STATE OF TEXAS

§ §

COUNTY OF FORT BEND

AGREEMENT FOR RETROFIT AND REPAIRS PURSUANT TO RFP 24-016

THIS AGREEMENT (hereinafter "Agreement") is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Reading Truck Equipment, LLC, d/b/a General Truck Body Manufacturing Co. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas. County and Contractor are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WITNESSETH

WHEREAS, County desires that Contractor provide retrofit and repair services to one (1) Mobile Health Unit for Fort Bend County Health and Human Services (hereinafter "Services") pursuant to RFP 24-016, attached hereto as Exhibit B; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Parties agree as follows:

AGREEMENT

Section 1. Scope of Services

- A. Contractor shall render Services in accordance with Contractor's Response to RFP 24-016 dated March 25, 2024, attached here to Exhibit "A" to this Agreement.
- B. Contractor will require all their staff to comply with any grant documentation requirements administered by the County as of the Effective Date of this Agreement. Contractor understands that and acknowledges that this Agreement may be totally or partially funded with federal funds. Contractor represents and warrants that it is and will remain in compliance with all applicable provisions, including those contained in RFP 24-016 attached as Exhibit "B" attached hereto and incorporated herein for all purposes.

Section 2. Personnel

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

- A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is One Hundred Thirty-Two Thousand Six Hundred Twenty-Four and no/100 dollars (\$132,624.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. Contractor understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the Exhibit(s).
- C. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- D. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. Contractor may submit electronically via: <a href="majorated aparticle-apart

Section 4. Limit of Appropriation

- A. Contractor 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 One Hundred Thirty-Two Thousand Six Hundred Twenty-Four and no/100 dollars (\$132,624.00), specifically allocated to fully discharge any and all liabilities County may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Thirty-Two Thousand Six Hundred Twenty-Four and no/100 dollars (\$132,624.00).
- C. 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.

Section 5. Time of Performance or Term

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than 125 calendar days thereafter. 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, unless sooner terminated in accordance with this Agreement. This Agreement does not automatically renew but may be renewed upon written agreement of the Parties.

Section 6. Termination

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice issued by the County Judge or the Department Head.
- B. Termination for Default
 - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
 - 2. If, after termination, it is determined by County that for any reason whatsoever that Contractor was not in default, or that the default was excusable, services may continue in accordance with the terms and conditions of this Agreement or the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 6A above.
- C. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 7. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

- A. Prior to commencement of the Services, Contractor 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. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor 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. Contractor 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:
 - 1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 2. 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.
 - 3. 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.
 - 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

- 5. Garage-keepers liability insurance with limits of not less than \$400,000 if stored on Contractor's property.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- C. If required coverage is written on a claims-made basis, Contractor 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 2 years beginning from the time the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PERFORMANCE OF SERVICES AS WELL AS DURING THE PERORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT.

Section 12. Confidential and Proprietary Information

A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this

- Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.
- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor 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 Consultant 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.

Section 13. Independent Contractor

A. In the performance of work or services hereunder, Contractor 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 contractor or, where permitted, of its subcontractors.

B. Contractor 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.

Section 14. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County

Attn: Purchasing Agent 301 Jackson, Ste. 201 Richmond, Texas 77469

With a copy to: Fort Bend County Health and Human Services

Attn: Director

4520 Reading Rd., Ste. A-100 Rosenberg, Texas 77471

Contractor: General Truck Body Manufacturing Co.

7110 Jensen Dr.

Houston, Texas 77093

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 14(A) and 14(B) and if the addressee has received the Notice. A Notice is deemed received as follows:
 - 1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 - 2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing

laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Warranty

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor 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.
- B. Contractor 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.

Section 17. Assignment and Delegation

- A. 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. All assignments of rights by Contractor are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from County.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

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.

Section 19. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. 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.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. <u>Captions</u>

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

Section 25. <u>Certain State Law Requirements for Contracts</u> For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

Section 26. Human Trafficking

BY ACCEPTANCE OF CONTRACT, CONTRACTOR 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.

Section 27. Entire Agreement

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[EXECUTION PAGE FOLLOWS]

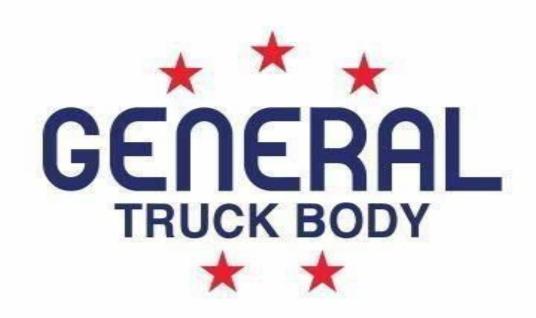
IN WITNESS WHEREOF, the Parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the day signed by the last party.

| FORT BEND COUNTY | GENERAL TRUCK BODY MANUFACTURING, CO. |
|---|--|
| | 16.96 |
| KP George County Judge | Authorized Agent- Signature |
| Date | Chris Maikraoz Authorized Agent- Printed Name |
| ATTEST: | Director of Sales Title |
| Laura Richard, County Clerk | Date 24, 2024 |
| APPROVED: | |
| LeTosha Gale-Lowe, Director and Local Health Authority | |
| AUI | DITOR'S CERTIFICATE |
| I hereby certify that funds are ava obligation of Fort Bend County under thi | to accomplish and pay the scontract. |
| | Robert Ed Sturdivant, County Auditor |
| Exhibit A: Contractor's Response to RFP Exhibit B: RFP 24-016 | 24-016 dated March 25, 2024 |
| i:\agreements\2024 agreements\purchasing\hhs and repairs.mobile health unit (kcj - 06.14.2024) | \general truck body mfg. co. (24-hhs-100719)\service agmt for retrofit |

EXHIBIT A

(Follows Behind)

FORT BEND COUNTY, REQUEST FOR PROPOSAL RETROFIT AND REPAIRS TO MOBIL HEALTH AND HUMAN SERVICES – RFP-24-016



GENERAL TRUCK BODY 7110 JENSEN DR. HOUSTON, TEXAS 77093

CHRIS.MAIKRANZ@GENERALBODY.COM

281-636-0111

Harald Jablonski - GTB "CUSTOM DIVISION" General Manager

Executive Summary

General Truck Body's intentions towards RFP 24-016 "Retrofit and Repairs to Mobile Health Unit for Health and Human Services" are to follow the directed specifications from the both the Pre-RFP Conference and Site Visit, along with the specifications written in the official RFP. The respondents that will oversee this project upon award will be Chris Maikranz – Director of First Responder Group and Harald Jablonski – General Manager of General Truck Body "Custom Division." General Truck Body will utilize the highest quality equipment and material to perform this retrofit and all repairs.

TAB1: COST



General Truck Body Manufacturing Co.

7110 Jensen Dr. Houston, Texas 77093

March 25, 2024

Proposal For: Fort Bend County RFQ – RFQ Retrofit and Repairs to Mobile Health and Human Services

General Truck Body is pleased to provide the following proposal to **Fort Bend County Purchasing office**. This Total Sales Price includes delivery FOB GENERAL TRUCK BODY 6901 Ave. V Houston, Texas 77011.

Quantity: 001

Price Per Unit: - \$132,624.00

Total Contract Price: - \$132,624.00

This quote is an approximation and is valid until June 26, 2024. This estimate is based on limited information provided from the end user regarding project requirements and specifications. Actual cost may change once all project elements are finalized or negotiated. Prior to any changes of sales price, the client will be notified and required to sign off on official Engineering Change Order (ECO). With the uncertainties in the supply chain and the escalating cost of material and logistics, this price quote is valid until June 26, 2024.



General Truck Body Manufacturing Co.

7110 Jensen Dr. Houston, Texas 77093

General Truck Body hosts a highly talented and schooled Engineering Department who will utilize the latest technology in design development (SolidWorks and AutoCAD) to modify the specifications towards this existing apparatus. Each specific request (as listed in Section 26.0) of the build will be methodically input into our system so that all the HHS request can be met to the upmost precision.

Fabrication of this apparatus will take place on both the interior and exterior of this apparatus. 26.1 Will take place on the passenger side of the unit. A new entry exit door will be installed on the passenger side of the forward exam room, the current wheelchair power lift will be relocated for reinstallation under the passenger side entry/exit door. 26.2 The current wheelchair lift will be extracted from its current location and utilized (if functioning) in the new position under entry/exit door. 26.3 All interior sinks will be replumbed so that water flow will be directed to the proper "Fresh" or "Grey" water tanks. Additionally, on-demand Hot water will be available. 26.4 The current "Fresh" water tank will be converted into the new "grey" water tank, and a new larger "fresh" water tank will be installed. 26.5 A total of three awnings will be installed on the upfit module, two eight-foot awnings will be installed on the passenger side over each entry/exit door. One sixteen-foot awning will be installed on the Driver side towards the bulkhead of the module. 26.6 The current

Generator in the apparatus will be extracted out of the unit and relocated on "L" brackets to the forward most portion of the apparatus on the Driver side. The generator will be replumbed and rewired for future operations. The former generator compartment will be outfitted with aluminum sheeting so that the compartment can be utilized for storage. 26.7 The hydraulic power plant for the module "Leveling System" will be relocated to another area of the unit. The powerplant will be secured and protected from external threats or road debris. 26.8 Engineering Department Designs included with this proposal.

Extended Scope of Work

***26.9 Full decal will be removed from the body module prior to fabrication to prevent any harmful or combustible accidents during operations. A new decal wrap will be installed following customer approval.

***27.0 A new aluminum ladder will be constructed and installed on the rear wall, on the passenger side. This ladder will allow operators easy access to the roof of the module.

Per negotiations, the cost of replacing the existing ladder will be replaced with A/C roof unit metal shields to cover the A/C unit and protect from elements and possible falling debris that could damage or destroy the exposed A/C roof unit. The current ladder will be removed and not replaced.



General Truck Body Manufacturing Co.

7110 Jensen Dr. Houston, Texas 77093

- 1.) Montgomery County Sheriff's Office Mobile Command Unit Made fabrication and communication modifications to their existing Mobile Command Unit. Completion time = 130 Days . POC Mark Seal (832)-971-2008
- 2.) South East Texas Regional Advisory Council Mobile Medical Unit Made Fabrication and plumbing modifications to their existing Mobile Medical Unit. Completion time = 90 Days. POC Chris Collier (832)
 - 3.) Halliburton Technical Command Center

Made Fabrication and Electrical modifications to their Technical Command Center. Install slide out to driver side. Install new entry/exit doors to passenger side. Completion time = 120 Days POC N/A



General Truck Body Manufacturing Co.

7110 Jensen Dr. Houston, Texas 77093

The estimated number of business days for work to be completed is 125 days.

TAB5: Overall completeness of Proposal



General Truck Body Manufacturing Co.

7110 Jensen Dr. Houston, Texas 77093

- Vendor Form
- W-9
- Proof of Insurance
- Tax Form/Debt/Resident Certification

**Addendum 2, 2/27/24

Fort Bend County, Texas Request for Proposals



Retrofit and Repairs to Mobile Health Unit for Health and Human Services RFP 24-016

SUBMIT SEALED PROPOSALS TO:

Fort Bend County Purchasing Department Travis Annex 301 Jackson, Suite 201 Richmond, TX 77469

Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery

SUBMIT NO LATER THAN:

**March 26 5, February 27, 2024 2:00 PM (CST)

LABEL ENVELOPE:

RFP 24-016 RETROFIT & REPAIR MOBILE HEALTH UNIT for HHS

ALL PROPOSALS MUST BE TIME/DATE STAMPED AND RECEIVED BY THE PURCHASING OFFICE OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.

PROPOSALS RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES PUBLICLY READ.
PROPOSALS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone. Results will be provided to bidder in writing after Commissioners Court awards. Requests for information must be in writing and directed to: Cheryl Krejci Assistant County Purchasing Agent

Cheryl.Krejci@fortbendcountytx.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to RFP opening).
- > Submit response in accordance with requirements stated on the cover of this document.
- Do NOT submit responses via email or fax.

Prepared: 01/24/24 Issued: 02/04/24



COUNTY PURCHASING AGENT Fort Bend County, Texas

Vendor Information

Jaime Kovar Purchasing Agent

Office (281) 341-8640

| Local Comment | | 02000 (201) 341-0040 | |
|--|---|---|--|
| Legal Company Name (top line of W9) | Reading Truck Equip | ment | |
| Business Name (if different from legal nam | General Truck Body | | |
| Type of Business | Corporation/LLC Sole Proprietor/Individual | Partnership Age in Business? Tax Exempt 104 | |
| Federal ID # or S.S. # | | SAM.gov Unique Entity ID # | |
| SAM.gov CAGE / NCAGE | 8H011 | Office Entity ID # | |
| Publicly Traded Business | X No Yes Ticker S | ymbol | |
| Remittance Address | 7110 Jensen Dr. | | |
| City/State/Zip | Houston, Texas 77093 | | |
| Physical Address | 7110 Jensen Dr. | | |
| City/State/Zip | Houston, Texas 77093 | | |
| Phone Number | 713-933-3677 | | |
| E-mail | chris.maikranz@generalbody.com | | |
| Contact Person | READING TRUCK EQUIPMENT, LLC | | |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise SBE-Small Business Enterprise HUB-Texas Historically Underutilized Business WBE-Women's Business Enterprise | Certification # Certification # Certification # Certification # Certification # | |
| Company's gross annual | | 0-\$4,999,999 | |
| receipts NAICs codes (Please enter | \$5,000,000-\$16,999,999 GEMERA: \$17,000, | 000-\$22,399,999 >\$22,400,000 X | |
| all that apply) | 332999,336212,333924,336214,336390,336120,336211 | | |
| Signature of Authorized Representative | 400 | | |
| Printed Name | Harald Jablonski | | |
| Γitle | General Manager | | |
| Date | March 25, 2024 | | |
| | ······································ | | |

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 SCOPE OF WORK:

It is the intent of Fort Bend County (the "County") to contract with one (1) vendor to retrofit and repair one (1) Mobile Health Unit for Fort Bend County Health and Human Services which meets or exceeds the specifications as stated herein. It is the County's intent that the resulting lump-sum contract will be funded in whole or in part with funding provided under the American Rescue Plan Act ("ARPA"). As such, Respondent is responsible for complying with any and all applicable federal and State statutes, regulations, policies, guidelines, and requirements. In addition to any standard County terms and conditions and other provisions included by the County in the resulting contract, the resulting contract must include the provisions laid out in Exhibit A to this RFP.

*2.0 PROPOSAL SUBMISSION:

*2.1 Questions:

Questions concerning this RFP must be submitted in writing to Ms. Cheryl Krejci, Assistant County Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, Cheryl.Krejci@fortbendcountytx.gov. Responses to questions will be issued in writing only; verbal questions and responses will not be considered. Deadline for submission of questions and/or requests for clarification is no later than 9:00 am (CST), Thursday, February 22 15, 2024. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

- 2.2 When submitting a Proposal in response to this request, the following are required:
 - 2.2.1 One (1) original, five (5) copies and one (1) electronic response on flash drive. Flash drive must contain only one (1) file in PDF format and must match written original response and all copies identically. Failure to provide proper Flash drive, copies and/or original is cause for disqualification.
 - 2.2.2 Ensure that this RFP is included in your Proposal and that all the information requested is included with Respondent's Proposal.
 - 2.2.3 Provide a title page showing the RFP subject, name of Respondent, address, telephone number and email address. The title page must be signed by an officer of the firm.
 - 2.2.4 Provide all required elements as stated herein.

2.3 Proprietary Information:

If a proposal includes any proprietary data or information that the respondent does not want disclosed to the public, such data or information must be clearly identified on every page on which it is found. Data or information so identified will be used by Fort Bend County officials and representatives solely for the purpose of evaluating Proposals and conducting contract negotiations.

2.4 Modification or Withdrawal of Proposals:

Any proposal may be withdrawn or modified by written request of the Respondent prior to the deadline for submission. Modifications received after the submission deadline will not be considered. No proposal may be withdrawn for a period of ninety (90) calendar days after opening without permission of Fort Bend County. Respondents will be accorded fair and equal treatment with respect to any opportunity for discussion and revision. Fort Bend County reserves the right to request best and final offers or additional information from each Respondent after proposals are evaluated.

2.5 Preparation of Proposal:

Proposals must be in correct format and complete. Respondents are expected to address all items in as much detail as necessary for Fort Bend County representatives to make a fair evaluation of the company and the proposal.

2.6 Opening of Proposals:

Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

2.7 Contract Award:

Fort Bend County Commissioners Court will award the contract to the responsible company(s) who has been determined to be the best evaluated offer. Accordingly, Fort Bend County may award a contract to a Respondent that is not the least-priced bidder. Fort Bend County reserves the right to reject any or all proposals and is not obligated to award a contract pursuant to this RFP. It is Fort Bend County's intent to award one contract as a result of this solicitation, but the County reserves the right to award a contract to multiple firms if it deems doing so is in the County's best interest.

2.8 Exceptions to RFP:

Any and all exceptions/substitutes, conditions, or qualifications to the provisions contained herein must be clearly identified as such together with reasons for taking exception and inserted in the proposal along with associated costs.

3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Assistant Purchasing Agent, as outlined below. Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact. Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

PROPOSAL CONTACT:

Cheryl Krejci
Assistant County Purchasing Agent
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Cheryl.Krejci@fortbendcountytx.gov

4.0 TEXAS ETHICS COMMISSION FORM 1295:

4.1 Effective January 1, 2016, all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties," per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, Proposal or any contracts, contract amendments, renewals, or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

- 4.2 On-line instructions:
 - 4.2.1 Name of governmental entity is to read: Fort Bend County.
 - 4.2.2 Identification number is: <u>RFP 24-016</u>.
 - 4.2.3 Description is: Mobile Health Unit Retrofit and Repairs.
- 4.3 Highest evaluated vendor will be required to provide the Form 1295 within three (3) calendar days from contract award notification; however, if your company is publicly traded you are not required to complete the form.

**5.0 TENTATIVE SCHEDULE:

Release of RFP:

*Pre-RFP and Site Visit:

*Deadline for Questions:

*Submission Due Date:

**Evaluation of Submissions:

**Commissioners Court Permission to Negotiate:

**Negotiations:

**Final Contract Approval Commissioners Court:

February 4, 2024

February 20 13, 2024 February 22 15, 2024

March 26 5 February 27, 2024

Week of April 8 March 11th, 2024

April 23 March 26, 2024

Beginning April 24 1st, 2024

May 28 14, 2024

*6.0 PRE-RFP CONFERENCE AND SITE VISIT:

A pre-RFP conference will be conducted on **Tuesday**, **February 20 13**, **2024 at 2:30 PM** (CST). The pre-RFP conference will be held at Fort Bend County Road and Bridge (where the mobile health unit is housed), 12919 Dairy Ashford, Sugar Land, TX 77478. Vendors are responsible for taking their own measurements.

7.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This project will be deemed a separate project for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this project. Respondent is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, Respondent should state these items at cost.

8.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

9.0 ACCEPTANCE:

- 9.1 Submission of any proposal indicates a respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.
- 9.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to

- accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.
- 9.3 Although Fort Bend County desires to negotiate toward a contract with a selected respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

*10.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

- 10.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential respondent find discrepancies, omissions or ambiguities in this proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **Thursday**, **February 22 15**, 2024 at 9:00 AM (CST). Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.
- 10.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this proposal, an addendum will be posted to the County website. The respondent is required to acknowledge receipts of amendments in their proposal. It is the respondent's responsibility to ensure receipt of all addenda and amendments to this proposal before submitting their proposals.

11.0 RETENTION OF RESPONDENT'S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

12.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

12.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.

- 12.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;
- 12.3 No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

13.0 ASSIGNMENT:

The respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

14.0 CONFIDENTIAL MATTERS:

- 14.1 All data and information gathered by the respondent and its agents, including this proposal and all reports, recommendations, specifications, and data shall be treated by the respondent and it's agents as confidential. The respondent and it's agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.
- 14.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

15.0 LIMITS OF SUBCONTRACTORS:

- 15.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.
- Any dispute between the respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

16.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of

the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

17.0 INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the respondent shall be deemed for any reason to be an employee or agent of the County.

18.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 18.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

19.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor 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.

20.0 AMERICANS WITH DISABILITIES ACT (ADA)

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

21.0 DRUG-FREE WORKPLACE:

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

22.0 INSURANCE:

22.1 All respondents shall submit, with RFP, a <u>current</u> certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of

insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

- 22.2 At contract execution, contractor 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. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor 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. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's 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:
 - 22.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 22.2.2 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.
 - 22.2.3 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.
 - 22.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
 - 22.2.5 Garage-keepers liability insurance with limits of not less than \$400,000 if stored on contractor's property.
- 22.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

22.4 If required coverage is written on a claims-made basis, contractor 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 (2) years beginning from the time that work under the agreement is completed.

23.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

- 23.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 23.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 23.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 23.4 Respondent's indemnification shall cover, and respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 23.5 The provision by respondent of insurance shall not limit the liability of Respondent under an agreement.
- 23.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to

hold it harmless from all claims for bodily injury and property damage that arise may from said respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way 23.7 liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of respondent and/or trade contractor providing such insurance.

24.0 **EVALUATION CRITERIA:**

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

Respondents are required to follow the outline below when preparing their 24.1 proposals:

Tab Title

Title Page

Table of Contents

Executive Summary

- 1 Cost
- 2 Understanding Scope of Work
- 3 Firm's Experience
- 4 Schedule
- 5 Overall Completeness of Proposal
- Any exceptions to the Proposal requirements shall be identified in the applicable 24.2 section.
- Executive Summary This part of the response to the Proposal should be limited to 24.3 a brief narrative highlighting the Respondent's proposal. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Respondent.
- Respondents will be evaluated utilizing the factors, as weighted below: 24.4

Tab 1

Cost (weight factor = 40%)

Tab 2

Understanding Scope of Work (weight factor = 15%)

- Respondents must express, in detail, their understanding of the specifications. Describe the approach your firm will take to accomplish the project.
- Describe the fabrication and system design, as well as documented reliability and other design and performance elements of the components that comprise those systems. Provide the location where retrofit and repairs will take place.

Tab 3

Firm's Experience (weight factor = 20%)

Firm Experience with Similar Projects: Such experience must be in the form of providing modifications and/or repairs to mobile units of state/municipal/county government. List a minimum of three (3) references within the last five (5) years; provide the name and location of the client, description of project, date of delivery, completion time for delivery, and a contact person with phone number and email address.

Tab 4

Schedule (weight factor = 20%)

> Provide total number of calendar days for work to be completed.

Tab 5

Overall Completeness of Proposal (weight factor = 5%)

- Proof of Insurance
- Vendor Form
- ➤ W9 form
- Tax Form/Debt/Residence Certification

25.0 EVALUATION PROCESS:

25.1 After the Proposals are received, the evaluation team shall evaluate each Proposal that was submitted on time, and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation for overall proposal content and its conformance to requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to assure that it has been evaluated fairly, impartially, and comprehensively. Following this initial evaluation, the evaluation team may

recommend entering into contract negotiations without further discussion with Respondents, or the firms submitting the top rated proposals may be asked to make an oral presentation to the evaluation team for the propose of further clarification and evaluation of the proposals.

