

STATE OF TEXAS

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COUNTY OF FORT BEND

AGREEMENT BETWEEN FORT BEND COUNTY AND PROGRESSIVE EMERGENCY PRODUCTS FOR QUAD CANOPY REPLACEMENT

THIS AGREEMENT is entered into by and between **Fort Bend County**, (“County”), a body corporate and politic under the laws of the State of Texas, and **Progressive Emergency Products**, (“Progressive”), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the “parties”).

WHEREAS, the parties have executed and accepted Progressive's Quote, subject to the changes herein, (collectively the "Agreement"), attached hereto as Exhibit "A," and incorporated by reference, for repairs to the Quad Interface Shelter Canopy for the Public Health Emergency Preparedness Mobil Medical Unit ("MMU"); and

WHEREAS, Progressive represents that it is a sole source provider, is qualified and desires to provide the goods and services; and

WHEREAS, the Parties expressly agree that this Agreement and the attached Quote, and any other referenced document are incorporated into each other and, when read together, shall constitute one integrated document (hereinafter the “Agreement”).

NOW, THEREFORE, in consideration of the mutual covenants and conditions set for the below, the following changes are incorporated as if a part of the original Agreement:

1. **Scope of Services.** Subject to this Agreement, Progressive will render repair and replacement Services to the Quad Interface Shelter Canopy on behalf of the County's Public Health Emergency Preparedness Mobil Medic Unit ("MMU"), as described in Exhibit A.
2. **Time of Performance.** Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than February 1, 2022. Contractor shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County. Progressive shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.
3. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment pending verification of satisfactory work performed.
4. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
5. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

6. **Limit of Appropriation.** Progressive's fees shall be calculated at the rates set forth in the Quote attached as Exhibit "A". Progressive clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Seventy-three Thousand, Thirty-one and 99/100 dollars (\$73,031.99), specifically allocated to fully discharge any and all liabilities County may incur. In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
7. **Public Information Act and Open Meetings Act.** Progressive expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Progressive shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
8. **Performance Warranty.** Progressive warrants to County that Progressive has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and Progressive will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards. Progressive warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.
9. **Insurance.** Prior to commencement of the Services under this Agreement, Progressive shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Progressive shall provide certified copies of insurance endorsements and/or policies if requested by County. Progressive shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Progressive shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - (a) Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - (b) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Progressive shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

If required coverage is written on a claims-made basis, Progressive warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that work under the Agreement is completed.

Progressive's or Progressive's subcontractor's insurance will be primary to any insurance carried or self-insurance program established by the County. Progressive's or Progressive's subcontractor's insurance will be kept in force until all service have been fully performed and accepted by County in writing.

10. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Progressive or any other party for any reason are hereby deleted. **Progressive shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of Progressive, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Progressive or any of Progressive's agents, servants or employees.**
11. **Termination.** Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.
12. **Independent Contractor.** In the performance of work or services hereunder, Progressive shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Progressive or, where permitted, of its subcontractors. Progressive and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
13. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
14. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby

deleted. County does not agree to pay any and/or all attorney fees incurred by Progressive in any way associated with the Agreement.

15. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Progressive verifies that Progressive and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code § 2252.152 Acknowledgment: By signature below, Progressive represents pursuant to § 2252.152 of the Texas Government Code, that Progressive and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.
16. **Modifications.** No other provisions to this Agreement apply except for the terms which appear in this Agreement and Exhibit A. The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
17. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, INTREPID ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
18. **Use of Customer Name.** Progressive may use County's name without County's prior written consent only in any Progressive's customer lists, any other use must be approved in advance by County.
19. **Conflict.** In the event there is a conflict between this Agreement and the attached Exhibit, this Agreement controls to the extent of the conflict.
20. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
21. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
22. **Assignment and Delegation.** Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent.
23. Progressive understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Progressive represents that it is and will remain in compliance with all requirements in Exhibit B. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Progressive shall require that these clauses shall be included in each covered transaction at any tier.

