please fill out table as able. This table is not scored but will be used to prepare competitive solicitation documentation. If you do not offer these products, no pricing is required.

#		Describe Discount	Unit of Measure	Offering Provided? *	Supplier Notes
79	Lowest discount off of pre-engineered structure (shell)	5%	%	☒ Yes ☐ No	
80	Highest Discount % Offered for Pre-Engineered Structure (Shell)	40%	%	☒ Yes ☐ No	
81	Volume Discounts Offered	5-40	%	☒ Yes ☐ No	
82	Site Prep Price Per Square Foot (Lowest)	\$5	sf	☒ Yes ☐ No	
83	Site Prep Price Per Square Foot (Highest)	\$20	sf	☒ Yes ☐ No	
84	Turnkey Project Price Per Square Foot (Lowest)	\$100.00	sf	☒ Yes ☐ No	
85	Turnkey Project Price Per Square Foot (Highest)	\$250	sf	☒ Yes ☐ No	
86	Labor rate for installation	\$10.00	sf	☒ Yes ☐ No	
87	Restocking Fee for Standard Inventory Items	10	%	☒ Yes ☐ No	
88	Freight Pricing	TBD, Based on Miles, Weight, etc.	\$	☒ Yes ☐ No	
89	Base Price Per Square Foot Pre-Engineered Steel Frame Structure	\$40	sf	☒ Yes ☐ No	

90	Base Price Per Square Foot Pre-Engineered Wood Frame Structure	\$20	sf	☒ Yes ☐ No	
91	Base Price Per Square Foot Pre-Cast Concrete Structure	\$40	sf	☒ Yes ☐ No	
92	Base Price Per Square Foot Pre-Engineered Hybrid Wood & Steel Frame Structure	\$30	sf	☒ Yes ☐ No	
93	Pre-fabricated kits (materials only)- Wood kit	\$20	sf	☒ Yes ☐ No	
94	Pre-fabricated kits (materials only)- Steel kit	\$30	sf	☒ Yes ☐ No	
95	Pre-fabricated kits (materials only)- Hybrid wood and steel kit	\$25	sf	☒ Yes ☐ No	

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Sample PEMB Price Proposal.pdf - Monday May 18, 2026 15:49:12
 - [Financial Strength and Stability](#) - Bonding Letter 4.16.2026.pdf - Thursday May 14, 2026 14:00:47
 - [Marketing Plan/Samples](#) - Johnson Laux Red Dot Marketing.pdf - Monday May 18, 2026 15:43:36
 - [WMBE/MBE/SBE or Related Certificates](#) - City of Tampa WBE Certificate.pdf - Thursday May 14, 2026 13:57:34
 - Standard Transaction Document Samples (optional)
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Johnson Laux Tier One Supplier Letters.pdf - Tuesday May 19, 2026 10:40:18

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kevin Johnson, President, Johnson-Laux Construction, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Pre-Engineered_Buildings_RFP051926 Wed April 8 2026 12:25 PM	☒	1
Addendum_2_Pre-Engineered_Buildings_RFP051926 Mon April 6 2026 03:19 PM	☒	1
Addendum_1_Pre-Engineered_Buildings_RFP051926 Wed April 1 2026 11:11 AM	☒	1