- 25.2 If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview. During the interview portion of the meeting, the evaluation team shall advise the Respondent of deficiencies in the proposal and shall allow the Respondent to satisfy the requirements, questions, or concerns by submitting a final offer. The Respondent may decide not to modify their proposal and may inform Fort Bend County that the offer is firm and final.
- 25.3 The evaluation team shall not disclose any information included in a firm's proposal to another firm during the RFP process and shall not disclose any information for the purpose of bringing one firm's proposal up to that of a competitor's proposal.
- 25.4 After final offers are received, the evaluation team shall reevaluate each of the final offers, including those deemed final at the interview. The final offers shall be evaluated on the same criteria used in the first evaluation.
- 25.5 Fort Bend County reserves the right to reject any and all proposals received for any reason that would be to the benefit of Fort Bend County.
- 25.6 All Proposals submitted are to be valid for a period of ninety (90) days.

26.0 SPECIFICATIONS:

Provide pricing to provide and install the below inclusive of but not limited to delivery. See Exhibits B through E for drawings of current and proposed placement.

- 26.1 Provide and install one (1) additional door to passenger side of unit at front exam room along with mounting hardware for non-ambulatory/wheelchair power lift at the door into exam room.
- 26.2 Repair handicap lift system so that it will rise and not interfere with current door in place.
- 26.3 Provide and install water lines and drain pipes to front and back office sinks to tie into fresh water and grey water tanks, as well as, provide and install on-demand hot water to sinks. (The current bathroom sink on-demand is broken.)
- 26.4 Turn current fresh water tank (40 gallon) into grey water tank and provide and install larger fresh water tank to accommodate new system.

- 26.5 Provide and install two (2) awnings (one (1) to each side of unit) the entire length of the unit.
- 26.6 Repair generator airbag support system. (Compressor is not working.)
- 26.7 Remount hydraulic tank bracket for leveling jacks for better support as it leaks when unit is in motion due to sway.
- 26.8 Respondent is required to provide approved engineered drawings of functionality and/or physicality of the tasks listed.

27.0 AWARD:

Proposals will be opened on the date specified on the cover page and kept confidential until the Fort Bend County Commissioners Court awards a final negotiated contract. Only the names of the respondents will be read aloud during the opening. All proposals that have been submitted shall be open to public inspection after the contract award.

The County will select the respondent whose proposal is the highest evaluated and responsible for the County. Contractual commitments are contingent upon the availability of funds, as evidenced by the issuance of a purchase order. All contracts are subject to the approval of the County's legal counsel and Commissioners' Court, prior to execution. Once awarded, the contract will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual agreement, in writing.

28.0 SOCIOECONOMIC CONTRACTING:

If Respondent intends to subcontract any work related to this RFP and the subsequent contract, Respondent must, pursuant to 2 C.F.R. § 200.321, take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- 28.1 Solicitation Lists. The Contractor must place small and minority businesses and women's business enterprises on solicitation lists.
- 28.2 Solicitations. The Contractor must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources.
- 28.3 Dividing Requirements. The Contractor must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- 28.4 Delivery Schedules. The Contractor must establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.
- 28.5 Obtaining Assistance. The Contractor must use the services and assistance, as

appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

29.0 VENDOR STATUS:

The awarded vendor is required to hold an <u>active</u> status on the SAM.gov website https://sam.gov/content/home, along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/.

30.0 REQUIRED FORMS:

All vendors submitting are required to complete the attached and return with submission:

- 30.1 Vendor Form
- 30.2 W9 Form
- 30.3 Proof of Insurance
- 30.4 Tax Form/Debt/Residence Certification

31.0 EXHIBITS:

- 31.1 Exhibit A: Federal Clauses
- 31.2 Exhibit B: Current Drawings
- 31.3 Exhibit C: Drawing Markup
- 31.4 Exhibit D: Drawing Markup, Rear
- 31.5 Exhibit E: Drawing Markup, Under

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form If it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An Individual who is a U.S. citizen or U.S. resident allen;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301,7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entitles).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 6 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).

- 3. The IRS tells the requester that you furnished an incorrect TIN,
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt, in addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Fallure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding, if you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TiNs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(o)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. Tin.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" In the space provided. If the LLC has filled Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys'
 fees or gross proceeds paid to attorneys, and corporations that provide medical or
 health care services are not exempt with respect to payments reportable on Form
 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line $4 \cdot$

- 1~An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- $4-\!\mathrm{A}$ foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 8-A real estate investment trust
- 9--An entity registered at all times during the tax year under the investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11-A financial institution
- 12—A middleman known in the Investment community as a nominee or custodian
- 13-A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for | THEN the payment is exempt for |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B-The United States or any of its agencies or instrumentalities
- C-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expended affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
 - G-A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
 - I-A common trust fund as defined in section 584(a)
- J-A bank as defined in section 581
- K-A broker
- L-A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident allen and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN, if the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS individual Taxpayer identification Number, to apply for an ITIN, or Form SS-4, Application for Employer identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3678).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident allen, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TiN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TiN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TiN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds pald to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| what reduce and reduces to give the Requester | |
|--|---|
| For this type of account: | Give name and SSN of: |
| Individual Two or more individuals (joint account) | The individual The actual owner of the account or, If combined funds, the first individual on the account |
| Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee¹ The actual owner¹ |
| Sole proprietorship or disregarded entity owned by an individual | The owner" |
| Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity |
| Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| Association, club, religious, charitable, educational, or other tax- exempt organization | The organization |
| 11. Partnership or multi-member LLC 12. A broker or registered nominee | The partnership The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B)) | The trust |

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

- You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TiN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2.
 *Note, Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN.
- Ensure your employer is protecting your SSN, and
- · Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance,

Victims of identity theft who are experiencing economic harm or a system problem, or are seaking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scarn the user into surrendering private information that will be used for identity theft.

 The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of texable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing faise or fraudulent information.

² Circle the minor's name and furnish the minor's SSN,

CONTRACT PROVISIONS FOR CONTRACTS UTILIZING FEDERAL AWARDS FROM THE AMERICAN RESCUE PLAN ACT OF 2021 (APRA)

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal funds from the American Rescue Plan Act of 2021 (ARPA). As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the small purchase threshold as set by the County, 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. Remedies and Breach.

Contracts for more than the small purchase threshold currently set by the County at \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. Termination.

All contracts of \$10,000 or more must address termination for cause and for convenience by the Contractor including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity for Non-construction Contracts.

The following clause applies for all non-construction contracts.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual

orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a

means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Equal Employment Opportunity for all "federally assisted" Construction Contracts.

The following clause applies for all federally assisted construction contracts where "federally assisted construction contracts" is defined as in 41 C.F.R. Part 60-1.3, or any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the

employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. Davis-Bacon Act.

The Davis-Bacon Act requirements do not apply to projects where the expected total cost is under \$10 million dollars and where funding is provided solely with State and Local Fiscal Recovery Funds (SLFRF), except for certain SLFRF-funded construction projects undertaken

by the District of Columbia. For all projects funded solely with State and Local Fiscal Recovery Funds (SLFRF), where the expected total cost is more than \$10 million dollars the following clause will apply:

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

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

The following clause applies only for contracts of \$100,000 or more that involve the employment of mechanics or laborers.

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Contractor shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) in all subcontracts of \$100,000 or more that involve the employment of mechanics or laborers.

7. Rights to Inventions under a Contract or Agreement.

The following clause only applies to contracts where the work is related to the performance of experimental, developmental, or research work funded by federal funds or where the work performed is subject to copyright.

Contractor acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract. Contractor will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements".

8. Clean Air.

The following clause applies only for contracts of \$150,000 or more.

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 appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. Clean Water.

The following clause applies only for contracts of \$150,000 or more.

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

appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

10. Government-wide Debarment and Suspension.

The following clause applies only for contracts of \$25,000 or more.

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. A contract award in any tier 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 Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. Byrd Anti-Lobbying Amendment.

The following clause applies only for contracts of \$100,000 or more.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Contractor certifies that it and all its subcontractors at every tier will not and have 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, award, including any extension, continuation, renewal,

amendment, or modification covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

12. Procurement of Recovered Materials.

The Contractor agrees to 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. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired 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.

13. Prohibited Telecommunications and Video Surveillance Services and Equipment.

Contractor understands and acknowledges that under 2 CFR 200.216, the County is prohibited from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities).

Contractor, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i.) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (ii.) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (iii.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the

Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

14. Domestic Preferences for Procurements.

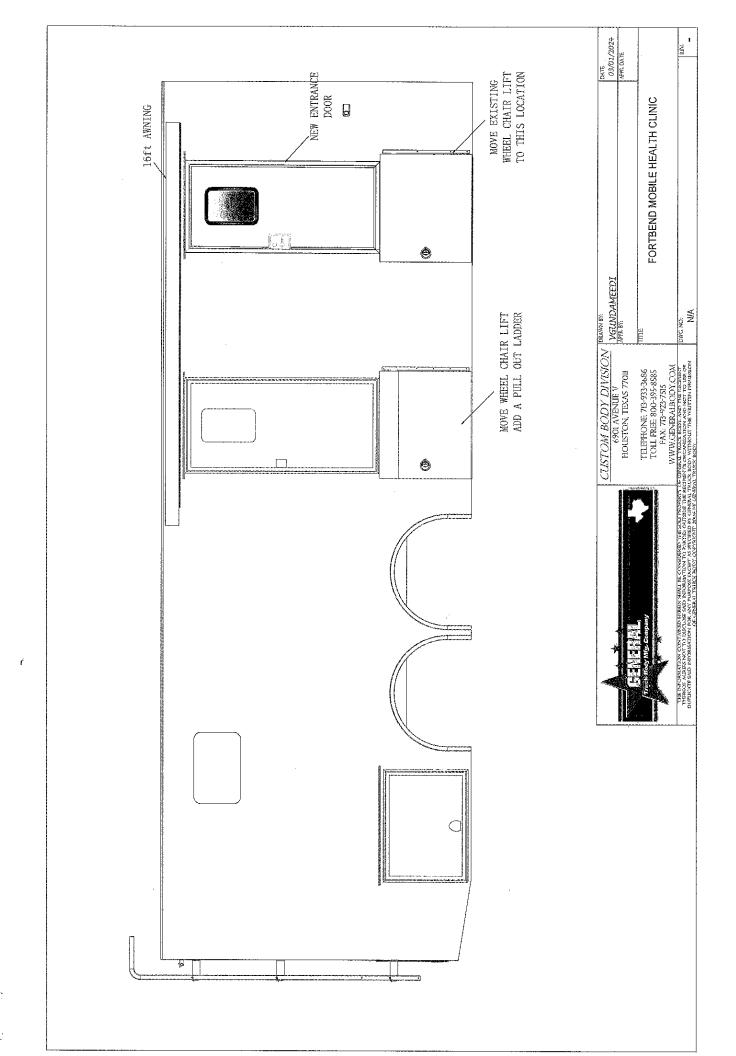
As appropriate and to the extent consistent with law, Contractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

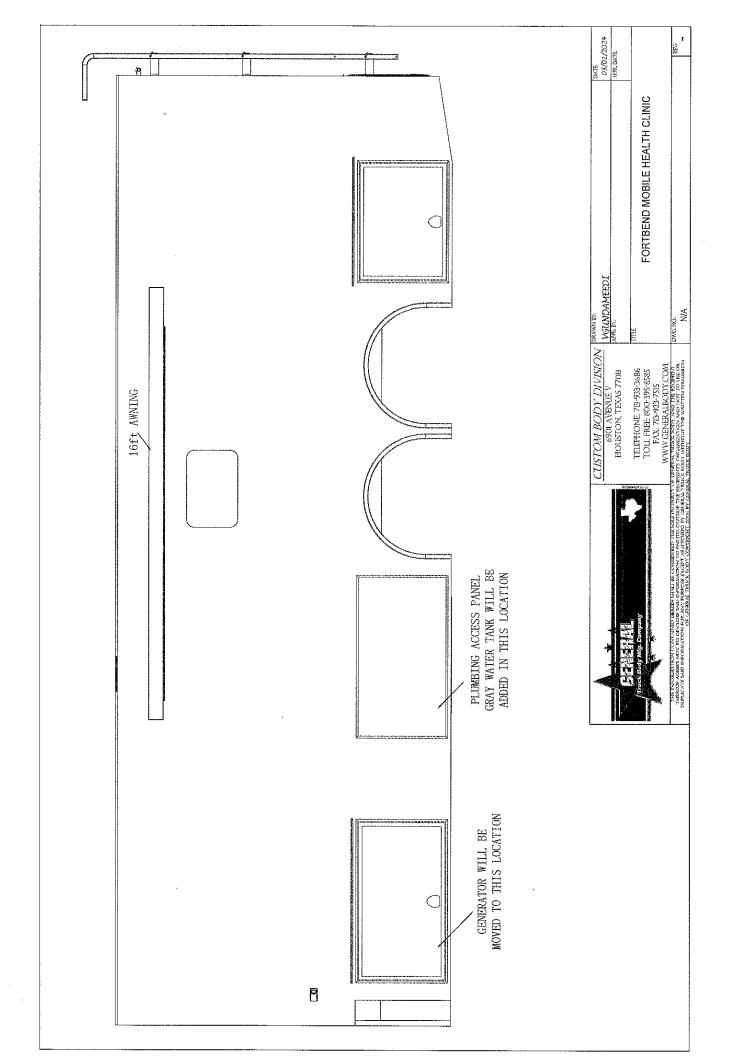
15. Records and Financial Documents

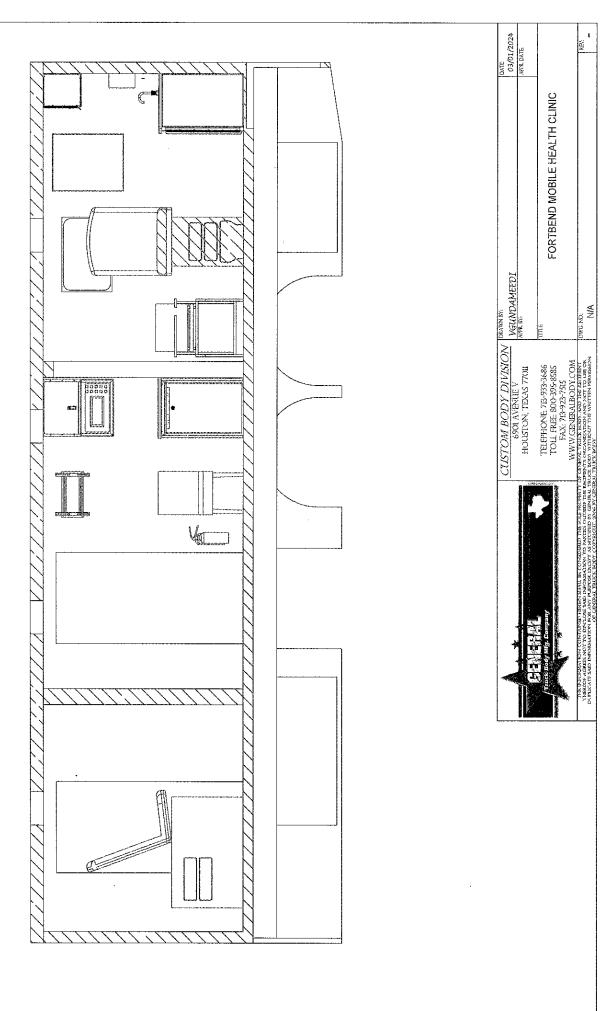
Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Records shall be maintained by Grantee/Contractor for a period of five years after all funds have been expended or returned to Treasury, whichever is later.

16. Compliance with Section 603 Regulations and Guidance.

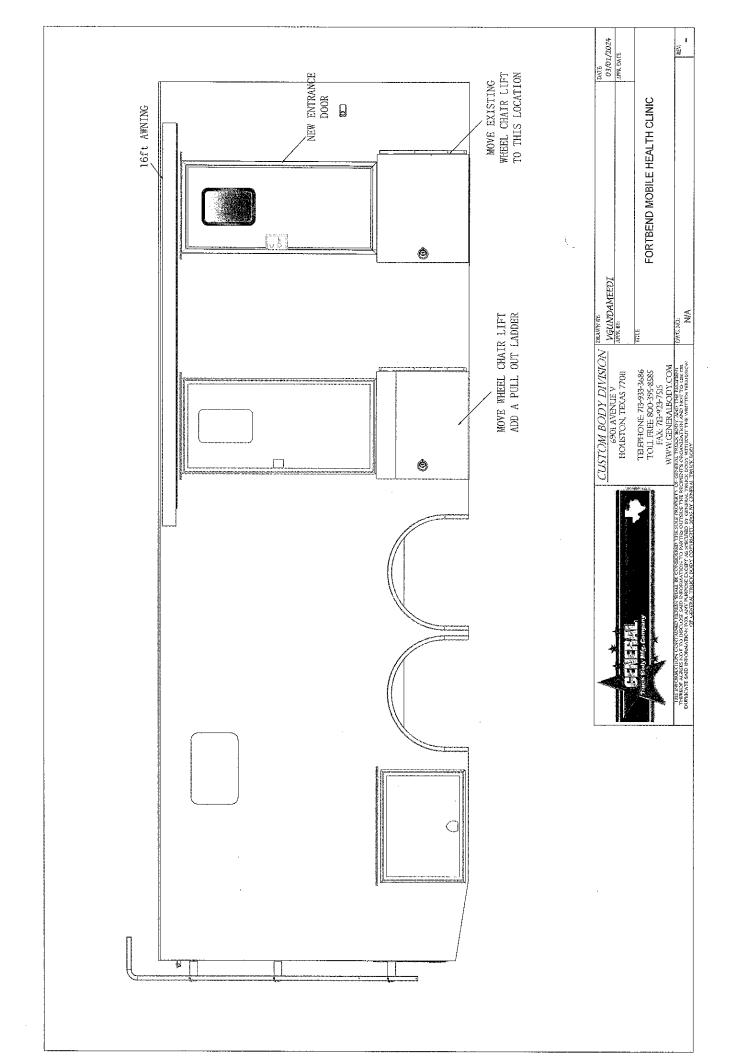
Contractor agrees to comply with the requirements of section 603 of the Social Security Act "(the Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation, (1) statutes and regulations prohibiting discrimination applicable to this award, (2) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury; (3) Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act; (4) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and Appendix A to 2 C.F.R. Part 25; and (6) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, and Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

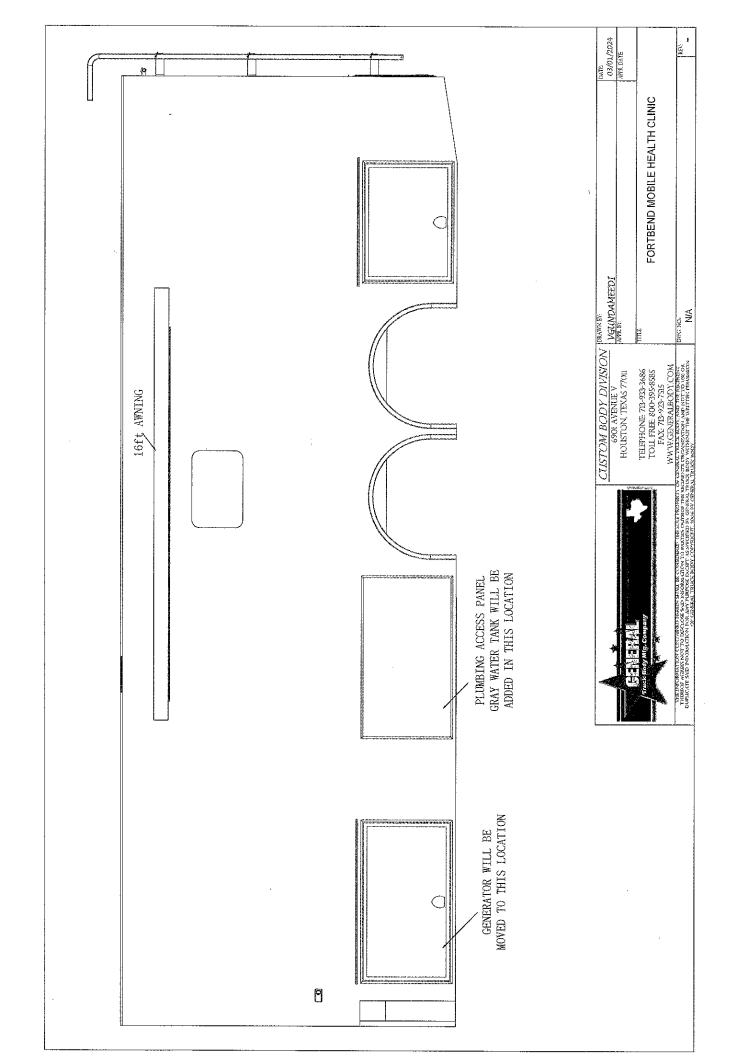


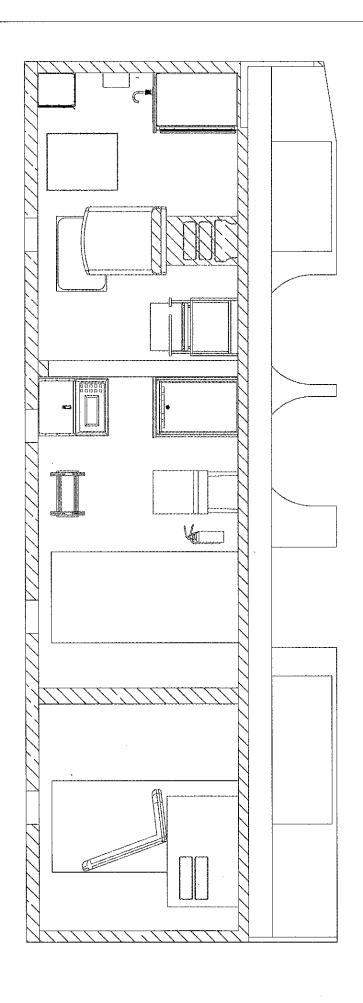




DWG.NO:









DATE 03/01/2024 3PR. DATE

FORTBEND MOBILE HEALTH CLINIC

DWG NO.

EXHIBIT B

(Follows Behind)

COUNTY PURCHASING AGENT

Fort Bend County, Texas



(281) 341-8640 Fax (281) 341-8645

February 27, 2024

TO: All Prospective Respondents

RE: Addendum No.2 – Fort Bend County RFP 24-016 – Retrofit and Repairs to Mobile Health

Unit for Health and Human Services

Addendum 2:

Addendum 2 has been posted to the County's website. Vendors are to use Addendum 2 documents while preparing their proposal. The proposal due date has been extended to 2:00 PM, March 26, 2024.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Olivia Rios at $\underline{Olivia.Rios@fortbendcountytx.gov}$.