EXECUTION PAGE FOLLOWS

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

PROGRESSIVE EMERGENCY PRODUCTS

Jeff Collins

Authorized Agent – Signature

JEFF COLLINS

Authorized Agent- Printed Name

OWNER

Title

12/2/21

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$73,031.99 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Attachments:

Exhibit A: Quote

Exhibit B: ARPA Funding Federal Clauses

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EXHIBIT A

Progressive Emergency Products

QUOTE

P.O. Box 14
Boerne, TX 78006

Phone# 210-364-4082
Email: jeff@peptexas.com

Quote# 210701-2-3
Date Created: 10/19/2021

To: **Tony Scharp**
Public Health Emergency Preparedness and Response Division Manager
Fort Bend County
Department of Health and Human Services
281-238-3515

SALESPERSON	Job Description	Payment Terms
Jeff Collins	Quad Canopy Replacement, ZM9513001PV	Net 30

Qty	Item #	Description	Unit Price	Price Ext.
1	NPN	Quad Interface Shelter Canopy Retrofit; Color Options: Desert Sand, OD Green, White, Blue, Red, Yellow; Features: Universal Quick Connect Panel w/ adapter collar (x4), 6'x3' dual-zipper door (x4), 3'x2' screened windows with exterior privacy cover and tie-ups (PN 7884 x4), 10"-14" utility ports w/ drawstring closure (PN 7825 x8 **stacked**), eave vent screens w/ covers on all door panels (x8), inspection/replacement of exterior frame anchor points (x12) & high wind tie-downs (x8)	\$ 5,105.86	\$ 5,105.86
1	RPRQUAD	Repair/Retrofit Quad Interface Shelter Canopy - Labor; Includes removal of old canopy, frame preparation, and installation of new canopy and end plates	\$ 2,200.00	\$ 2,200.00
1	6515	Frame Technical Inspection and minor repair - addresses small holes and minor wicking/leaking issues to ensure shelter passes factory QA/QC process **any noted deficiencies beyond the scope defined herein will be quoted subsequent to the inspection and prior to work being completed**	\$ 750.00	\$ 750.00
1	7467	Primary Fill Valve Assembly, Complete (Aluminum Push-Pull Valve)	\$ 68.85	\$ 68.85
1	7469	Top-Off Valve Assembly, Complete (Interior Sip Valve)	\$ 68.85	\$ 68.85
1	7471	Pressure Relief Valve, Auto-Resetting (Interior Blow-Off Valve)	\$ 68.85	\$ 68.85
1	NPN	SCBA Fill Valve, Shelter adapter (PN 7456) with Locking Air Bottle Hose Coupling (PN 7428)	\$ 93.60	\$ 93.60
1	8226	High Capacity Equipment Hanging Point, Hi-mount (65"), Quad Interface	\$ 75.00	\$ 75.00
1	5276	LED Light Retainer Only, Quad	\$ 1,238.80	\$ 1,238.80
1	PEPLED	LED Lighting Package	\$ 2,800.00	\$ 2,800.00
1	8353	Insulation for Quad, Radiant barrier, Roof Panel Only	\$ 3,566.43	\$ 3,566.43
1	8355	Interior HVAC Ducting for Quad Interface w/ 4x HVAC Connections	\$ 854.02	\$ 854.02
1	7809	Field Repair Kit, ZUMRO Shelter, containing matched fabric swatches of canopy, floor and frame materials; Tear-Aid; contact cement; instructional material; operator's manual; and carry case	\$ 40.63	\$ 40.63

SALESPERSON	Job Description	Payment Terms
Jeff Collins	860 Canopy Replacement, ZM63913001PV, ZM63913101PV	Net 30