Company Name

Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

Cheryl Krejci

Assistant County Purchasing Agent

**Addendum 2, 2/27/24

Fort Bend County, Texas Request for Proposals



Retrofit and Repairs to Mobile Health Unit for Health and Human Services RFP 24-016

SUBMIT SEALED PROPOSALS TO:

Fort Bend County Purchasing Department Travis Annex 301 Jackson, Suite 201 Richmond, TX 77469

Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery

SUBMIT NO LATER THAN:

**March 26 5, February 27, 2024 2:00 PM (CST)

LABEL ENVELOPE:

RFP 24-016 RETROFIT & REPAIR MOBILE HEALTH UNIT for HHS

ALL PROPOSALS MUST BE TIME/DATE STAMPED AND RECEIVED BY THE PURCHASING OFFICE OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.

PROPOSALS RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES PUBLICLY READ. PROPOSALS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone. Results will be provided to bidder in writing after Commissioners Court awards. Requests for information must be in writing and directed to: Cheryl Krejci Assistant County Purchasing Agent

Cheryl.Krejci@fortbendcountytx.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to RFP opening).
- > Submit response in accordance with requirements stated on the cover of this document.
- Do NOT submit responses via email or fax.

Prepared: 01/24/24 Issued: 02/04/24

1.0 SCOPE OF WORK:

It is the intent of Fort Bend County (the "County") to contract with one (1) vendor to retrofit and repair one (1) Mobile Health Unit for Fort Bend County Health and Human Services which meets or exceeds the specifications as stated herein. It is the County's intent that the resulting lump-sum contract will be funded in whole or in part with funding provided under the American Rescue Plan Act ("ARPA"). As such, Respondent is responsible for complying with any and all applicable federal and State statutes, regulations, policies, guidelines, and requirements. In addition to any standard County terms and conditions and other provisions included by the County in the resulting contract, the resulting contract must include the provisions laid out in Exhibit A to this RFP.

*2.0 PROPOSAL SUBMISSION:

*2.1 Questions:

Questions concerning this RFP must be submitted in writing to Ms. Cheryl Krejci, Assistant County Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, Cheryl.Krejci@fortbendcountytx.gov. Responses to questions will be issued in writing only; verbal questions and responses will not be considered. Deadline for submission of questions and/or requests for clarification is **no later than 9:00 am (CST)**, Thursday, February 22 15, 2024. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

- 2.2 When submitting a Proposal in response to this request, the following are required:
 - 2.2.1 One (1) original, five (5) copies and one (1) electronic response on flash drive. Flash drive must contain only one (1) file in PDF format and must match written original response and all copies identically. Failure to provide proper Flash drive, copies and/or original is cause for disqualification.
 - 2.2.2 Ensure that this RFP is included in your Proposal and that all the information requested is included with Respondent's Proposal.
 - 2.2.3 Provide a title page showing the RFP subject, name of Respondent, address, telephone number and email address. The title page must be signed by an officer of the firm.
 - 2.2.4 Provide all required elements as stated herein.

2.3 Proprietary Information:

If a proposal includes any proprietary data or information that the respondent does not want disclosed to the public, such data or information must be clearly identified on every page on which it is found. Data or information so identified will be used by Fort Bend County officials and representatives solely for the purpose of evaluating Proposals and conducting contract negotiations.

2.4 Modification or Withdrawal of Proposals:

Any proposal may be withdrawn or modified by written request of the Respondent prior to the deadline for submission. Modifications received after the submission deadline will not be considered. No proposal may be withdrawn for a period of ninety (90) calendar days after opening without permission of Fort Bend County. Respondents will be accorded fair and equal treatment with respect to any opportunity for discussion and revision. Fort Bend County reserves the right to request best and final offers or additional information from each Respondent after proposals are evaluated.

2.5 Preparation of Proposal:

Proposals must be in correct format and complete. Respondents are expected to address all items in as much detail as necessary for Fort Bend County representatives to make a fair evaluation of the company and the proposal.

2.6 Opening of Proposals:

Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

2.7 Contract Award:

Fort Bend County Commissioners Court will award the contract to the responsible company(s) who has been determined to be the best evaluated offer. Accordingly, Fort Bend County may award a contract to a Respondent that is not the least-priced bidder. Fort Bend County reserves the right to reject any or all proposals and is not obligated to award a contract pursuant to this RFP. It is Fort Bend County's intent to award one contract as a result of this solicitation, but the County reserves the right to award a contract to multiple firms if it deems doing so is in the County's best interest.

2.8 Exceptions to RFP:

Any and all exceptions/substitutes, conditions, or qualifications to the provisions contained herein must be clearly identified as such together with reasons for taking exception and inserted in the proposal along with associated costs.

3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Assistant Purchasing Agent, as outlined below. Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact. Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

PROPOSAL CONTACT:

Cheryl Krejci
Assistant County Purchasing Agent
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Cheryl.Krejci@fortbendcountytx.gov

4.0 TEXAS ETHICS COMMISSION FORM 1295:

4.1 Effective January 1, 2016, all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties," per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, Proposal or any contracts, contract amendments, renewals, or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit:

https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm.

- 4.2 On-line instructions:
 - 4.2.1 Name of governmental entity is to read: Fort Bend County.
 - 4.2.2 Identification number is: RFP 24-016.
 - 4.2.3 Description is: Mobile Health Unit Retrofit and Repairs.
- 4.3 Highest evaluated vendor will be required to provide the Form 1295 within three (3) calendar days from contract award notification; however, if your company is publicly traded you are not required to complete the form.

**5.0 TENTATIVE SCHEDULE:

Release of RFP: February 4, 2024
*Pre-RFP and Site Visit: February 20 13, 2024
*Deadline for Questions: February 22 15, 2024

*Submission Due Date: March 26 5 February 27, 2024 **Evaluation of Submissions: Week of April 8 March 11th, 2024

**Commissioners Court Permission to Negotiate: April 23 March 26, 2024

**Negotiations: Beginning April 24 1st, 2024

**Final Contract Approval Commissioners Court: May 28 14, 2024

*6.0 PRE-RFP CONFERENCE AND SITE VISIT:

A pre-RFP conference will be conducted on **Tuesday, February 20 13, 2024 at 2:30 PM** (CST). The pre-RFP conference will be held at Fort Bend County Road and Bridge (where the mobile health unit is housed), 12919 Dairy Ashford, Sugar Land, TX 77478. Vendors are responsible for taking their own measurements.

7.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This project will be deemed a separate project for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this project. Respondent is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, Respondent should state these items at cost.

8.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

9.0 ACCEPTANCE:

- 9.1 Submission of any proposal indicates a respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.
- 9.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to

- accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.
- 9.3 Although Fort Bend County desires to negotiate toward a contract with a selected respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

*10.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

- 10.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential respondent find discrepancies, omissions or ambiguities in this proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **Thursday**, **February 22 15**, **2024 at 9:00 AM** (CST). Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.
- 10.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this proposal, an addendum will be posted to the County website. The respondent is required to acknowledge receipts of amendments in their proposal. It is the respondent's responsibility to ensure receipt of all addenda and amendments to this proposal before submitting their proposals.

11.0 RETENTION OF RESPONDENT'S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

12.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

12.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.

- 12.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;
- 12.3 No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

13.0 ASSIGNMENT:

The respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

14.0 CONFIDENTIAL MATTERS:

- 14.1 All data and information gathered by the respondent and its agents, including this proposal and all reports, recommendations, specifications, and data shall be treated by the respondent and it's agents as confidential. The respondent and it's agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.
- 14.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

15.0 LIMITS OF SUBCONTRACTORS:

- 15.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.
- 15.2 Any dispute between the respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

16.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of

the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

17.0 INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the respondent shall be deemed for any reason to be an employee or agent of the County.

18.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 18.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 18.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

19.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor 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.

20.0 AMERICANS WITH DISABILITIES ACT (ADA)

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

21.0 DRUG-FREE WORKPLACE:

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

22.0 INSURANCE:

22.1 All respondents shall submit, with RFP, a <u>current</u> certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of

insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

- 22.2 At contract execution, contractor 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. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor 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. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's 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:
 - 22.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 22.2.2 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.
 - 22.2.3 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.
 - 22.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
 - 22.2.5 Garage-keepers liability insurance with limits of not less than \$400,000 if stored on contractor's property.
- 22.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

22.4 If required coverage is written on a claims-made basis, contractor 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 (2) years beginning from the time that work under the agreement is completed.

23.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

- 23.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 23.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 23.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 23.4 Respondent's indemnification shall cover, and respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 23.5 The provision by respondent of insurance shall not limit the liability of Respondent under an agreement.
- 23.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to

hold it harmless from all claims for bodily injury and property damage that arise may from said respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

23.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of respondent and/or trade contractor providing such insurance.

24.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

24.1 Respondents are required to follow the outline below when preparing their proposals:

Tab Title

Title Page

Table of Contents

Executive Summary

- 1 Cost
- 2 Understanding Scope of Work
- 3 Firm's Experience
- 4 Schedule
- 5 Overall Completeness of Proposal
- 24.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.
- 24.3 Executive Summary This part of the response to the Proposal should be limited to a brief narrative highlighting the Respondent's proposal. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Respondent.
- 24.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Cost (weight factor = 40%)

Tab 2

Understanding Scope of Work (weight factor = 15%)

- Respondents must express, in detail, their understanding of the specifications. Describe the approach your firm will take to accomplish the project.
- ➤ Describe the fabrication and system design, as well as documented reliability and other design and performance elements of the components that comprise those systems. Provide the location where retrofit and repairs will take place.

Tab 3

Firm's Experience (weight factor = 20%)

Firm Experience with Similar Projects: Such experience must be in the form of providing modifications and/or repairs to mobile units of state/municipal/county government. List a minimum of three (3) references within the last five (5) years; provide the name and location of the client, description of project, date of delivery, completion time for delivery, and a contact person with phone number and email address.

Tab 4

Schedule (weight factor = 20%)

Provide total number of calendar days for work to be completed.

Tab 5

Overall Completeness of Proposal (weight factor = 5%)

- > Proof of Insurance
- Vendor Form
- ➤ W9 form
- Tax Form/Debt/Residence Certification

25.0 EVALUATION PROCESS:

25.1 After the Proposals are received, the evaluation team shall evaluate each Proposal that was submitted on time, and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation for overall proposal content and its conformance to requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to assure that it has been evaluated fairly, impartially, and comprehensively. Following this initial evaluation, the evaluation team may

recommend entering into contract negotiations without further discussion with Respondents, or the firms submitting the top rated proposals may be asked to make an oral presentation to the evaluation team for the propose of further clarification and evaluation of the proposals.

- 25.2 If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview. During the interview portion of the meeting, the evaluation team shall advise the Respondent of deficiencies in the proposal and shall allow the Respondent to satisfy the requirements, questions, or concerns by submitting a final offer. The Respondent may decide not to modify their proposal and may inform Fort Bend County that the offer is firm and final.
- 25.3 The evaluation team shall not disclose any information included in a firm's proposal to another firm during the RFP process and shall not disclose any information for the purpose of bringing one firm's proposal up to that of a competitor's proposal.
- 25.4 After final offers are received, the evaluation team shall reevaluate each of the final offers, including those deemed final at the interview. The final offers shall be evaluated on the same criteria used in the first evaluation.
- 25.5 Fort Bend County reserves the right to reject any and all proposals received for any reason that would be to the benefit of Fort Bend County.
- 25.6 All Proposals submitted are to be valid for a period of ninety (90) days.

26.0 SPECIFICATIONS:

Provide pricing to provide and install the below inclusive of but not limited to delivery. See Exhibits B through E for drawings of current and proposed placement.

- 26.1 Provide and install one (1) additional door to passenger side of unit at front exam room along with mounting hardware for non-ambulatory/wheelchair power lift at the door into exam room.
- 26.2 Repair handicap lift system so that it will rise and not interfere with current door in place.
- 26.3 Provide and install water lines and drain pipes to front and back office sinks to tie into fresh water and grey water tanks, as well as, provide and install on-demand hot water to sinks. (The current bathroom sink on-demand is broken.)
- 26.4 Turn current fresh water tank (40 gallon) into grey water tank and provide and install larger fresh water tank to accommodate new system.

- 26.5 Provide and install two (2) awnings (one (1) to each side of unit) the entire length of the unit.
- 26.6 Repair generator airbag support system. (Compressor is not working.)
- 26.7 Remount hydraulic tank bracket for leveling jacks for better support as it leaks when unit is in motion due to sway.
- 26.8 Respondent is required to provide approved engineered drawings of functionality and/or physicality of the tasks listed.

27.0 AWARD:

Proposals will be opened on the date specified on the cover page and kept confidential until the Fort Bend County Commissioners Court awards a final negotiated contract. Only the names of the respondents will be read aloud during the opening. All proposals that have been submitted shall be open to public inspection after the contract award.

The County will select the respondent whose proposal is the highest evaluated and responsible for the County. Contractual commitments are contingent upon the availability of funds, as evidenced by the issuance of a purchase order. All contracts are subject to the approval of the County's legal counsel and Commissioners' Court, prior to execution. Once awarded, the contract will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual agreement, in writing.

28.0 SOCIOECONOMIC CONTRACTING:

If Respondent intends to subcontract any work related to this RFP and the subsequent contract, Respondent must, pursuant to 2 C.F.R. § 200.321, take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- 28.1 Solicitation Lists. The Contractor must place small and minority businesses and women's business enterprises on solicitation lists.
- 28.2 Solicitations. The Contractor must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources.
- 28.3 Dividing Requirements. The Contractor must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- 28.4 Delivery Schedules. The Contractor must establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.
- 28.5 Obtaining Assistance. The Contractor must use the services and assistance, as

appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

29.0 VENDOR STATUS:

The awarded vendor is required to hold an <u>active</u> status on the SAM.gov website https://sam.gov/content/home, along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/.

30.0 REQUIRED FORMS:

All vendors submitting are required to complete the attached and return with submission:

- 30.1 Vendor Form
- 30.2 W9 Form
- 30.3 Proof of Insurance
- 30.4 Tax Form/Debt/Residence Certification

31.0 EXHIBITS:

- 31.1 Exhibit A: Federal Clauses
- 31.2 Exhibit B: Current Drawings
- 31.3 Exhibit C: Drawing Markup
- 31.4 Exhibit D: Drawing Markup, Rear
- 31.5 Exhibit E: Drawing Markup, Under

CONTRACT PROVISIONS FOR CONTRACTS UTILIZING FEDERAL AWARDS FROM THE AMERICAN RESCUE PLAN ACT OF 2021 (APRA)

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal funds from the American Rescue Plan Act of 2021 (ARPA). As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the small purchase threshold as set by the County, 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. Remedies and Breach.

Contracts for more than the small purchase threshold currently set by the County at \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. Termination.

All contracts of \$10,000 or more must address termination for cause and for convenience by the Contractor including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity for Non-construction Contracts.

The following clause applies for all non-construction contracts.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual

orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a

means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Equal Employment Opportunity for all "federally assisted" Construction Contracts.

The following clause applies for all federally assisted construction contracts where "federally assisted construction contracts" is defined as in 41 C.F.R. Part 60-1.3, or any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the

employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. Davis-Bacon Act.

The Davis-Bacon Act requirements do not apply to projects where the expected total cost is under \$10 million dollars and where funding is provided solely with State and Local Fiscal Recovery Funds (SLFRF), except for certain SLFRF-funded construction projects undertaken

by the District of Columbia. For all projects funded solely with State and Local Fiscal Recovery Funds (SLFRF), where the expected total cost is *more than \$10 million dollars* the following clause will apply:

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

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

The following clause applies only for contracts of \$100,000 or more that involve the employment of mechanics or laborers.

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Contractor shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) in all subcontracts of \$100,000 or more that involve the employment of mechanics or laborers.

7. Rights to Inventions under a Contract or Agreement.

The following clause only applies to contracts where the work is related to the performance of experimental, developmental, or research work funded by federal funds or where the work performed is subject to copyright.

Contractor acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract. Contractor will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements".

8. Clean Air.

The following clause applies only for contracts of \$150,000 or more.

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 appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. Clean Water.

The following clause applies only for contracts of \$150,000 or more.

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

appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

10. Government-wide Debarment and Suspension.

The following clause applies only for contracts of \$25,000 or more.

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. A contract award in any tier 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 Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. Byrd Anti-Lobbying Amendment.

The following clause applies only for contracts of \$100,000 or more.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Contractor certifies that it and all its subcontractors at every tier will not and have 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, award, including any extension, continuation, renewal,

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amendment, or modification covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

12. Procurement of Recovered Materials.

The Contractor agrees to 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. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired 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.

13. Prohibited Telecommunications and Video Surveillance Services and Equipment.

Contractor understands and acknowledges that under 2 CFR 200.216, the County is prohibited from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities).

Contractor, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i.) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (ii.) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (iii.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the

Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

14. Domestic Preferences for Procurements.

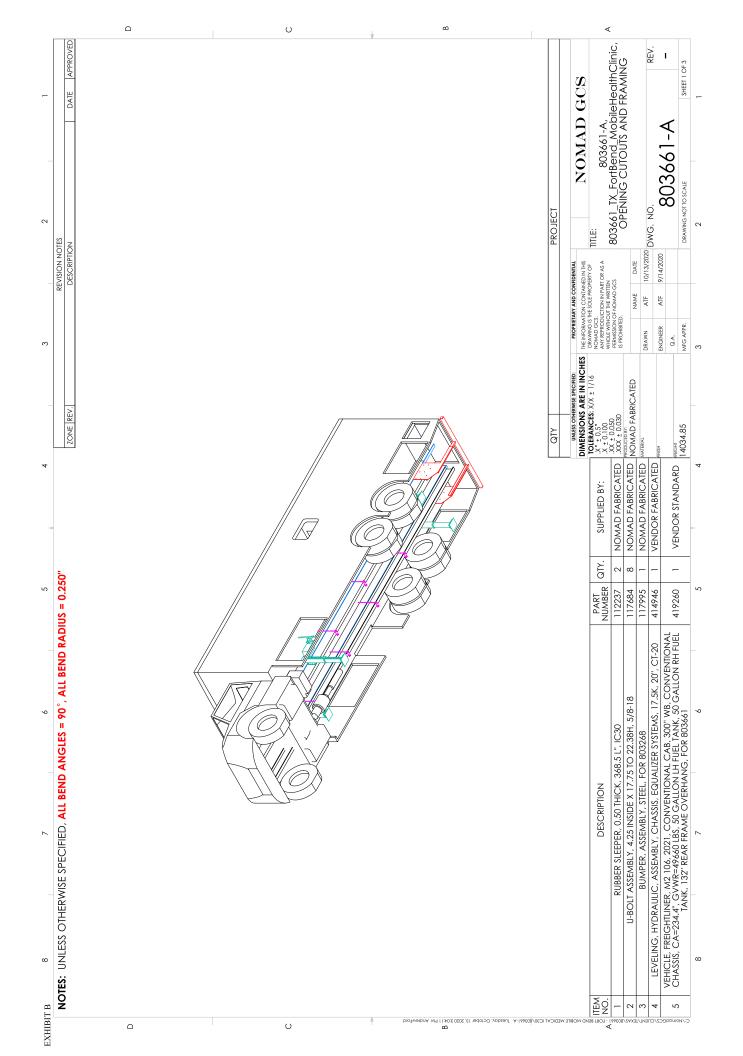
As appropriate and to the extent consistent with law, Contractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

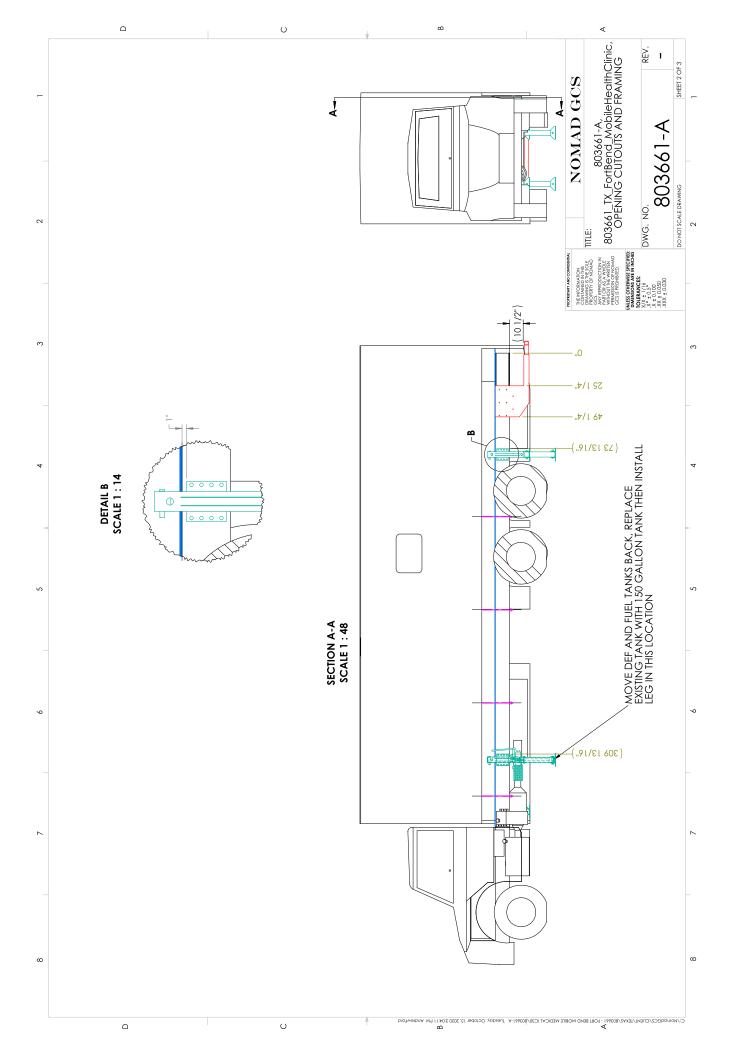
15. Records and Financial Documents

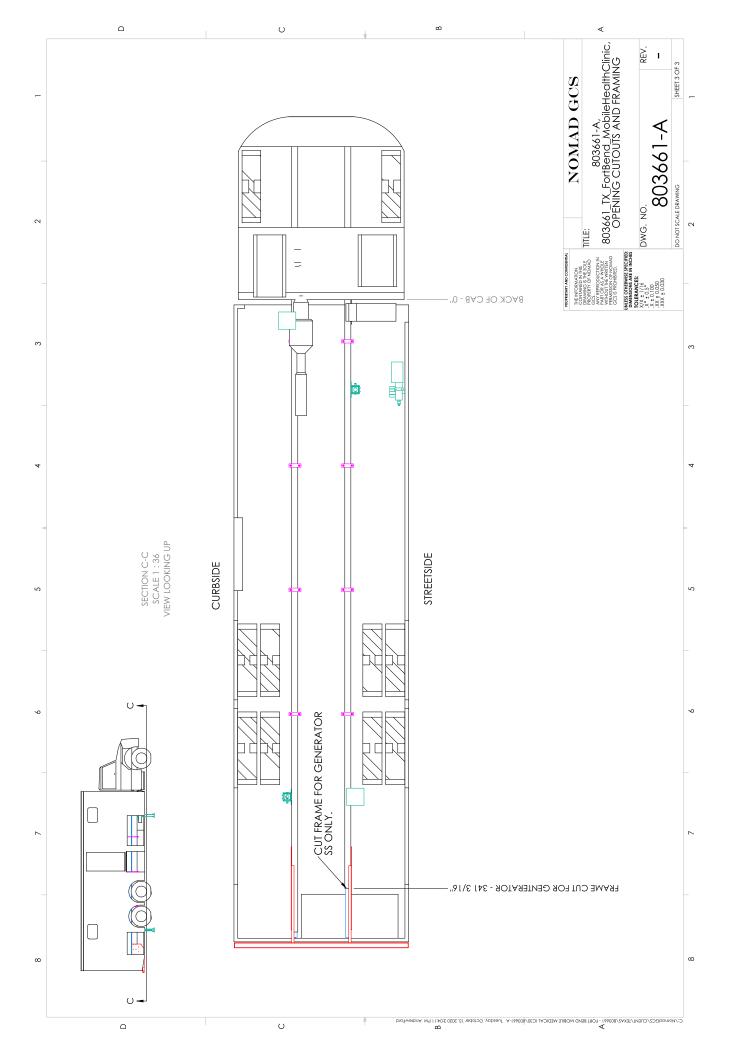
Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Records shall be maintained by Grantee/Contractor for a period of five years after all funds have been expended or returned to Treasury, whichever is later.

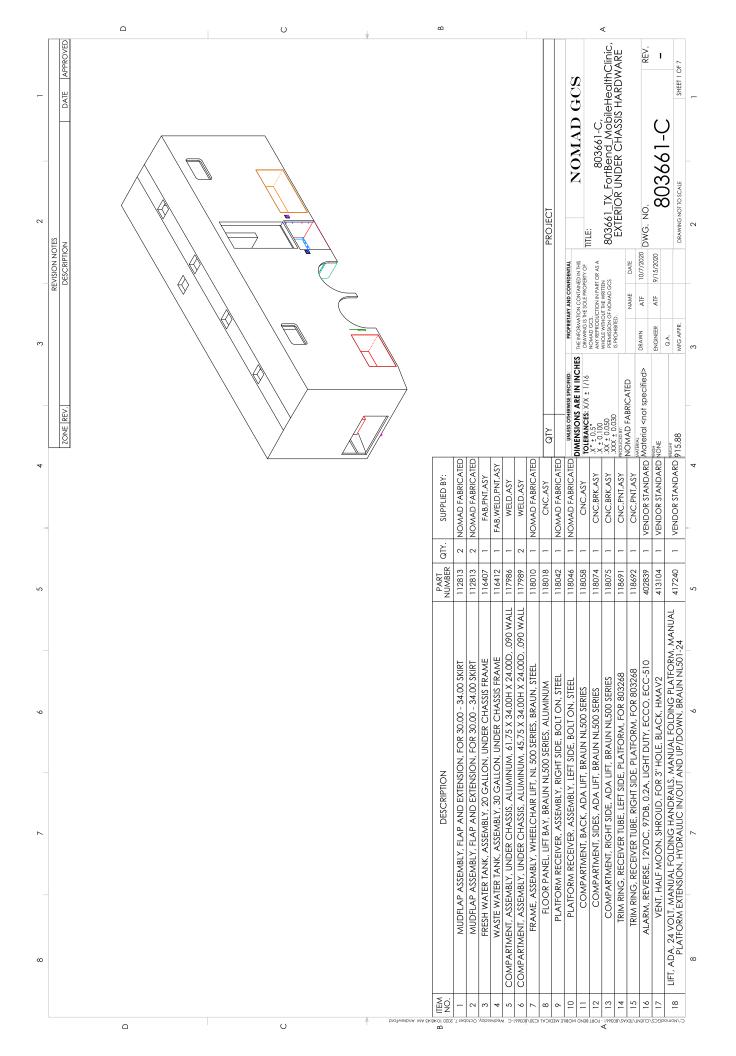
16. Compliance with Section 603 Regulations and Guidance.

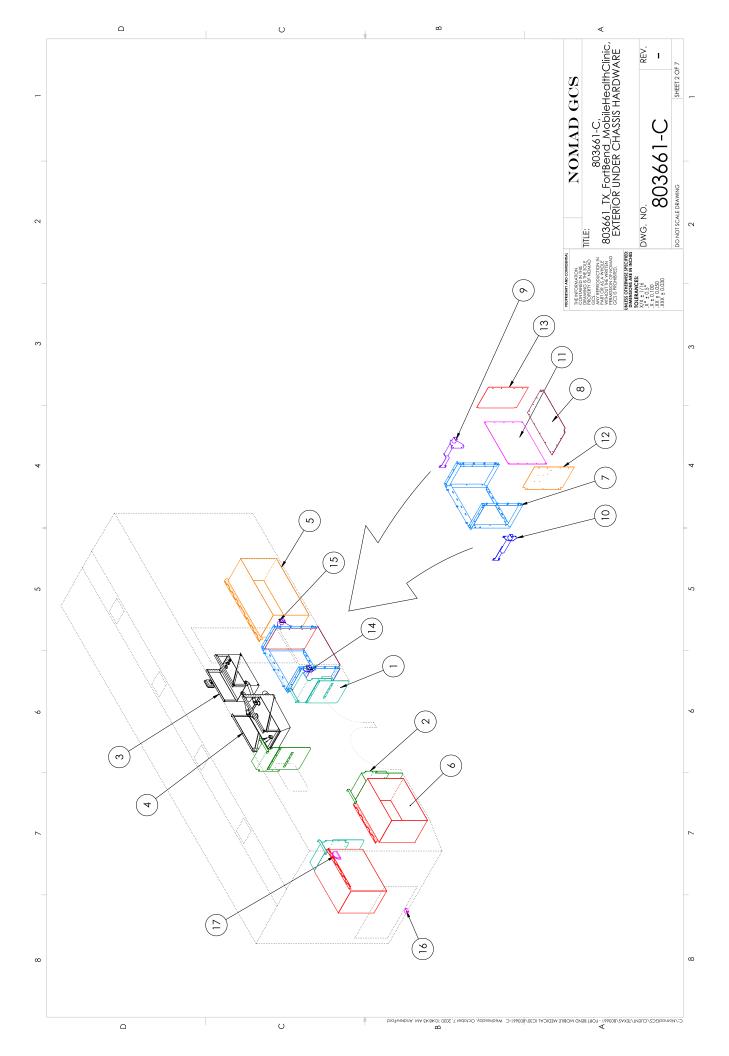
Contractor agrees to comply with the requirements of section 603 of the Social Security Act "(the Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation, (1) statutes and regulations prohibiting discrimination applicable to this award, (2) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury; (3) Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act; (4) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and Appendix A to 2 C.F.R. Part 25; and (6) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, and Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