Qty	Item #	Description	Unit Price	Price Ext.
2	NPN	ZUMRO Model 860 Shelter Canopy Retrofit (PN 8302); Color Options: Desert Sand, OD Green, White, Blue, Red, Yellow; Features: Universal Quick Connect Panel w/ adapter collar & 6'x3' dual-zipper door (PN 7889 x2), 3'x2' screened windows with exterior privacy cover and tie-ups (PN 7884 x12), 10"-14" utility ports w/ drawstring closure (x16), eave vent screens w/ covers on front and back (x4), inspection/replace exterior frame anchor points (x18) & high wind tie-downs (x18)	\$ 6,120.54	\$ 12,241.08
2	8802	Utility Duct 10"-14" - Add stacked duct option on all 4 corners of shelter	\$ 246.76	\$ 493.52
2	RPR860	Repair/Retrofit ZUMRO Model 860 Shelter Canopy - Labor; Includes removal of old canopy, frame preapration, and installation of new canopy and end plates	\$ 3,600.00	\$ 7,200.00
2	6515	Frame Technical Inspection and minor repair - addresses small holes and minor wicking/leaking issues to ensure shelter passes factory QA/QC process **any noted deficiencies beyond the scope defined herein will be quoted subsequent to the inspection and prior to work being completed**	\$ 750.00	\$ 1,500.00
2	7467	Primary Fill Valve Assembly, Complete (Aluminum Push-Pull Valve)	\$ 68.85	\$ 137.70
2	7469	Top-Off Valve Assembly, Complete (Interior Sip Valve)	\$ 68.85	\$ 137.70
2	7471	Pressure Relief Valve, Auto-Resetting (Interior Blow-Off Valve)	\$ 68.85	\$ 137.70
2	NPN	SCBA Fill Valve, Shelter adapter (PN 7456) with Locking Air Bottle Hose Coupling (PN 7428)	\$ 93.60	\$ 187.20
2	8367	High Capacity Equipment Hanging Point, Hi-mount (65"), Model 860	\$ 145.00	\$ 290.00
2	5276	LED Light Retainer Only, Model 860	\$ 1,238.80	\$ 2,477.60
2	PEPLED	LED Lighting Package	\$ 3,800.00	\$ 7,600.00
2	8309	Insulation Model 860, Radiant barrier, Roof Panel Only	\$ 5,552.06	\$ 11,104.12
2	8308	Interior HVAC Ducting for Model 860 w/ 4x HVAC Connections	\$ 1,656.61	\$ 3,313.22
2	7809	Field Repair Kit, ZUMRO Shelter, containing matched fabric swatches of canopy, floor and frame materials; Tear-Aid; contact cement; instructional material; operator's manual; and carry case	\$ 40.63	\$ 81.26

Subtotal	\$ 63,831.99
Tax Rate	0%

Thank You For Choosing Progressive Emergency Products!

All Quotes Expire 30 Days From the Date Created

Sales Tax	\$ -
Estimated Freight	\$ 9,200.00
TOTAL	\$ 73,031.99



Via E-Mail

October 1, 2021

To Whom It May Concern:

Please use this letter as sole source verification. AIR SHELTERS USA, LLC. is the sole manufacturer of all ZUMRO Air Shelters. ZUMRO's proprietary airframes have been unparalleled in the industry for over twenty-five years!

ZUMRO Shelters are an exclusive, proprietary product designed to the specifications of the first responders/first receivers, emergency management, law enforcement, military and government markets.

All ZUMRO Shelters are made 100% in the U.S.A with US materials, at our privately owned factory located in Pompano Beach, FL. ZUMRO Shelters are sold, serviced and supported by an exclusive network of authorized distributors. All repairs are handled directly at our factory, on a per-case basis.

Our products are sold to emergency services and require technical expertise both before and after the sale is completed. Further, ZUMRO requires on-site product training after delivery so our customer will have a thorough understanding on the proper use and care of our products. ZUMRO ensures that its policies are executed effectively by utilizing factory-trained distributors. Minimum training as required by ZUMRO shall be offered to our customers through the authorized distributor in your area.

All inquiries for sales, resale, parts and/or service are handled either by our local distributor or directly by ZUMRO.

Authorized distributor for the State of TEXAS for ZUMRO Shelters and Parts :

Mr. Jeff Collins, Progressive Emergency Products. Phone (210) 364-4082

Please consider the following regarding our product:

- ZUMRO has built over 6000 Shelters, mostly for use within the USA. It is very likely during large events where other teams may respond for mutual aid, they will also have this product.
- Materials and maintenance:
 - ZUMRO is the only manufacturer of inflatable Shelters that utilizes a special Life-Raft grade Neoprene airframe. This material is unique in many ways, most notably its tremendous shelf/work life.
 - Repairs and maintenance, if needed, are also unique to this material. Staying with the same materials reduces repair and maintenance needs and qualifications.

AIR SHELTERS USA, LLC
PO BOX 667227, Pompano Beach, FL 33066
Toll-Free: 800-932-6003 Phone: 215-957-6128
Web: www.zumro.com Email: info@zumro.com



- The connector feature is unique to ZUMRO and per our design, size and zipper type. As to why there are no other manufacturers that have this same connection, the reasons are that:
 - For decades ZUMRO has been the only inflatable manufacturer in the USA (and still is). ZUMRO has been the leading product since 1986.
 - Since most teams use ZUMRO Shelters around the country, inter-operability has been automatic.
 - Competing products have not copied the design, which is also has a copyright and is registered with the Library of Congress.
- Other features that make interoperability with a ZUMRO product important is the hardware. ZUMRO Shelters have a proprietary high-flow valve system and pressure relief system designed and manufactured by a company in the US to meet Coast Guard and Military standards.
- Compatibility of Shelters and accessories also reduces training, maintenance, deployment time, storage and reduces purchasing needs.