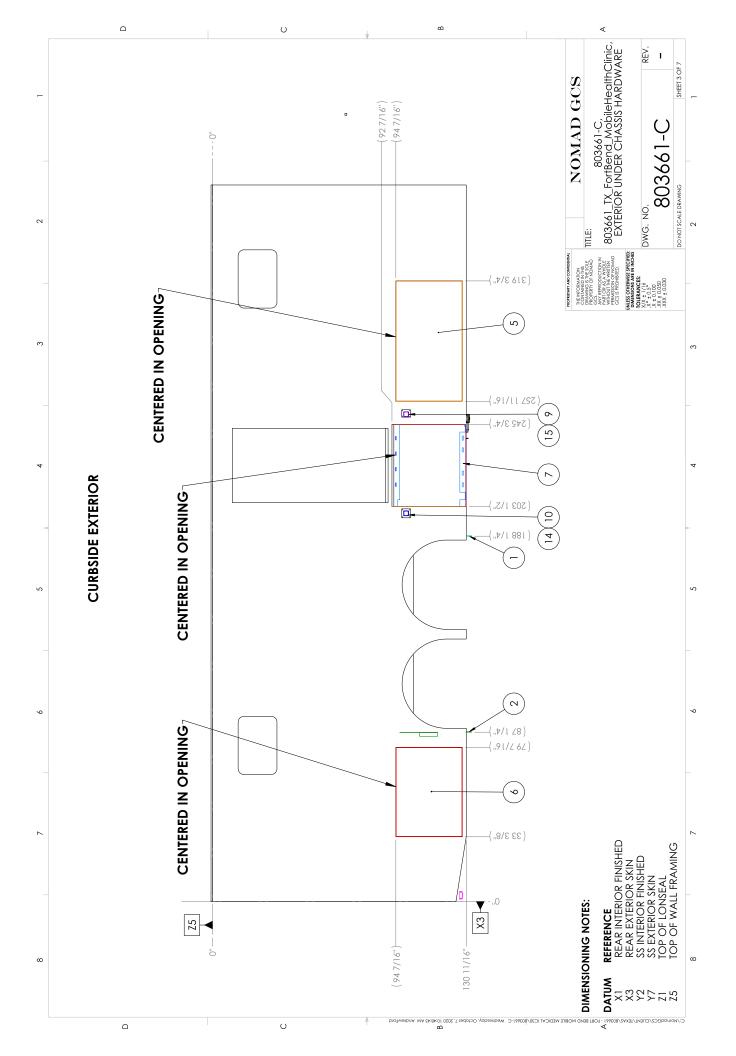


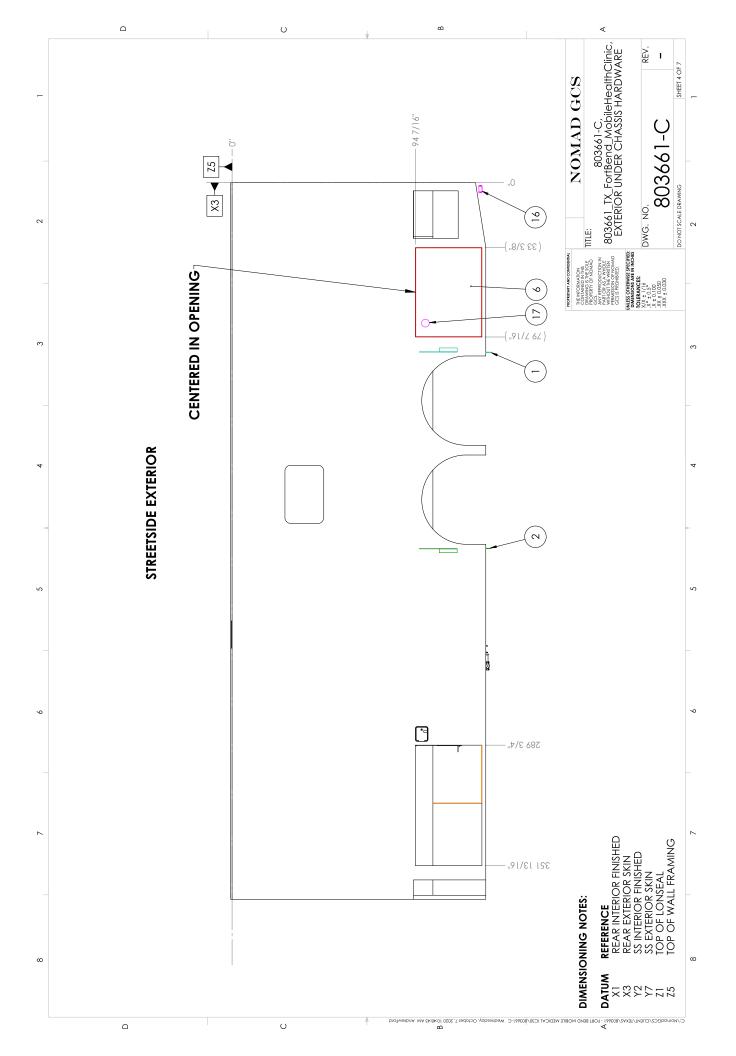


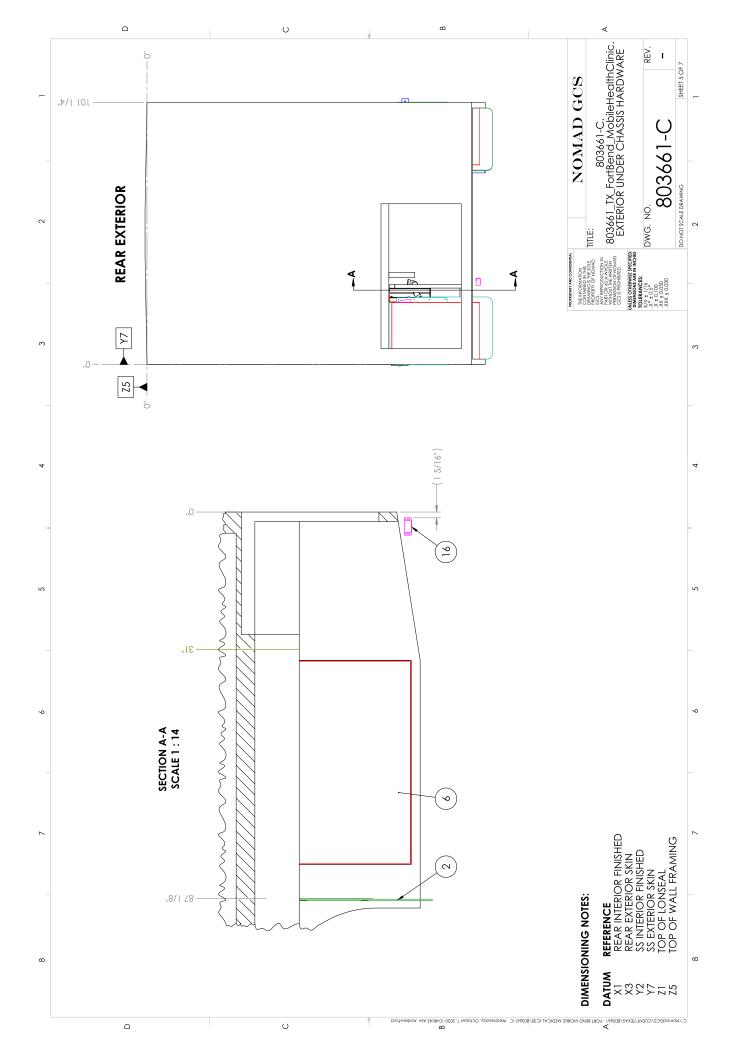


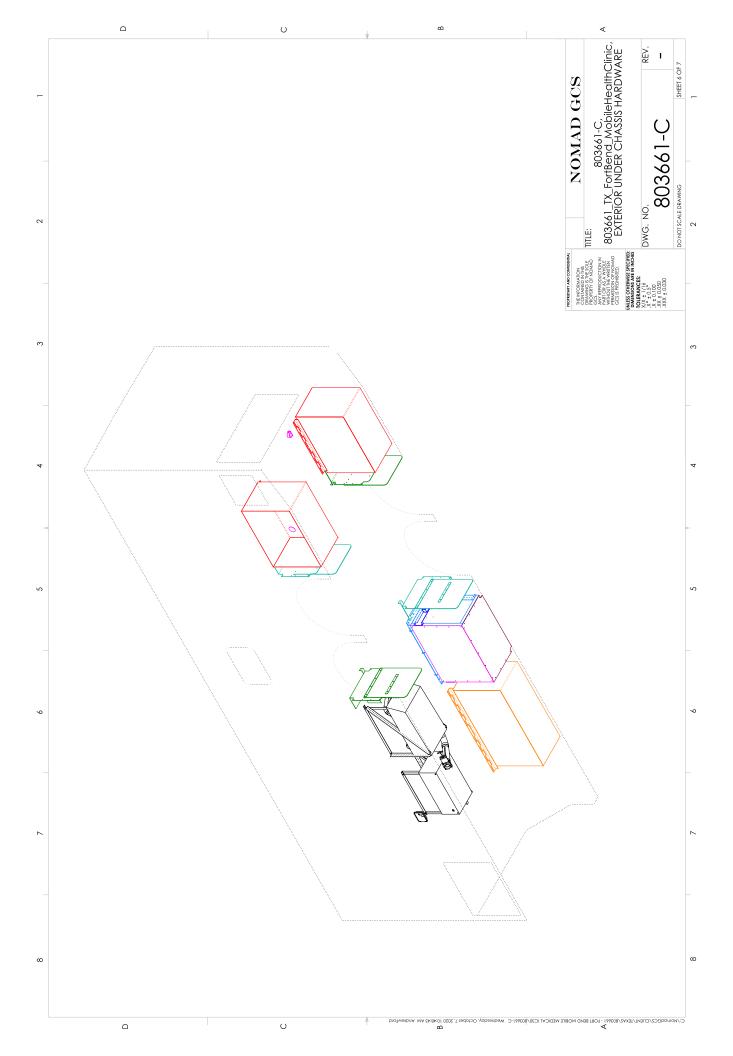


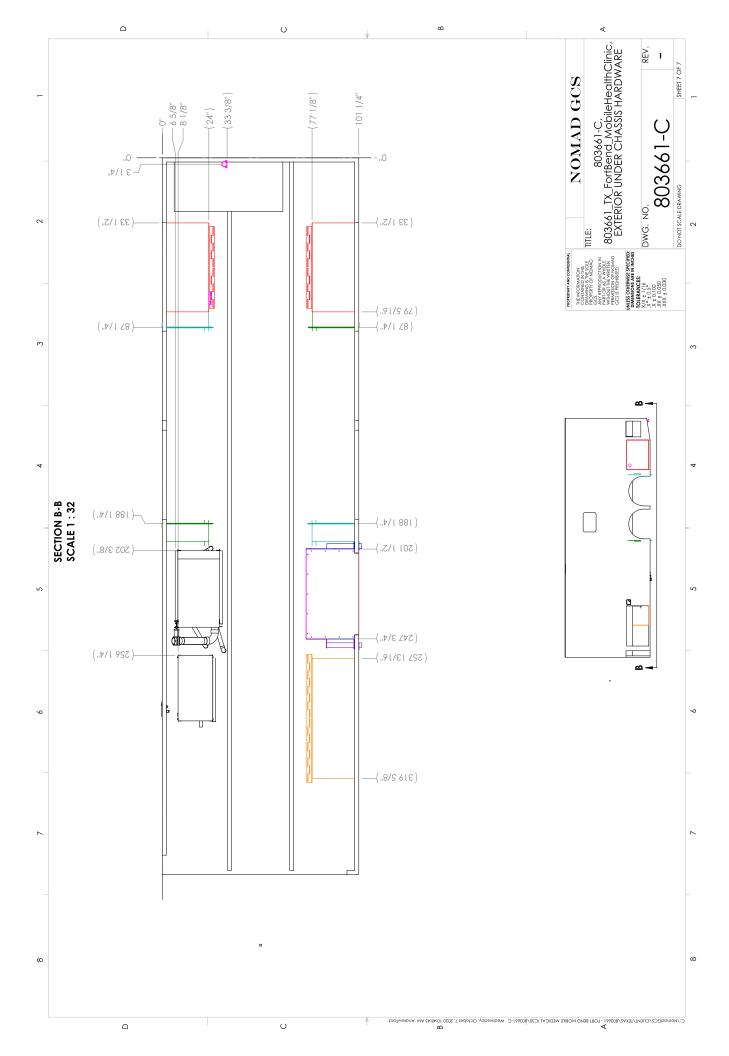






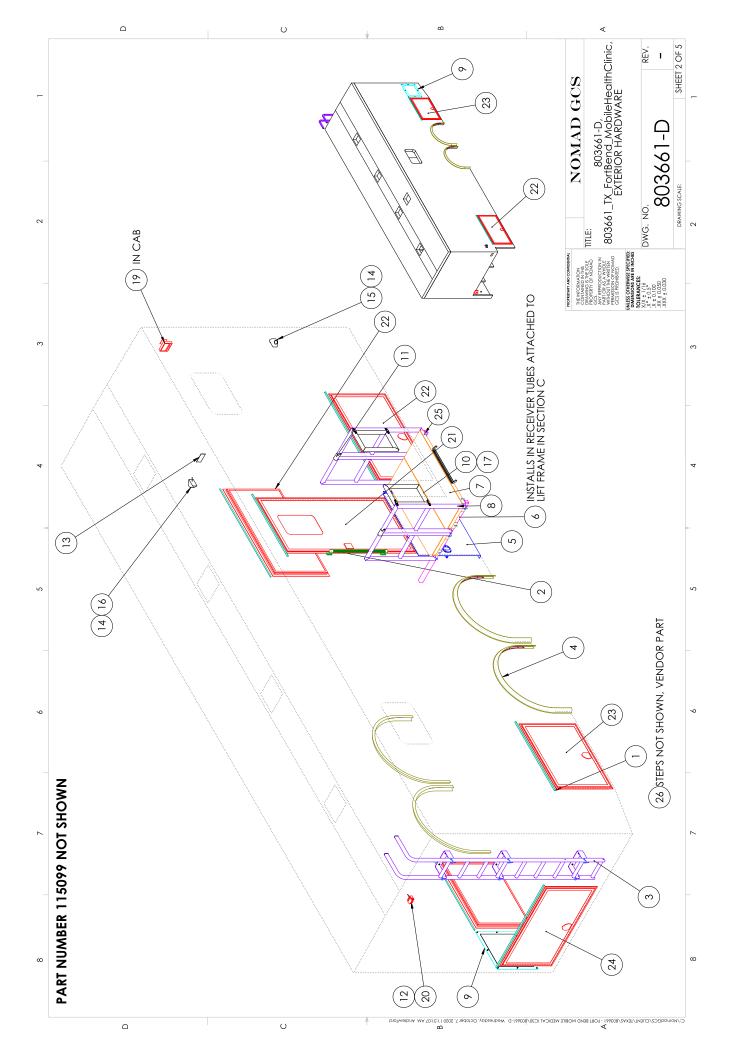


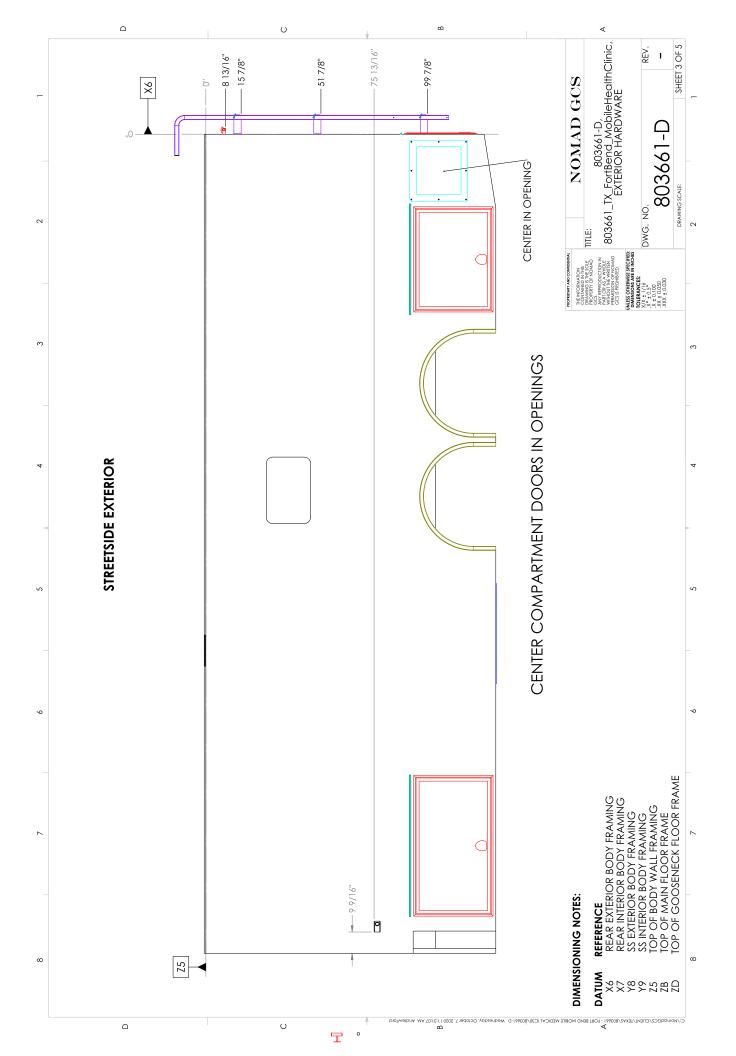


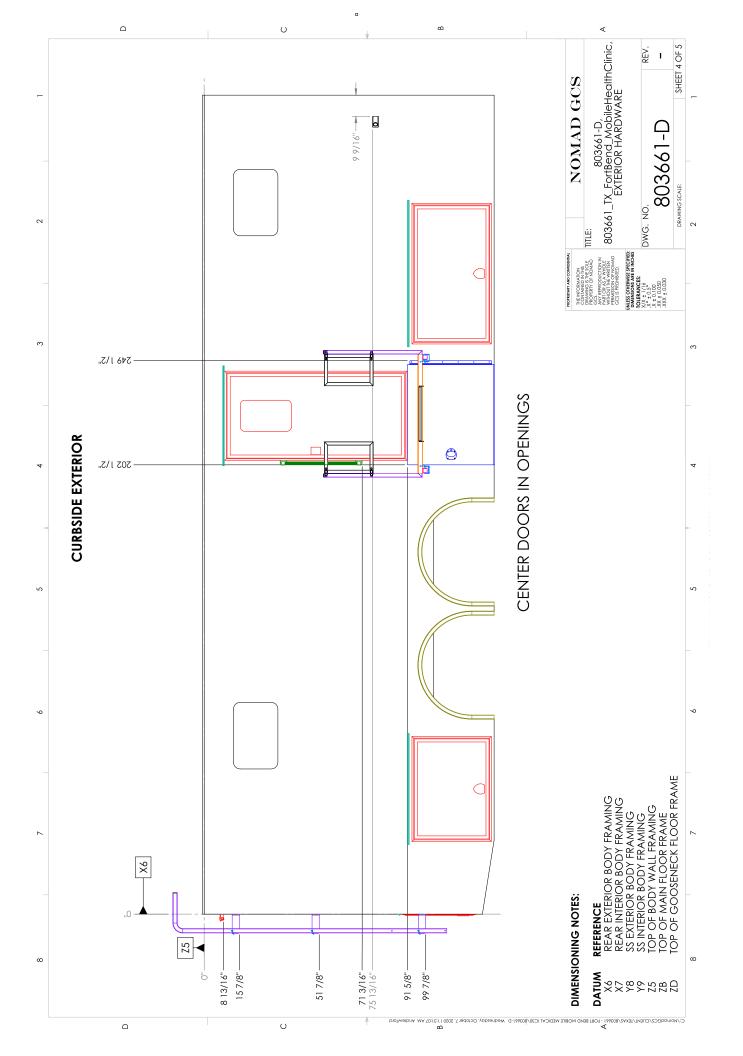


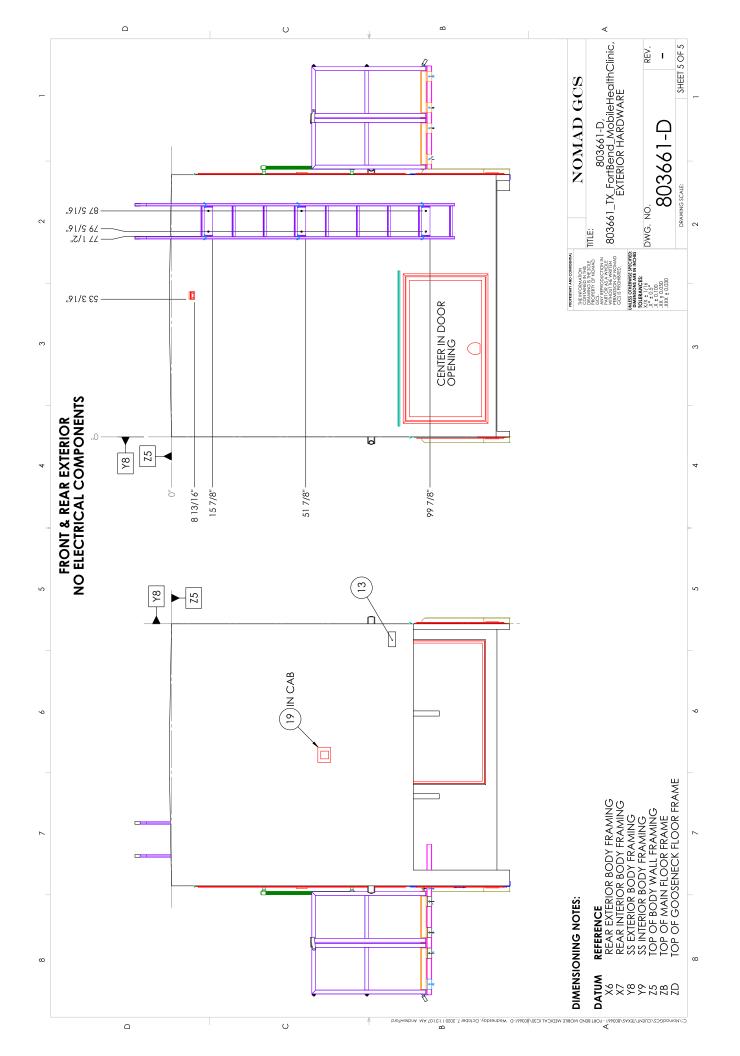
APPROVED 803661_TX_FortBend_MobileHealthClinic, EXTERIOR HARDWARE REV. SHEET 1 OF 5 NOMAD GCS DATE DO NOT SCALE DRAWING 10/7/2020 DWG. NO. PROJEC⁻ III.E REVISION NOTES THE INFORMATION CONTAINED IN THIS DRAWNORS THE SOLE PROPERTY OF NOWALD GCS.
ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT HE WRITTEN PERMISSION OF NOWALD GCS. 9/16/2020 PROPRIETARY AND CONFIDENTIAL ATF ATF ENGINEER MFG APPR. DRAWN Ġ. DIMENSIONS ARE IN INCHES

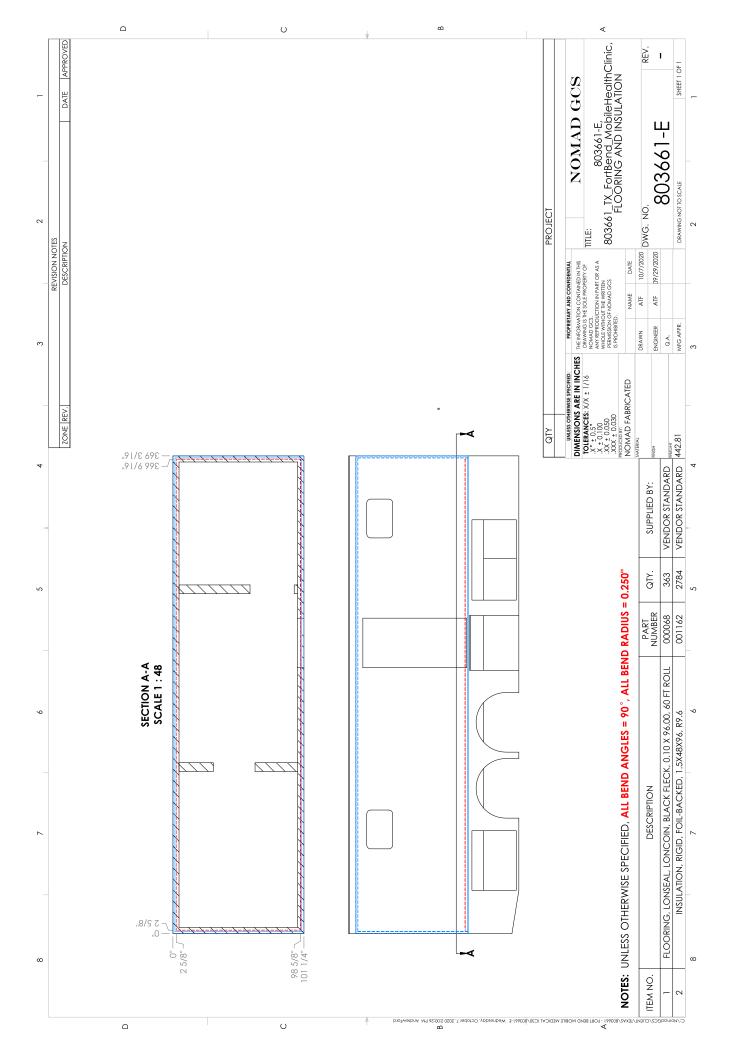
TOLERANCES: X/X ± 1/16 Material <not specified> NOMAD FABRICATED QTY VENDOR STANDARD 531.96 **VENDOR STANDARD** NOMAD FABRICATED NOMAD FABRICATED VENDOR STANDARD **VENDOR STANDARD** VENDOR STANDARD NOMAD FABRICATED **VENDOR STANDARD** VENDOR STANDARD **VENDOR STANDARD VENDOR STANDARD** NOMAD FABRICATED VENDOR STANDARD VENDOR STANDARD FAB, WELD, PNT, ASY VENDOR FABRICATED VENDOR FABRICATED VENDOR FABRICATED VENDOR FABRICATED FAB, WELD, ASY CNC, BRK, ASY VENDOR FABRICATED WELD, ASY FAB, ASY ASSEMBLY 335 4 N PART NUMBER NOTES: UNLESS OTHERWISE SPECIFIED, ALL BEND ANGLES = 90°, ALL BEND RADIUS = 0.250 118017 118210 118694 401245 401826 417103 001175 100944 116939 117997 117999 118011 118015 118810 403896 411648 411649 417243 417244 417246 417256 417258 402837 405480 408647 403892 DRIP RAIL, EXTRUSION, ALUMINUM, .75 X .56 X 12' LENGTH, SILVER LUSTER ANODIZED, M174SL ENTRY DOOR, 38.00W X 80.00H, CHALLENGER, 405 SERIES, WHITE, WHITE TRIM, RIGHT HINGE (SEE ORDER FORM FOR SPECS) COMPARTMENT DOOR, 61,125W X 33,500H, CHALLENGER, 405 SERIES, WHITE, TOP HINGE (SEE ORDER FORM FOR SPECS) COMPARTMENT DOOR, 45.125W X 33.500H, CHALLENGER, 405 SERIES, WHITE, TOP HINGE ISEF ORDER FORM FOR SPECS. COMPARTMENT DOOR, 55.500W X 30.500H, CHALLENGER, 405 SERIES, WHITE, TOP HINGE (SEE ORDER FORM FOR SPECS) STEPS, SCISSOR, 5 STEP, 24 INCH WIDE, 300# CAPACITY, NON SLIP TREAD, 40-48" HIEGHT, BROPHY, ETRAILER.COM # AS25 COMPARTMENT DOOR, ASSEMBLY, BRAUN ADA LIFT, NOMAD FABRICATED, ALUMINUM HANDLE, GRAB, RUBBER COATED, 11"L X 1"W, ALLEGIS, AC 4303 BLK MONITOR, 5IN, COLOR LCD HIGH RES, BACKUP REVERSE, 1 STATIONARY CAMERA VIEW, WELDEX, WDRV-5041M PLATFORM, FLOOR SECTION ASSEMBLY, PIN TOGETHER, ALUMINUM, RAISED EXPANDED FLOOR, 53,500 WIDE X 20,000 DEEP, CANTILEVER STYLE PIN, LOCKING, WIRE RETAINER, 3/8 X 3.625, 2.875 USABLE LENGTH, STEEL, ZINC PLATED, MCMASTER CARR # 98416A531 PLATES, IDENTIFICATION, TRUCK AND TRAILER, .062 ZINC, 2 COLORS, 468 BACKING, ENGRAVING, VISION MARK LATCH, DRAW, ZINC PLATED STEEL, 1-5/16" LATCH DISTANCE, MCMASTER, 1767A41 Camera, color, stationary, passenger side view, weldex, wdrv-3478C-rt CAMERA, COLOR BLACK, STATIONARY, BACKUP REVERSE, WELDEX, WDRV-7925C CAMERA, COLOR, STATIONARY, DRIVERS SIDE VIEW, WELDEX, WDRV-3478C-LT LADDER ASSEMBLY, FORMED SIDE CHANNEL, REMOVABLE MOUNTS, 123.50 FENDER, FLEXY FLARE, WITH ALUMINUM BACKER, 23.00 RADIUS, 10.00 LEGS CABLE, REAR FIXED CAMERA, 60FT, 4 PIN M-F, WELDEX, WDRV-4260 CABLE, REAR FIXED CAMERA, 25FT, 4 PIN M-F, WELDEX, WDRV-4225 GRAB RAIL ASSEMBLY, OFFSET STANCHIONS, 36", SPD PARTS HANDRAIL, WINGS, FOLDING, ALUMINUM, FOR 803268 CAP, HANDRAIL, FOLDING, BOLT HINGE, FOR 803268 MOUNT, INSERT, PLATFORM, 2 X 2 X .25" STEEL TUBE PLATFORM, HANDRAIL, ALUMINUM, REMOVABLE GRILLE ASSEMBLY, GEN INTAKE, ALUMINUM 9 12 13 7 15 16 17 92 19 20 21 22 23 24 25 O

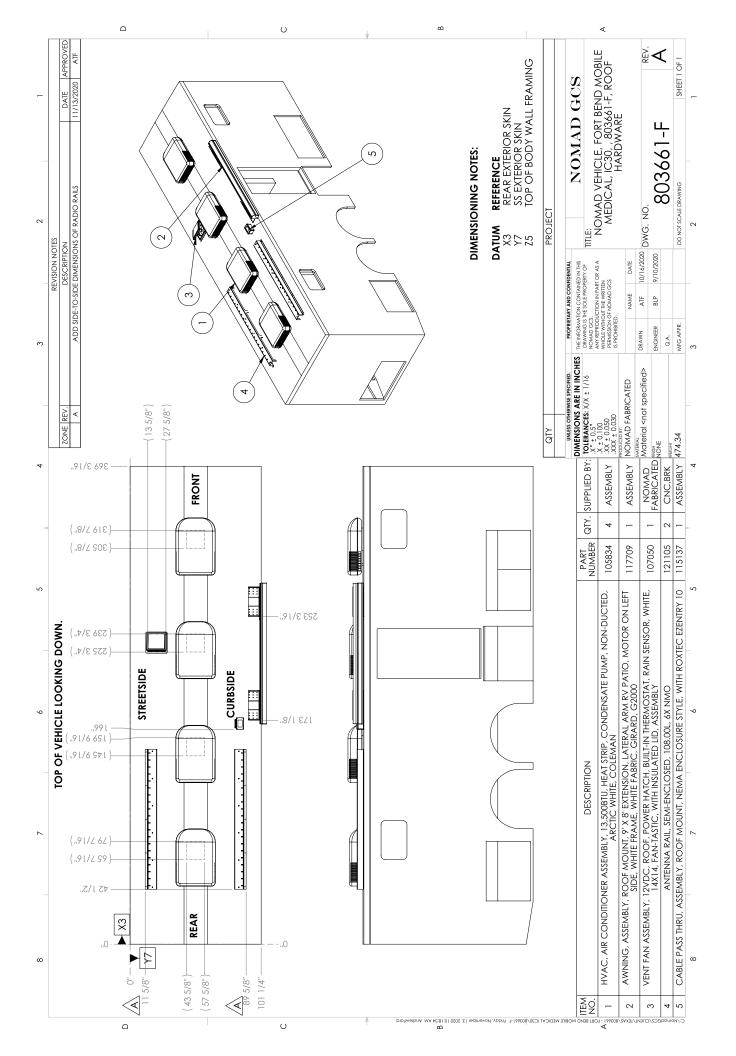


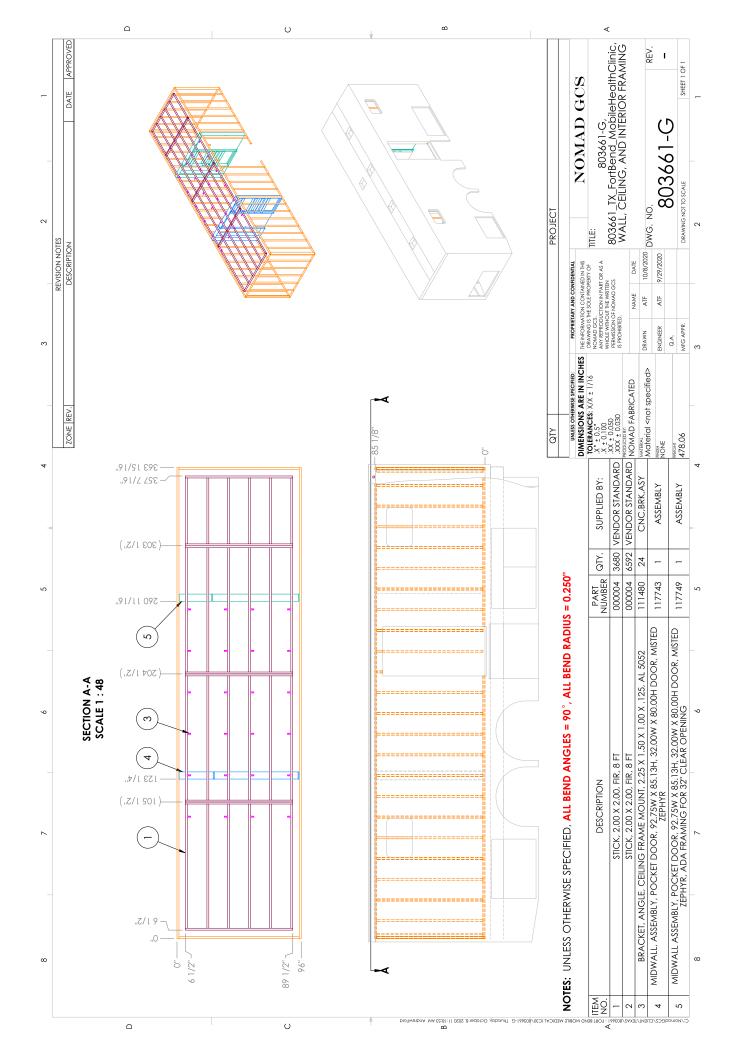






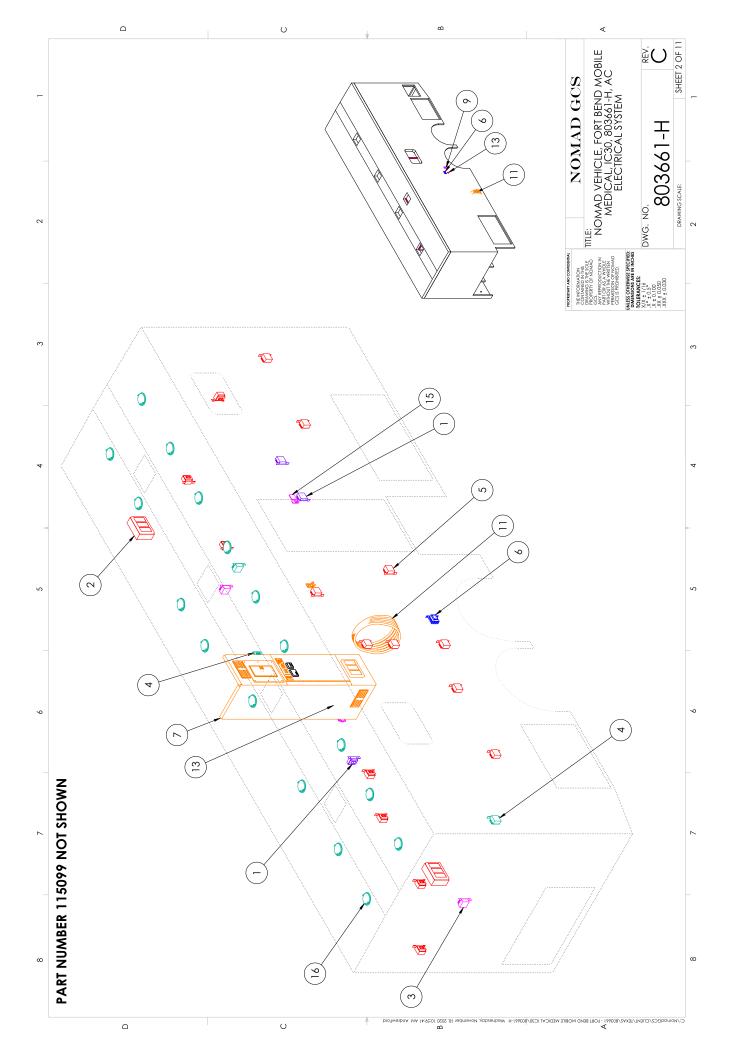


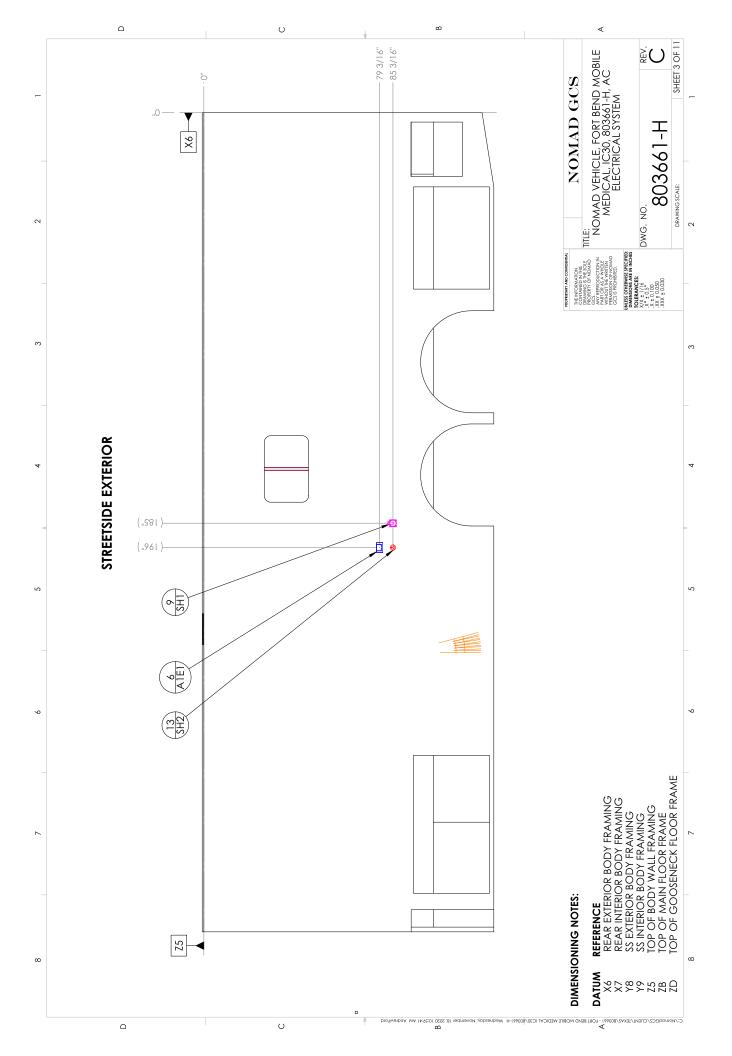


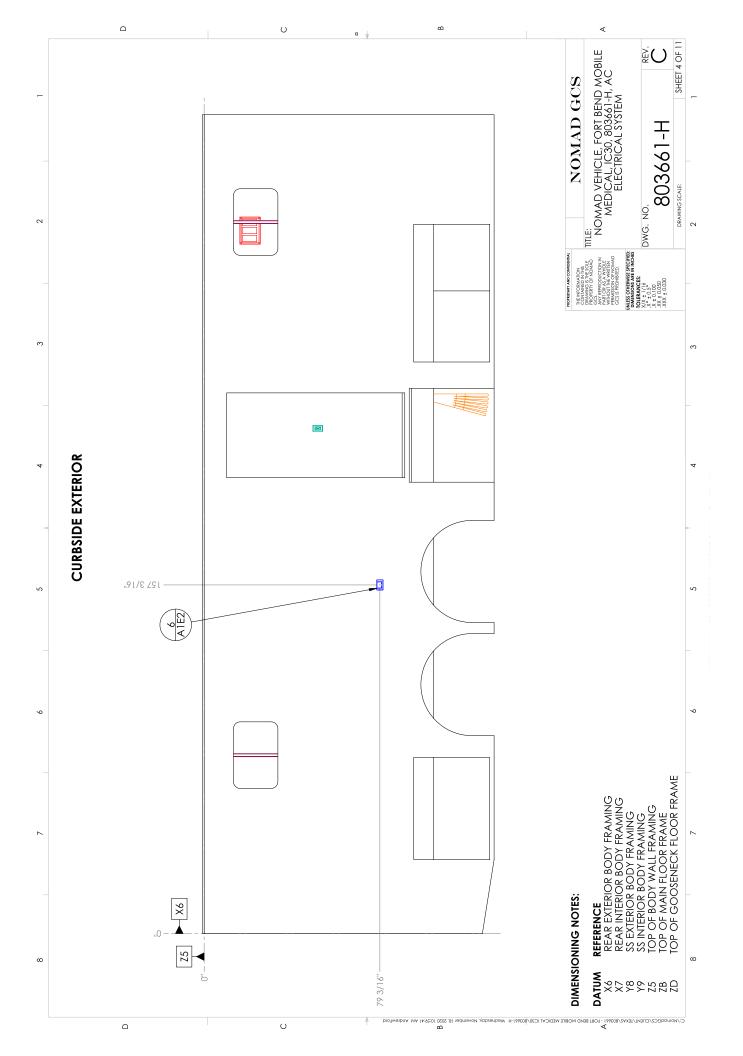


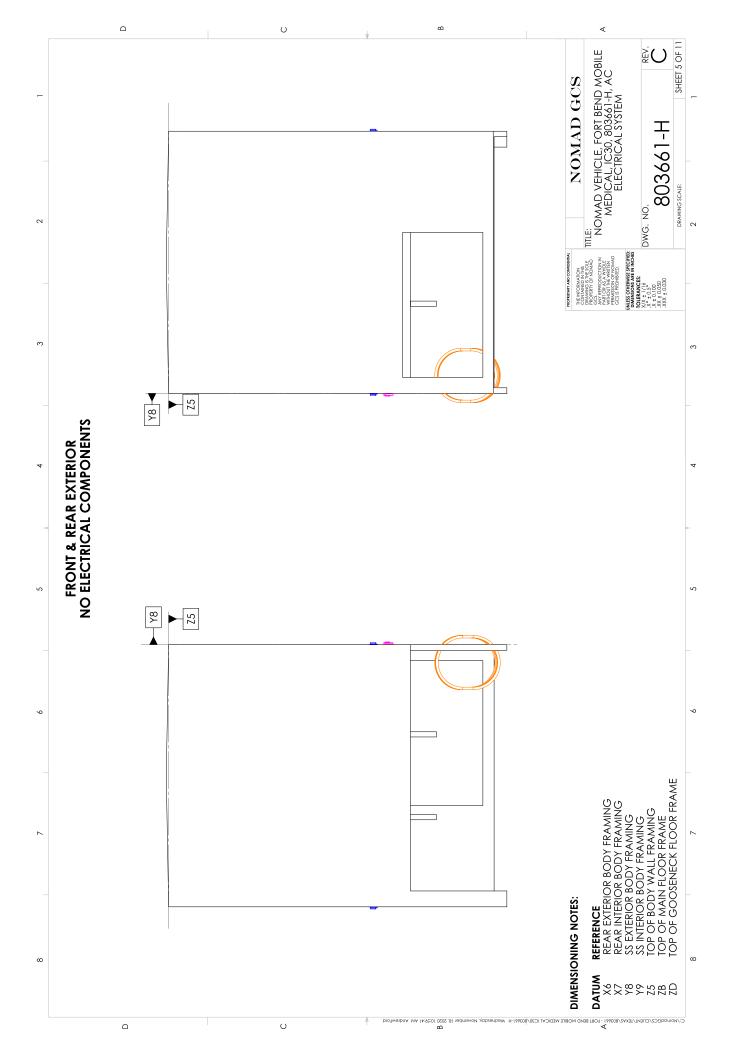
⋖ ₩<u></u> NOMAD VEHICLE, FORT BEND MOBILE MEDICAL, IC30, 803661-H, AC ELECTRICAL SYSTEM SHEET 1 OF 11 ATF ATF ATF NOMAD GCS 10/28/2020 DATE 803661-H ADD OUTLET AND IT FACEPLATE FOR TV, RENAME OUTLETS PER EE DO NOT SCALE DRAWING CHANGED CALLOUTS TO MATCH H06
ADD TANK HEATER SWITCH AND TANK MONITOR 10/8/2020 DWG. NO. PROJECT IIIE: REVISION NOTES DESCRIPTION THE INFORMATION CONTAINED IN THIS DRAWNIGS IN HESOLE PROPERTY OF NOWAD GGS.

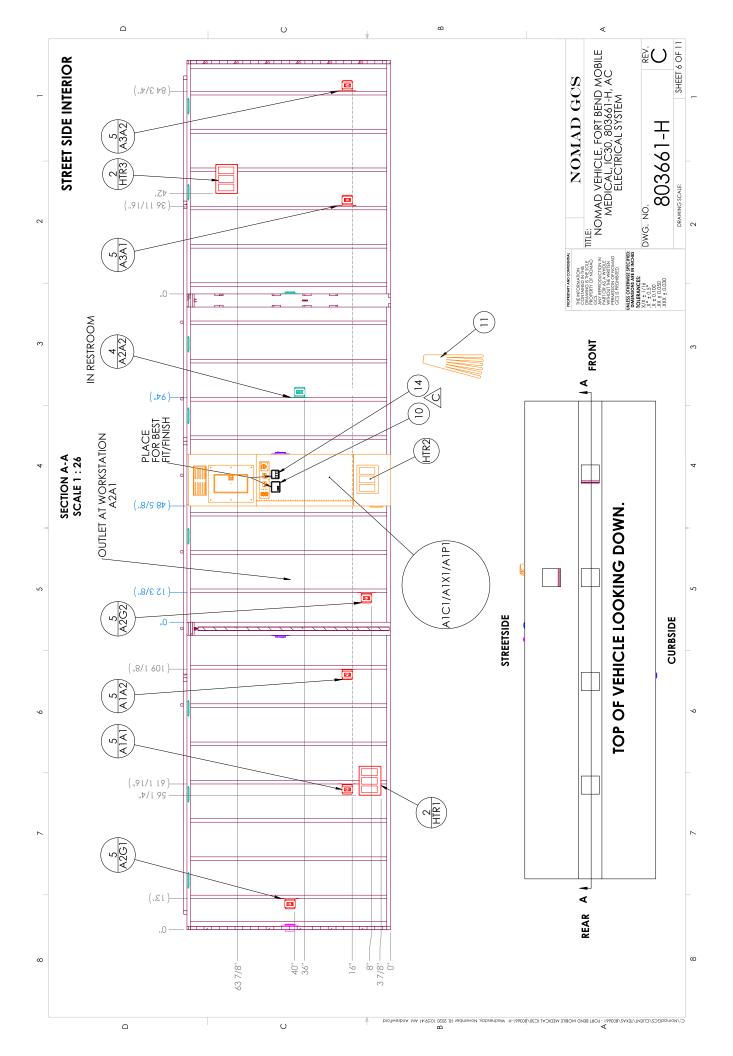
ANY REPRODUCTION IN PART OR AS A WHOLE WHOUT THE WRITTEN PERMASSION OF NOWAD GGS IS PROHISTED. 9/10/2020 DATE PROPRIETARY AND CONFIDENTIAL NAME ATF ATF ENGINEER MFG APPR. DRAWN Q. DIMENSIONS ARE IN INCHES
TOLERANCES: X/X ± 1/16 Material <not specified> VENDOR STANDARD NOMAD FABRICATED QTY VENDOR STANDARD 720.77 **VENDOR STANDARD VENDOR STANDARD VENDOR STANDARD** NOMAD FABRICATED **VENDOR STANDARD VENDOR STANDARD** NOMAD FABRICATED VENDOR STANDARD SUPPLIED BY: ASSEMBLY ASSEMBLY ASSEMBLY ASSEMBLY ASSEMBLY ASSEMBLY 17 ØŢ 4 16 7 2 N က notes: unless otherwise specified, **all bend angles = 90°, all bend radius = 0.250**" PART NUMBER 121194 113684 117930 117945 403361 103166 117933 117935 121163 400874 401978 403697 409269 412863 415071 KIT, AWNING, SINGLE CONTROLLER, G-LINK, W/12V MOTION SENSOR, INCLUDES: MOTOR CONTROL - 12V MOTION SENSOR - SINGLE CHANNEL REMOTE - SINGLE CHANNEL WIRELESS WALL SWITCH, GIRARD, 98GCK-19 HEATER, FAN-FORCED WALL HEATER, COM-PAK MAX, 400/700/1100/1500/1900W, 240VAC, COMPLETE UNIT, SURFACE MOUNT, WHITE, CADET OUTLET ASSEMBLY, DUAL GANG, DEEP BOX, 120V, 20A, DECORA, WHITE, WHITE FACEPLATE, TAMPER RESISTANT, HOSPITAL GRADE OUTLET ASSEMBLY, SINGLE GANG, DEEP BOX, DUPLEX OUTLET, 120V, 20A, USB CHARGING PORTS, DECORA, WHITE, HOSPITAL GRADE OUTLET ASSEMBLY, SINGLE GANG, DEEP BOX, DUPLEX OUTLET, 120V, 20A, GFCI, DECORA, WHITE, HOSPITAL GRADE LIGHT, 120V, 13W, 1020 LUMENS, LED, RECESSED DOWNLIGHT, 6", 3000K (BRIGHT WHITE), COMPRESSION MOUNT, MATTE WHTE, LITHONIA LIGHTING, WF6 LED 30K MW M6 CORD, SHORE, 50A 125/250V FEMALE LOCKING, 30A 125V MALE STRAIGHT PLUG, 25FT. YELLOW, MARINCO, 124ARV-25 INLET, MALE, SHORE POWER, 15A, 125V, STANDARD EXT. CORD, WATERPROOF, BLACK, MARINCO, 1508BI SWITH ASSEMBLY, 12VDC, 3 SWITCH, TANK/PIPE HEATER, ULTRAHEAT, SWPK-3 13.5 VDC OUTLET ASSEMBLY, SINGLE GANG, DUPLEX OUTLET, 120V, 20A, GFCI, WEATHERPROOF, WHITE, HOSPITAL GRADE EXTRA ELECTRICAL COMPONENTS, FOR 803661
INLET, FEMALE, SHORE POWER, 50A, 125/250V, STAINLESS, MARINCO, 6373EL.OEM RING, W/ SCREW WINGS, OLD CONSTRUCTION, SINGLE GANG, LOW VOLTAGE, NONMETALLIC, CARLON, SC 100RR IANK MONITOR, 3 TANK PLUS BATTERY, JRV PRODUCTS, R7748RBN COMPARTMENT, ELECTRICAL, COMPLETE, FOR 803661 SWITCH ASSEMBLY, DECORA, SPST, 20A, WHITE ω ÃÖ. 2 9 Ξ 12 13 7 15 16 7 က 9 U Ω