Besides the obvious advantage of interoperability please also consider these important reasons for purchasing a ZUMRO product:

- Most durable low pressure airframe in the world. Shelter has highest wind and snow load capabilities compared with all other available rapid deployed Shelters.
- Material and Shelters have been proven to last over 20 years (and counting) of actual First Responder use.
- Shelter structure design allows Shelter to be repositioned after deployment.
- Single chamber design for fast deployment and ease of maintenance.
- Oversized air structure on all Shelter sizes for great "air safety" factor. In fact, the Model 216 Shelter has 10-to-1 safety factor, meaning it will remain operational with only 1/10 the rated air pressure.
- Unique all pre-assembled Shelter with all curtains and other interior options pre-installed for 3-5 minute deployment. Decon connections can be made during deployment for immediate use of Shelter.
- All American made.
- On-Site free in-service training and support.
- 3 Year warranty

We sincerely appreciate your business and hope to service your shelter needs for years to come. Please feel free to contact me at the above toll-free number should you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Win VanBasten", is written over a horizontal line.

Win VanBasten
General Manager

AIR SHELTERS USA, LLC
PO BOX 667227, Pompano Beach, FL 33066
Toll-Free: 800-932-6003 Phone: 215-957-6128
Web: www.zumro.com Email: info@zumro.com

EXHIBIT B

Exhibit B - Federal Clauses

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds from the Federal Emergency Management Agency (FEMA) or the American Rescue Plan Act (ARPA). As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

1. Clean Air Act and the Federal Water Pollution Control Act.

a. Clean Air Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County, will in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2. Energy Policy and Conservation Act.

Contractor agrees to comply with the Energy Policy and Conservation Act (42 U.S.C. Section 6201).

3. Debarment and Suspension.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

"The Certification in this clause is a material representation of fact relied upon by the County. If it is later determined by the County that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

4. Byrd Anti-Lobbying Amendment.

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

5. Political Activities.

Contractors are prohibited from using federal funds directly or indirectly for political purposes, including polling, lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

6. Procurement of Recovered Materials.

In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act

7. Access to Records.

(1) The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, TDEM, the State Auditor's Office or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(3) The Contractor agrees to provide DHS/FEMA and or TDEM, through its authorized representatives access at all reasonable times to construction or other work sites pertaining to the work being completed under the contract. If any site visit is made by DHS/FEMA or TDEM Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

8. DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

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

The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10. No Obligation by Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the contract.

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

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

12. Civil Rights and Non-Discrimination.

During the performance of this contract, the Contractor agrees as follows:

a) Nondiscrimination on the Basis of Race, Color, and National Origin.

Contractor will comply with state and federal anti-discrimination laws including Title VI of The Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), FEMA's implementing regulations at 44 C.F.R. Part 7 (*Nondiscrimination in Federally Assisted Programs*), and the Department's implementing regulations at 6 C.F.R. Part 21 (*Nondiscrimination on the Basis of Race, Color, or National Origin in Programs or Activities Receiving Federal Financial Assistance*) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

b) Nondiscrimination on the Basis of Sex.

Contractor will comply with Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 *et seq.*), FEMA's implementing regulations at 44 C.F.R. Part 19 (*Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*), and the Department's implementing regulations at 6 C.F.R. Part 15 (*Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*) prohibit discrimination on the basis of sex in any education program or activity receiving Federal financial assistance.

c) Nondiscrimination on the Basis of Disability.

Contractor will comply with The Americans with Disability Act of 1990 (codified as amended at 42 U.S.C. §§ 12101-12213) prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Contractors must comply with the responsibilities under Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

d) Nondiscrimination on the Basis of Handicap.

Contractor will comply with Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) and FEMA's implementing regulations at 44 C.F.R. Part 16 (*Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Federal Emergency Management Agency*) provide that no otherwise qualified handicapped individual in the United States will, solely by reason of handicap, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving Federal financial assistance.

e) Nondiscrimination on the Basis of Age.