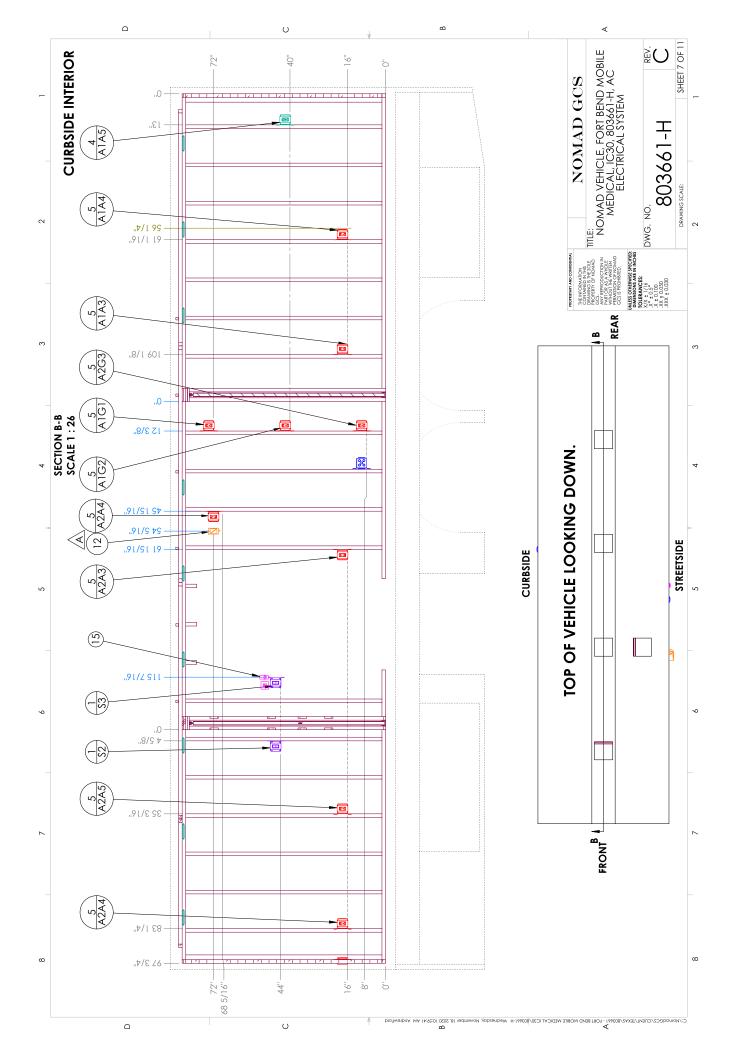


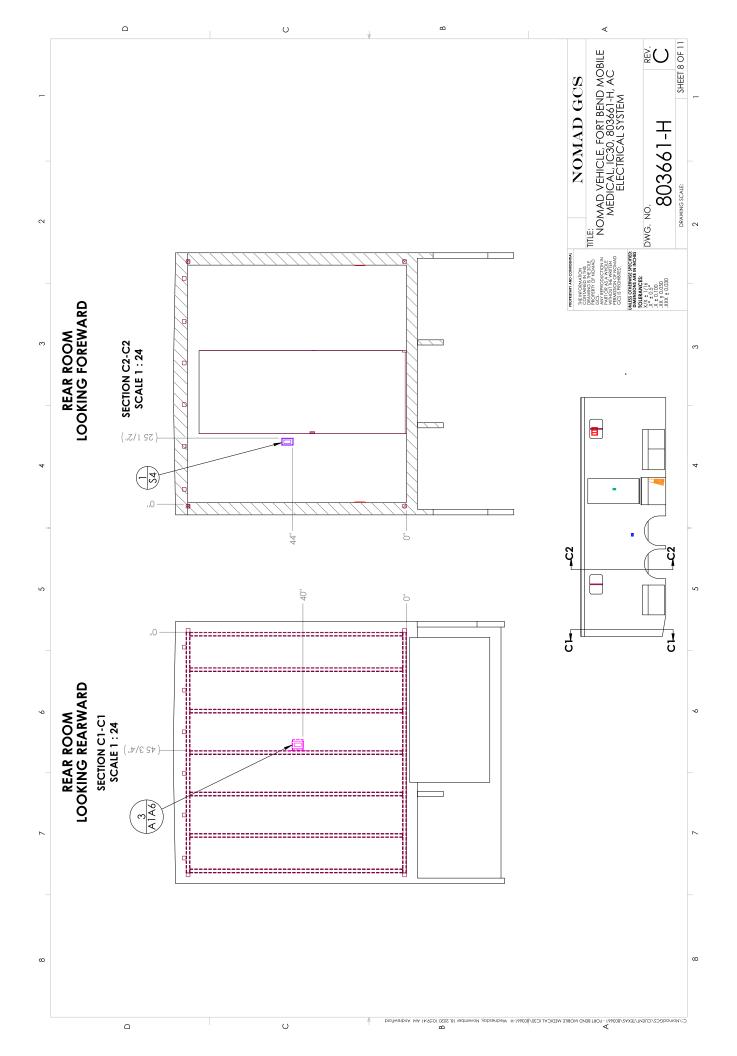




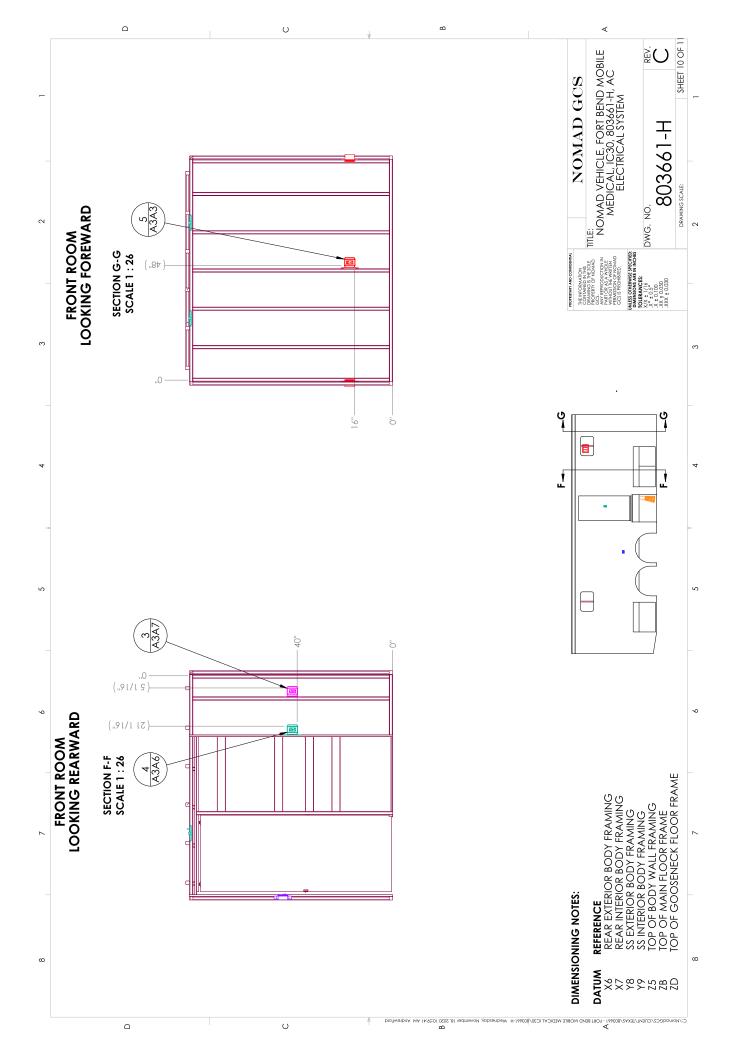


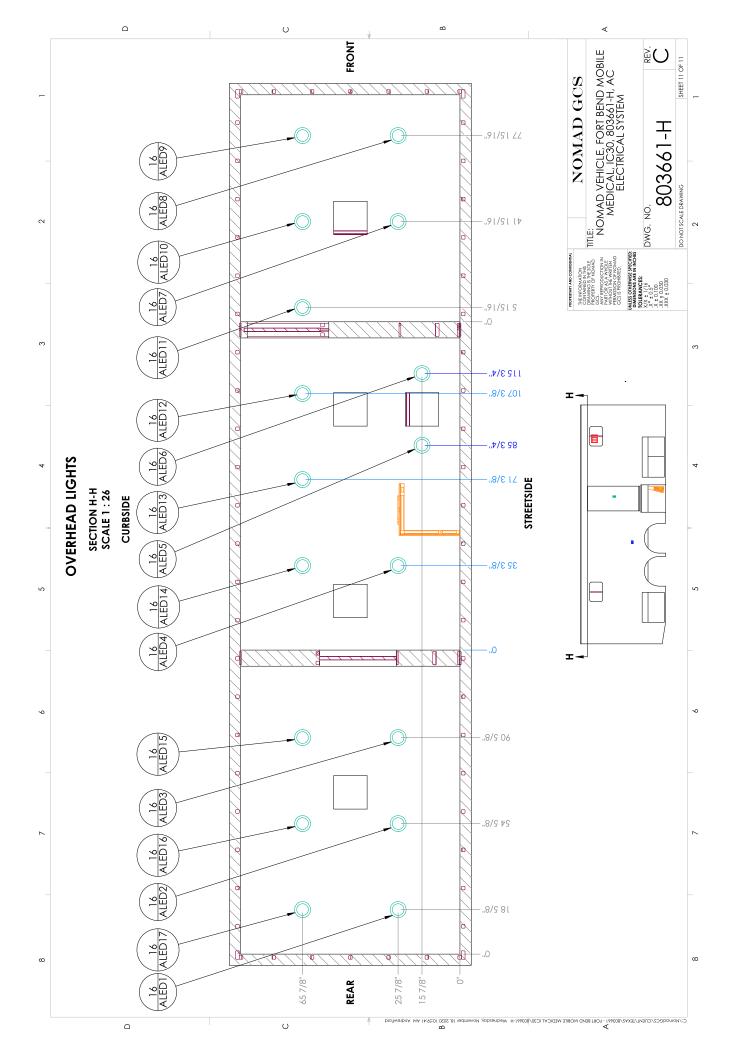










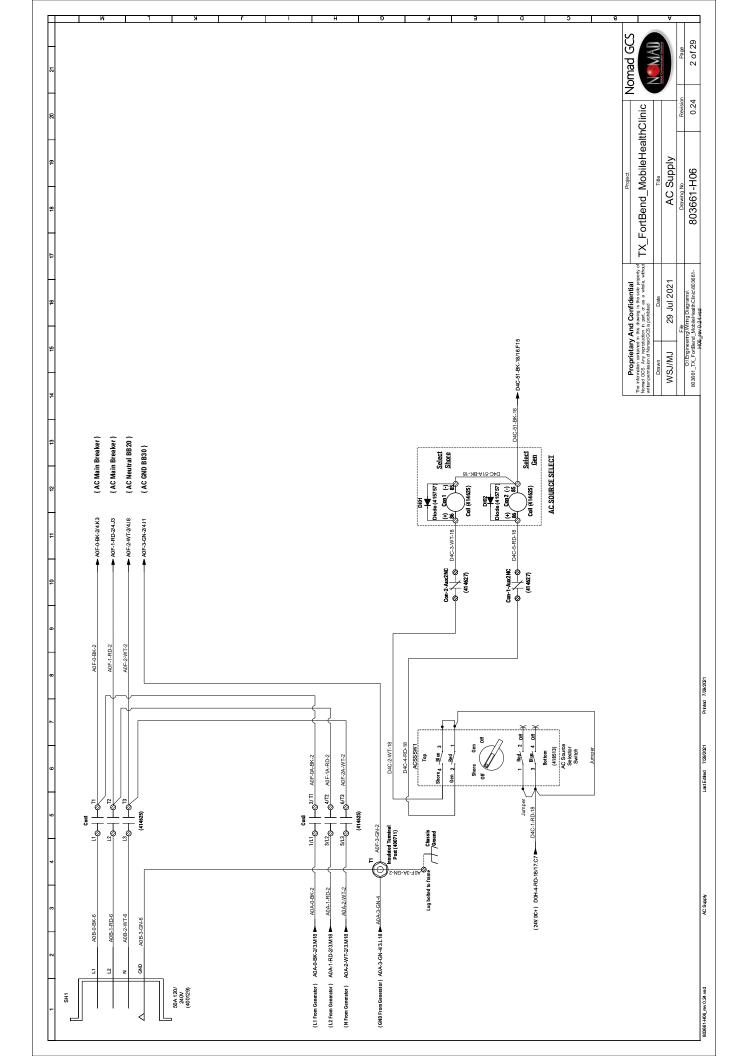


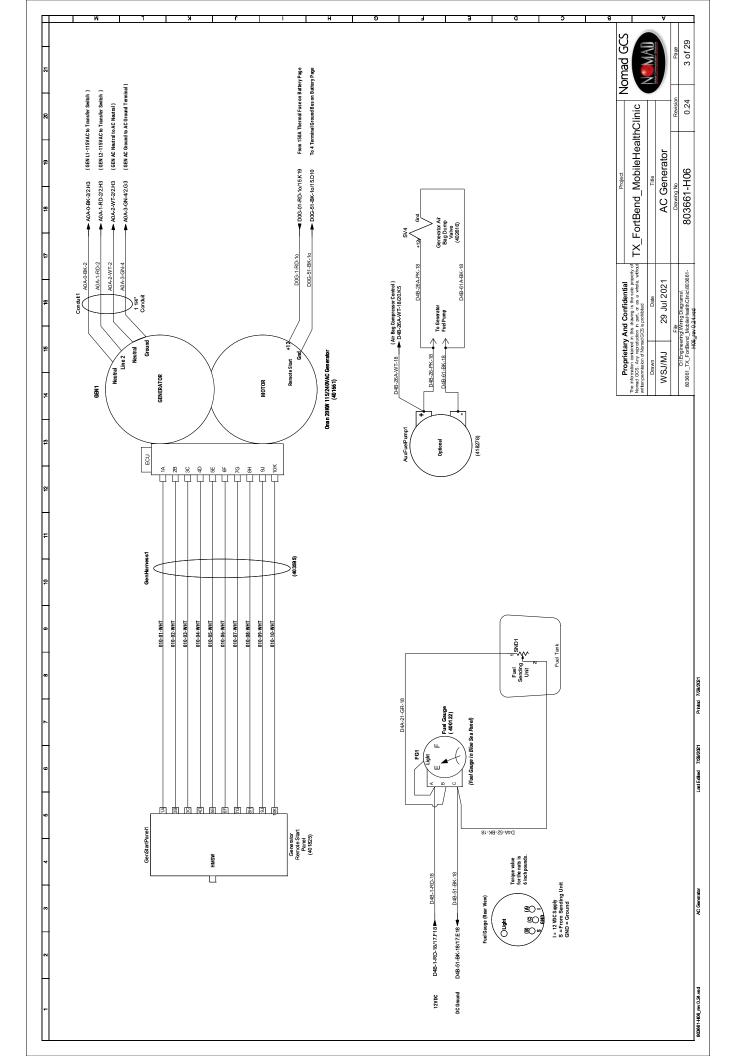
| 6 | 10 | 11 | 12 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | | |
|-----------|---|--------------------------------------|-------------------------|-------------------|-----|----|------------------|-----------------------------|-----|---|---|---|----|
| | | | | | | | Nomad Wire | Nomad Wire Color Code | | Wire Capacity | pacity | | |
| | | | | | | | Appleviations | allolls | | *60° insulation rating based on 30° ambient | *60° insulation rating based on 30° ambient | | - |
| | | | | | | | BK - Black | | A | AWG | Fuse/CB | | |
| | | | | | | | BR - Brown | | _ | 8 ga | 5 amps | | V |
| | | | | | | | BI - Blue | | _ | 8 ga | 7.5 amps | | v |
| | | | | | | | GN - Green | | _ | 6 ga | 10 amps | | |
| | | | | | | | GR - use GY | GR - use GY for Grey I Gray | _ | 4 ga | 15 amps | | _ |
| | | | | | | | GY - Grev I Grav | Grav | _ | 2 ga | 20 amps | | |
| | | | | | | | LB - Light Blue | lue , | _ | 12 ga | 25 amps | | 7 |
| | | | | | | | LG - Light Green | reen | _ | 0 ga | 30 amps | | |
| | | | | | | | OR - Orange | | | 8 ga | 40 amps | | |
| | | | | | | | PK-Pink | | | 6 ga | 55 amps | | _ |
| | | | | | | | RD - Red | | | 4 ga | 70 amps | | |
| | | | | | | | TN - Tan | | | 3 ga | 85 amps | | > |
| | | | | | | | VT - Violet | | | 2 ga | 95 amps | | |
| | | | | | | | WT - White | | | 1 ga | 110 amps | | |
| | | | | | | | | | 7 | 0 ga | 125 amps | | _ |
| | | | | | | | | | 7 | 2/0 ga | 145 amps | | |
| | | | | | | | | | 3/ | 3/0 ga | 165 amps | | 1 |
| | | | | | | | | | 4 | 4/0 ga | 195 amps | | |
| | | | | | | | | | * 0 | NEC 110.14(C)(1) specifies 60° rate onductors for equipment 100A or lee unless terminals are rated highrer. | *NEC 110.14(C)(1) specifies 60° rated conductors for equipment 100A or less unless terminals are rated highrer. | • | - |
| ised Page | | Description | ption | | R/C | | | | | Total number of current-carrying | Derating | | 1 |
| | (; | | | | | | | | ° | onductors in conduit | CBrating | | |
| | Initial Kelease | | | | | | | | | 2-3 | 100% | | -1 |
| | | | | | | | | | | 7-9 | 70% | | |
| ALL | ALL-Removed NTC, converted ATS to MTS Moved A0A-3 (Gen Gnd) Changed from P4:BB30 to P2:T1 Insulated Terminal | inverted ATS to M d) Changed from | ITS P4:BB30 to P2:T1 | nsulated Terminal | ٥ | | | | | 10-20 | 50% | | н |
| | DO Chammed and of two AOA 2 to AOE 3 ming to BB30 | 2 4 C AOR 2 | 0000 01 201020 | | | | | | L | | Derating Percent | | |
| | P2-Changed one of two AuA-3 to Aur-3 going P2-Changed PN on Transfer Switch to 418513 | ansfer Switch to 4 | going to poso 18513 | | | | | | | Ambient Temp (*C) | for 60° Insulated wire | | _ |
| | Do Added DN for Con Hemone | Jomoon | ! | | | | | | | 31-35 | 91% | | |

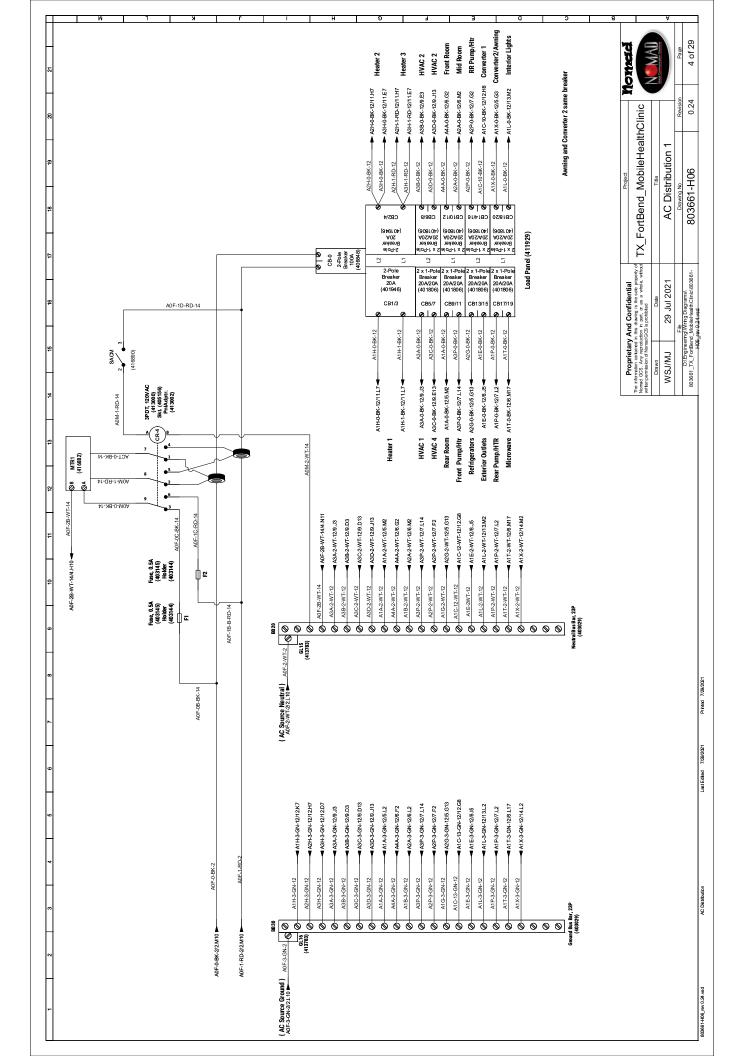
| Rev | Date | Drawn | Eng | Revised Page | Description | R/C |
|------|----------|-------|-----|--------------|--|-----|
| 0.1 | 11/04/20 | DC/W1 | ſW | | Initial Release | - |
| 0.2 | 11/12/20 | WSJ | Æ | ALL | ALL-Removed NTC, converted ATS to MTS Moved A0A-3 (Gen Gnd) Changed from P4:BB30 to P2:T1 Insulated Terminal | Q |
| 0.21 | 11/17/20 | WSJ | Ŵ | 2,3,17,25 | P2-Changed one of two AQA-3 to AQF-3 going to BB30 P2-Changed PN on Transfer Switch to 418513 P3-Added PN for Gen Harness P25-Removed FP3 K Hopkins Diode Pack P25-Removed FP3 K Hopkins Diode Pack P17-Removed D38 UScane Light Control Power) to P17 FB-2 P17-Labeled CB_AS2 as spare (No NTC power now) | Q |
| 0.22 | 11/18/20 | MRJ | M | 16,17, 27 | P16 – Added D2K-61, D4R-52, D4J-51, D4F-53, D4F-52, D4H-51, D4F-51 P17 – Added D0H-1A, D4R-02, D4I-01, D2K-1, D4H-01, D4I-05, DF-4-01 P17 – Added D0H-1A, D4R-02, D4I-01, D2K-1, D4K-02, D4K-02, D4K-04, D2K-04, D2K-04, D2K-04, D2K-04, D2K-04, D2K-04, D2K-0406 Fanl, D2K-1, D2K-04, | Q |
| 0.23 | 12/9/20 | MRJ | M | 15 | p15 – Added FU12 and Holder. p15 – Moved DQA-0 from battery to FU12 output. p16 – Added DQA-1 p175 – Added FU13 and Holder. p175 – Added PU13 and Holder. p175 – Added DQA-2 from battery to FU13 output. p176 – Added DQA-0 p177 – Added DQA-0 p | C |
| 0.24 | 7/29/21 | WSJ | M | 10 | P10-swapped K2 with K4 P11-Reordered HVAC control wiring to match P10 order | C |

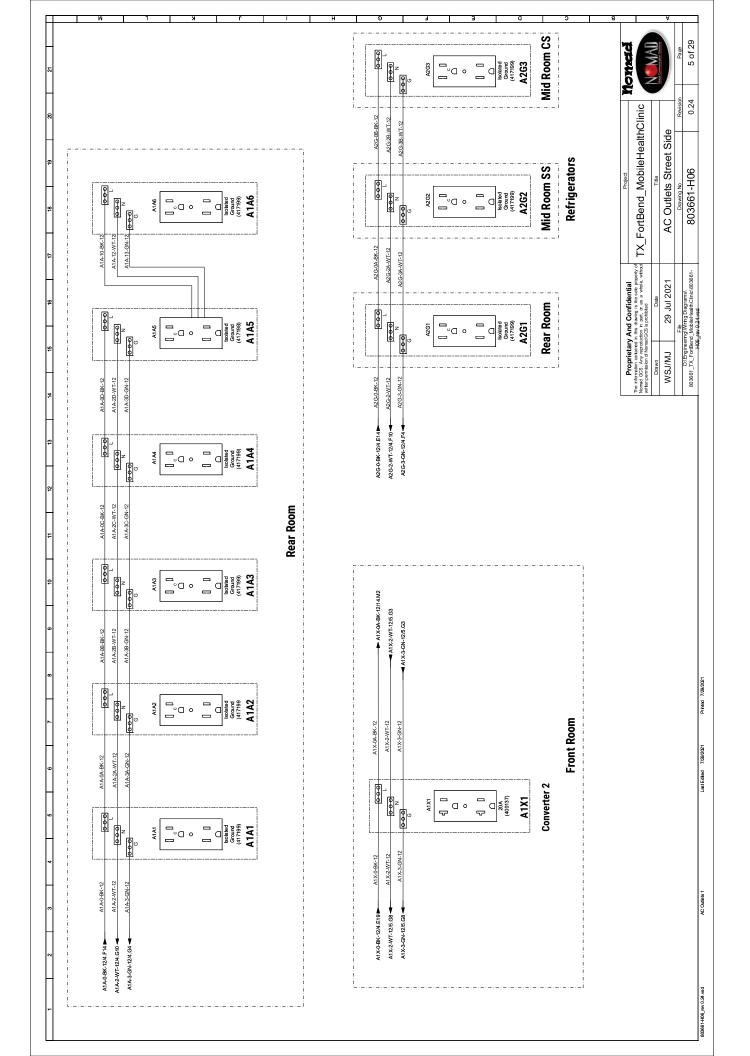
| Nomed CO | | | | Revision Page | 0.24 1 of 29 | |
|-------------|---|-------|-------------|---------------|---|--|
| Project | The information strained in the same; part of the same strained in the same; and same strained in the | Title | Notes | Drawing No | 803661-H06 | |
| 1-3-1-3-1-4 | Froprietary And Commenual materials and commenced in this dawing is the sole property of 3CS. Any reproduction in part, or as a whole, without emission of Normed GCS is prohibited. | Date | 29 Jul 2021 | File | O:\Engineering\Wiring Diagrams\ 803661_TX_FortBend_Mobile HealthClinic\803661- H06_rex_0.24.ved | |
| | Trophretary And Connic The information contained in this chawing ist Normad GCS. Any reproduction in part, or a writen permission of Normad GCS is prohibited | Drawn | WSJ/MJ | | O:\Engineer 803661_TX_FortBen Hos | |

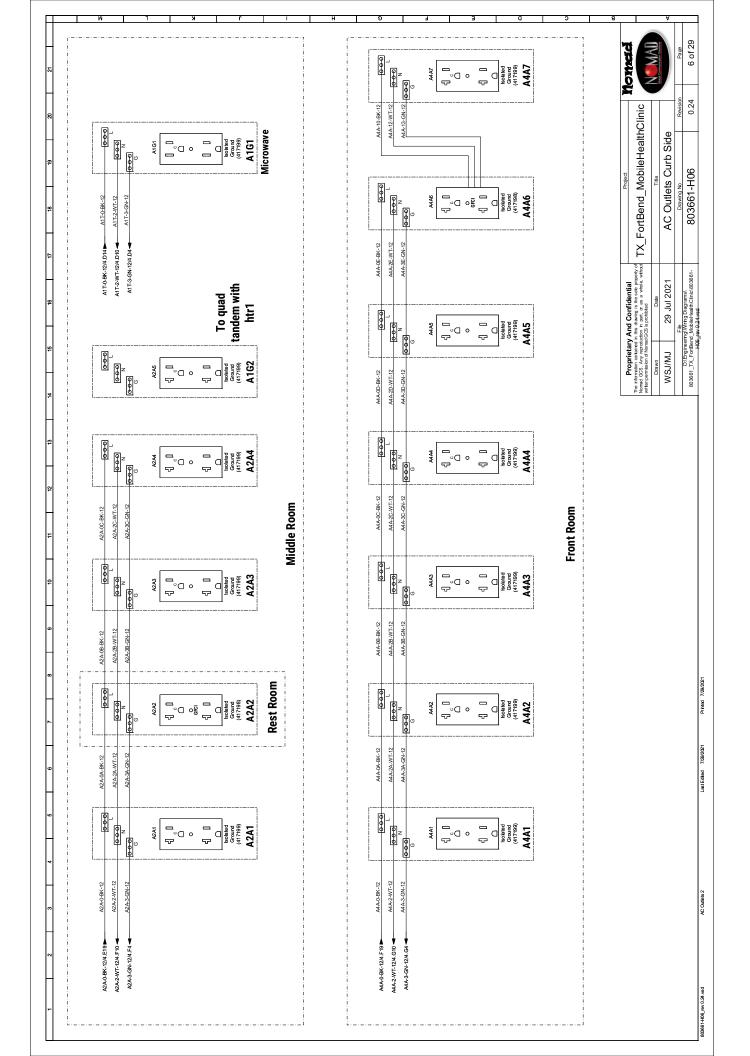
| 3 | COLOGICAL | |
|------|----------------------------------|------|
| Item | Title | Page |
| - | Notes | - |
| 7 | AC Supply | 7 |
| က | AC Generator | က |
| 4 | AC Distribution 1 | 4 |
| 2 | AC Outlets Street Side | 2 |
| 9 | AC Outlets Curb Side | 9 |
| 7 | AC Outlets Worksations | 7 |
| 8 | AC Outlets Exterior | 8 |
| 6 | HVAC | 6 |
| 10 | HVAC Control | 10 |
| 7 | AC Heaters | 11 |
| 12 | AC Auxillary Converter Chargring | 12 |
| 13 | AC Interior Lighting | 13 |
| 14 | AC/DC Awning | 14 |
| 15 | Batteries | 15 |
| 16 | DC Supply | 16 |
| 17 | DC Power Distribution | 17 |
| 4 | DC Back Up Camera | 18 |
| 19 | DC Leveling Legs | 19 |
| 20 | DC Gen Air Bag Compressor | 20 |
| 7 | DC Scene Lights | 21 |
| 22 | DC Courtsey Light | 22 |
| 23 | DC Compartment Lights | 23 |
| 24 | DC Wheelchair Lift | 24 |
| 25 | NTC Power | 25 |
| 56 | DOT Lights | 26 |
| 27 | Rest Room Plumbing / Vent Fan | 27 |
| 28 | Apendix A | 28 |
| 29 | BLANK | 59 |
| | | |