Contractor will comply with the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 *et seq.*), and Department of Health and Human Services implementing regulations at 45 C.F.R. Part 90 (*Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance*) prohibit discrimination against individuals on the basis of age in any program or activity receiving Federal financial assistance.

f) Nondiscrimination on the Basis of Limited English Proficiency.

Contractor will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin which requires that recipients and subrecipients of FEMA assistance take reasonable steps to provide meaningful access to persons with limited English proficiency.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability. Contractor shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination. Contractor shall adhere to any Federal implementing regulations and other requirements that the Department and the FEMA have with respect to nondiscrimination.

13. Contracting with Small, Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms:

Contractor will take all necessary, affirmative steps to assure that qualified small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible by:

- a) Placing small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that it solicits small and minority businesses and women's business enterprises whenever they are potential sources;
- c) Dividing total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- d) Establishing delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses and women's business enterprises;
- e) Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- f) Contractor must require subcontractors to take the five affirmative steps described in a-e above.

14. Hotel and Motel Fire Safety.

Contractor agrees to comply with the Hotel and Motel Fire Safety Act of 1990, Pub. L. No. 391 (1990) (codified at 15 U.S.C. § 2225a) which prohibits, us of federal funds to sponsor or fund in whole or in part a meeting, convention, conference, or training seminar that is conducted in, or that otherwise uses the rooms, facilities, or services of, a place of public accommodation that does not meet the requirements of the fire prevention and control guidelines described in section 29 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2225).

15. Disaster Reservists.

Contractor may not in the performance of this Agreement utilize employees who are also Disaster Reservists. Disaster Reservists are personnel authorized by the special hiring authority in the Stafford Act that are not full-time employees, but rather work on an on-call, intermittent basis to perform disaster response and recovery activities.

16. False Statements Act.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Contractor understands that in the event County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from FEMA or the Office of the Governor, the County is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The County must also promptly refer to OOG any credible evidence that a principal, employee, agent, Contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. County must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. County must notify the local prosecutor's office of any possible criminal violations.

17. Prompt Payment

The Contractor is required to pay its subcontractors performing work related to the Underlying Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work is satisfactorily completed.

18. Retention of Records.

The Contractor agrees to maintain fiscal records and supporting documentation for all expenditures related to this Agreement pursuant to 2 CFR 200.333, UGMS, and state law. Contractor must retain, and will require its subcontractors of all tiers to retain, these records and any supporting documentation for a minimum period of not less than three (3) years after the date of termination or expiration of the Agreement or any litigation, dispute, or audit arising from the performance of the Agreement. Records related to real property and equipment acquired with grant funds shall be retained for three (3) years after final disposition.

19. Dispute Resolution.

Contractor understands that for all subcontracts of \$250,000 or more, the Contractor must include terms to address dispute resolution between the parties who shall attempt in good faith to resolve promptly any dispute arising out of or relating to the Agreement by negotiation between the parties.

20. Termination for Cause and Termination for Convenience.

Contractor understands that all contracts in excess of \$10,000, including subcontracts, must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

21. Whistleblower Protections

Contractor must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

22. Health and Human Services, Public Safety or Law Enforcement Agency Compliance

Contractor certifies that it as owner, operator or administrator of a facility has not had any licenses, certificates, or permits revoked by any health and human service agency or public safety or law enforcement agency

23. Child Support

Per Texas Family Code 231.006, a child support obligor or business entity remains ineligible to receive payments from state funds under a contract to provide property, materials, or services; or a state funded loan until: (1) all arrearages have been paid; (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or (3) the court of continuing jurisdiction over the child support order has granted the obligor an exemption from ineligibility as part of a court-supervised effort to improve earnings and child support payments.

Before payment can be released Contractor will supply County with the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity.

Under Section 231.006, Family Code, the Contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

33. Assignment and Subcontracts

Contractor shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the County. Consent may be required from both the County and any federal or state agency associated with the funding for this agreement. In any approved subcontracts, Contractor shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Contractor as specified in this Contract. Nothing in this Contract shall be construed to relieve Contractor of the responsibility for ensuring that the goods delivered and/or the services rendered by Contractor and/or any of its subcontractors comply with all the terms and provisions of this Contract. Contractor will provide written notification to the County of any such subcontractor including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.