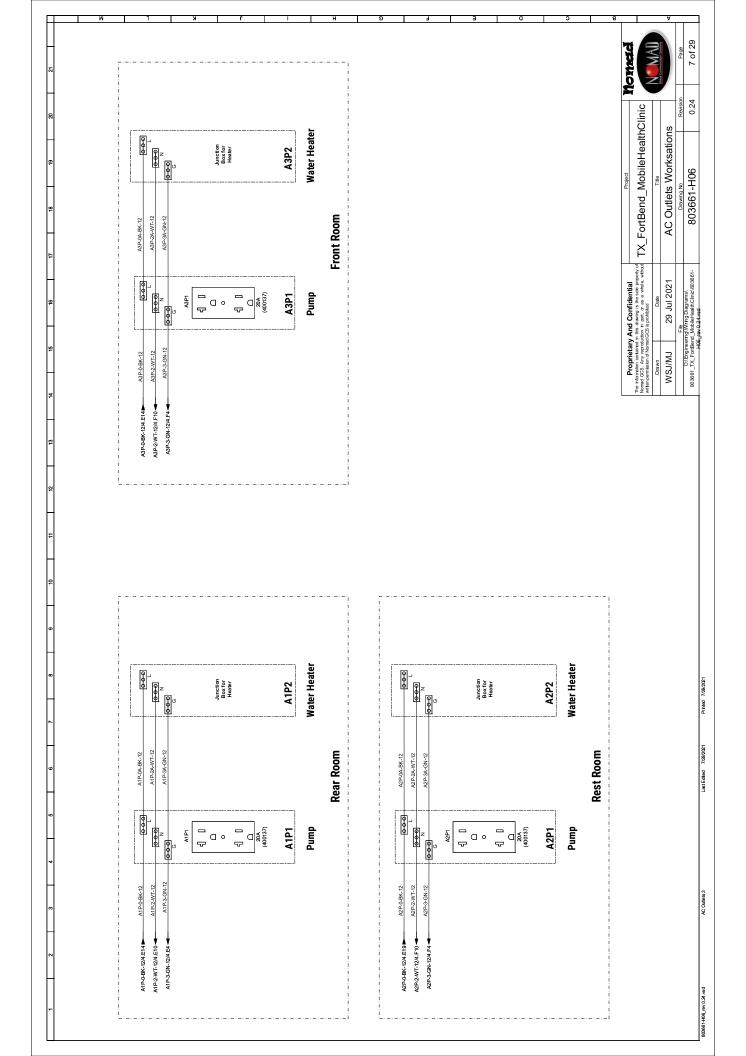


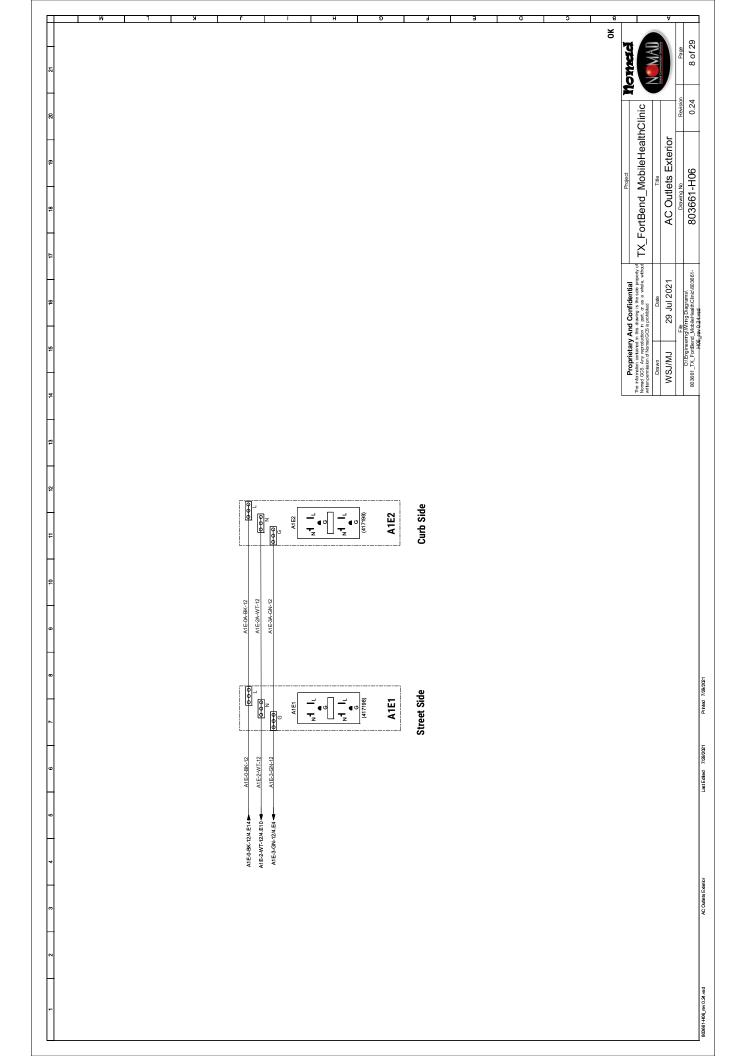


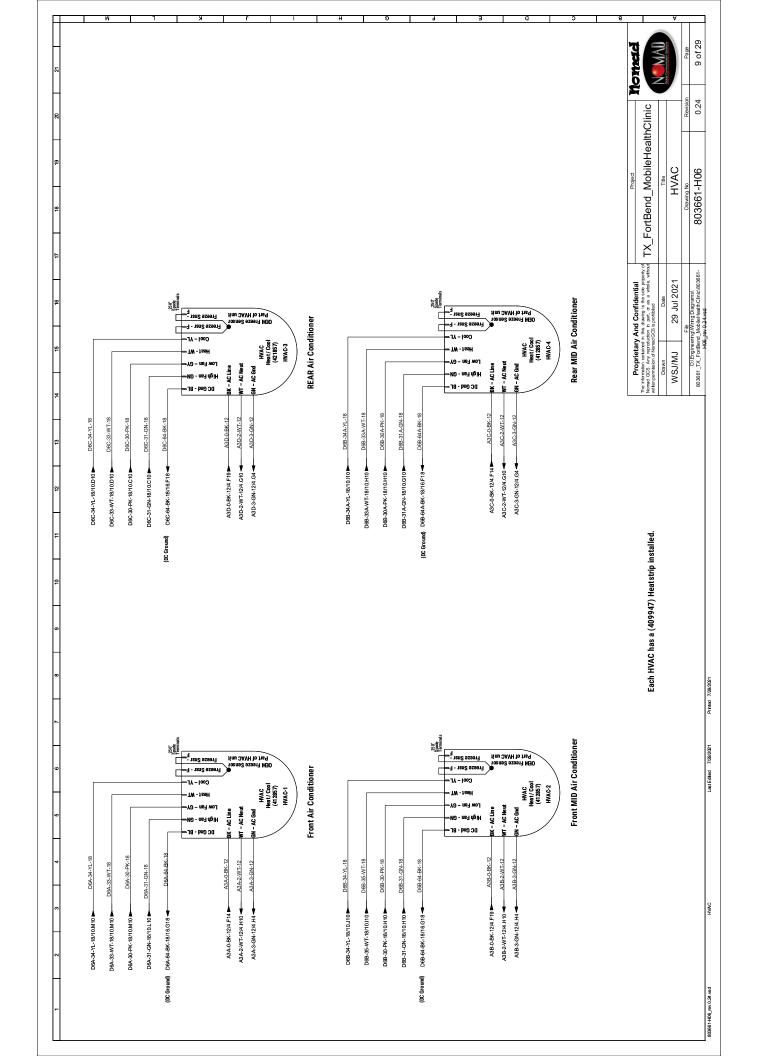


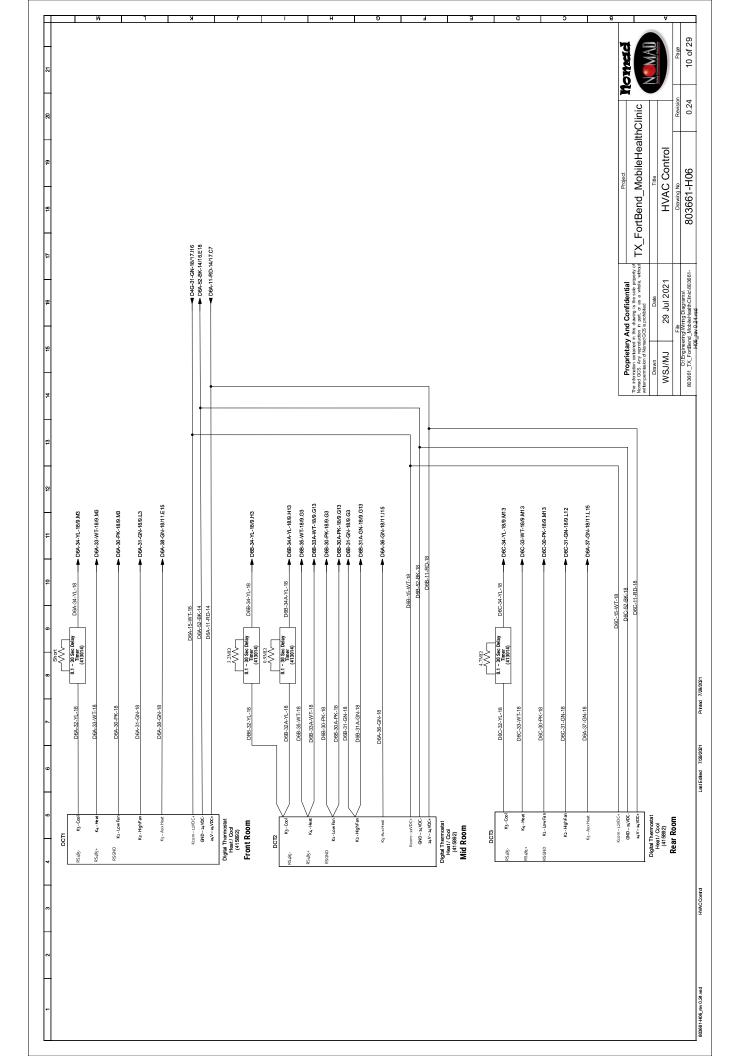


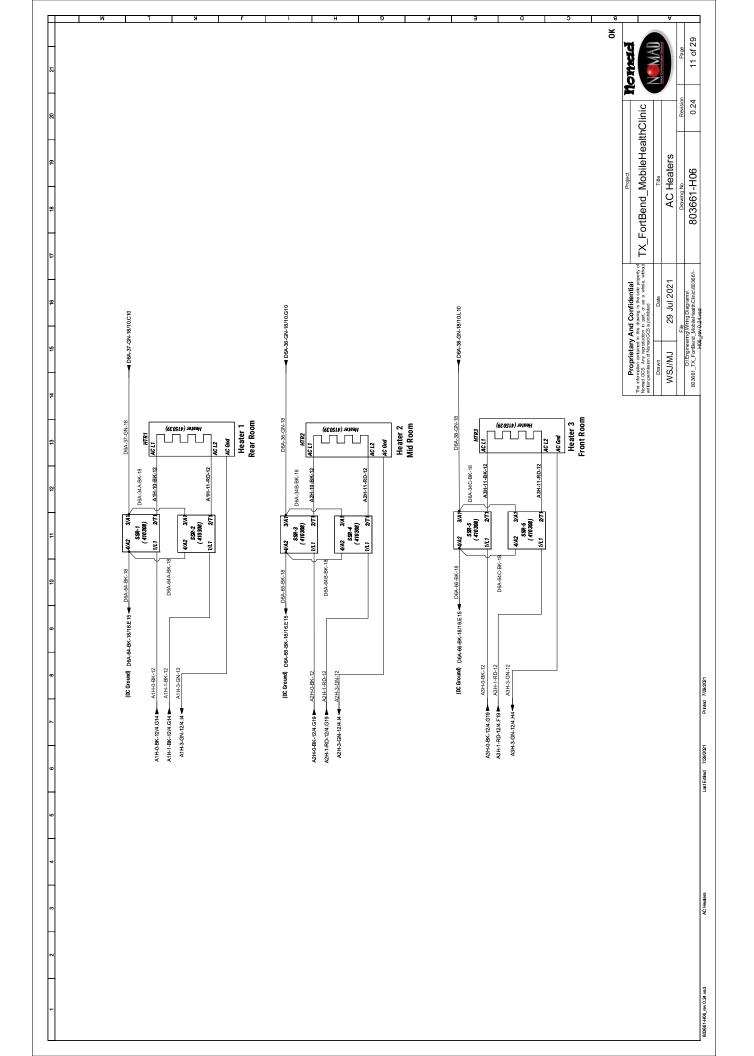


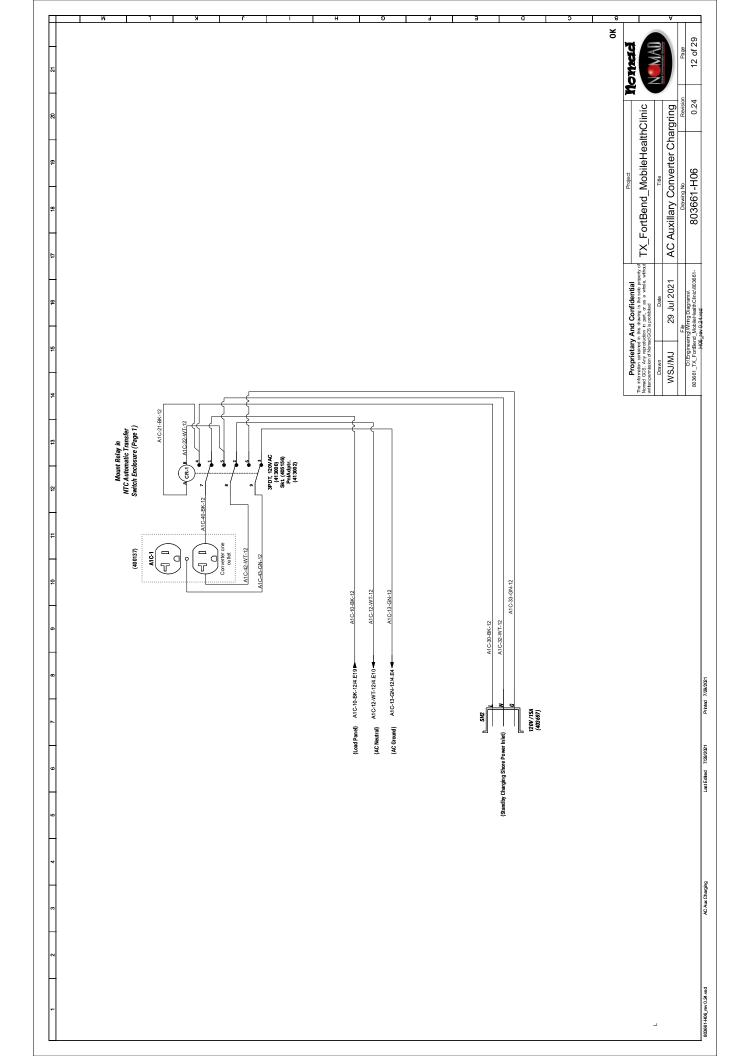


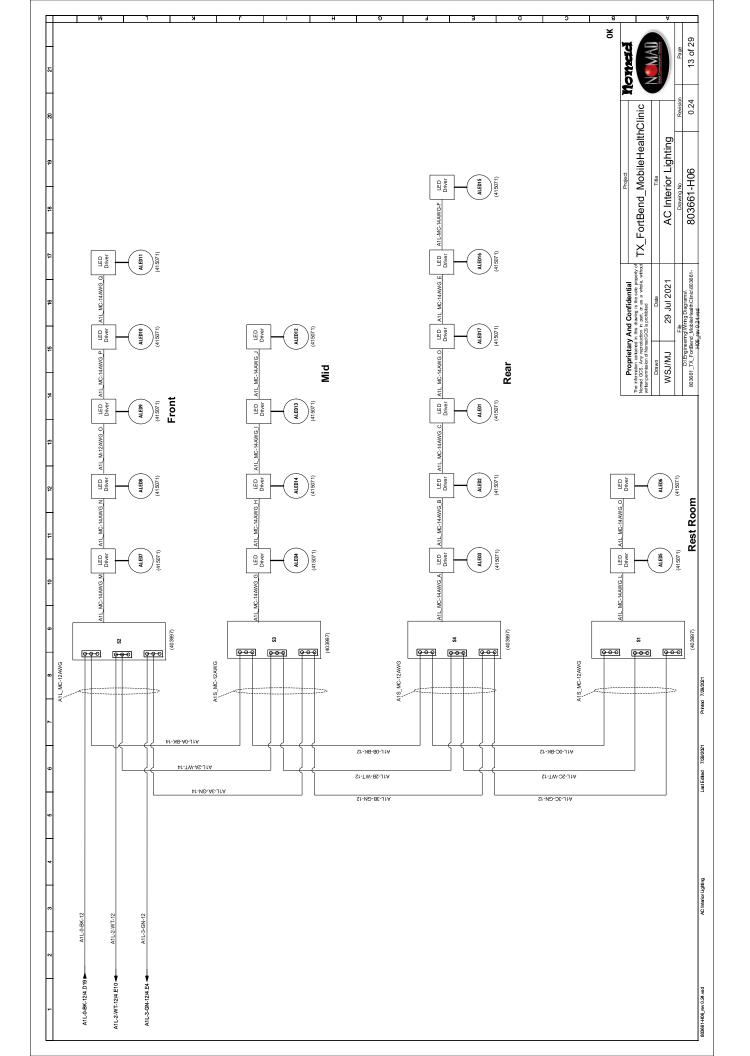


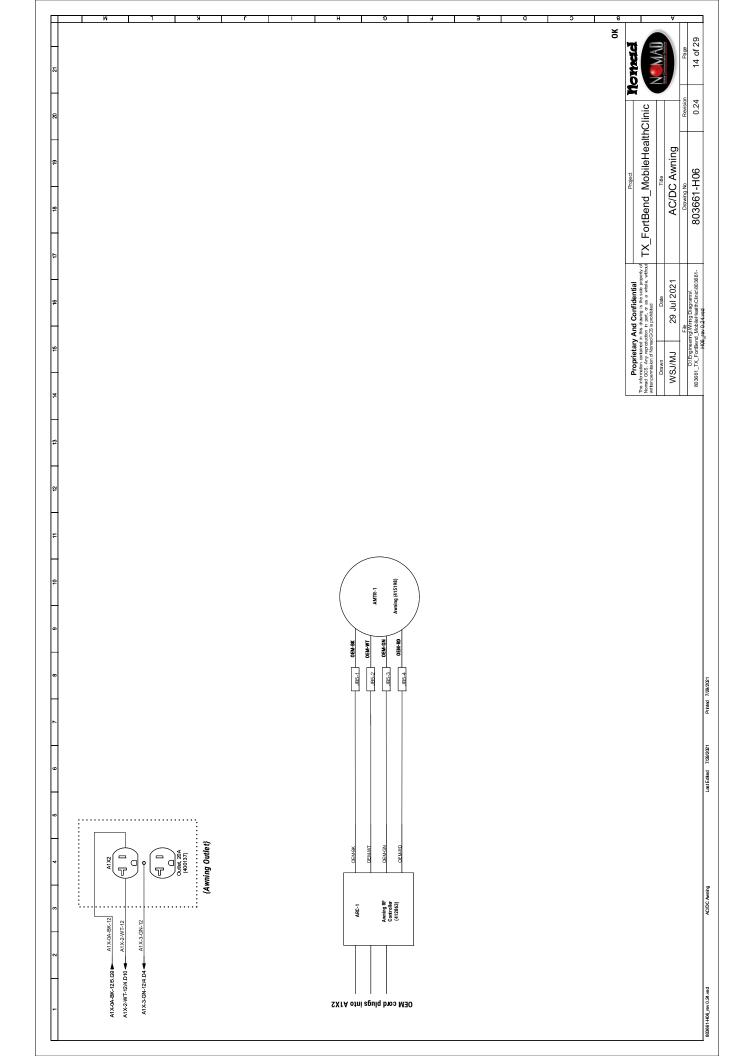


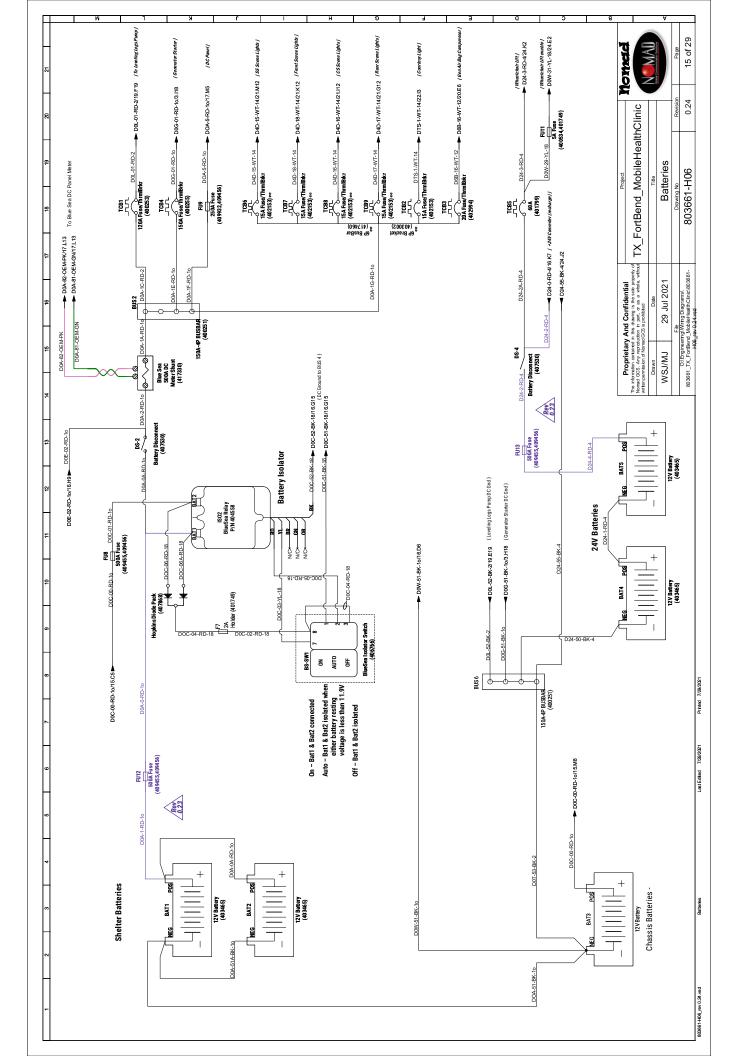


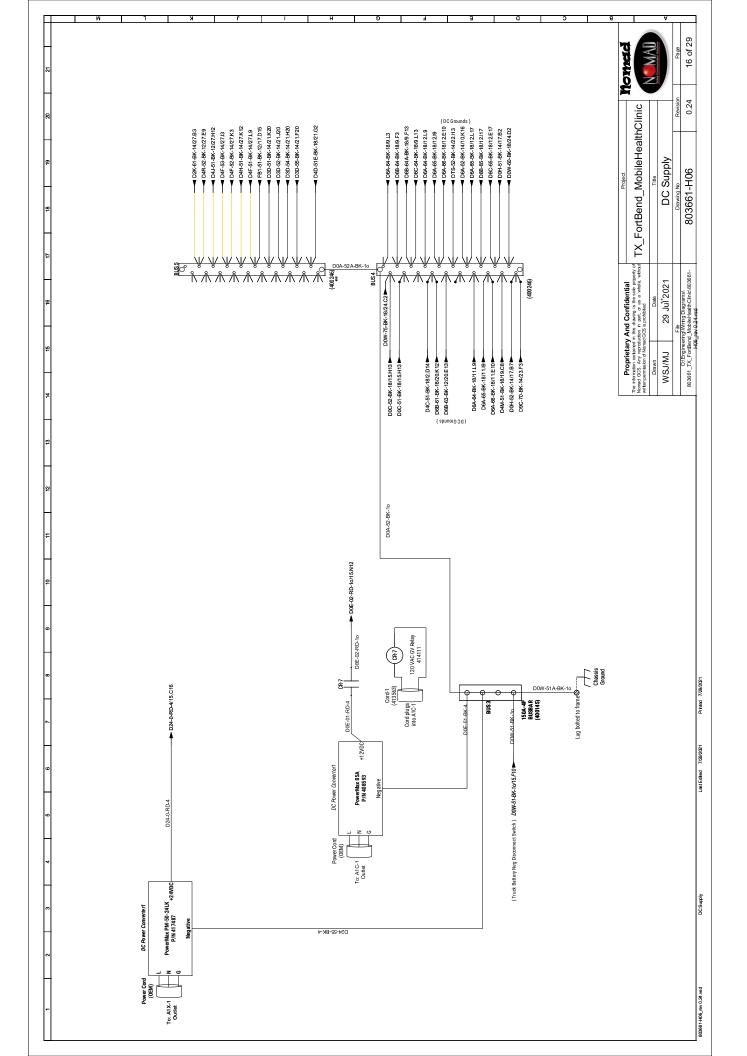


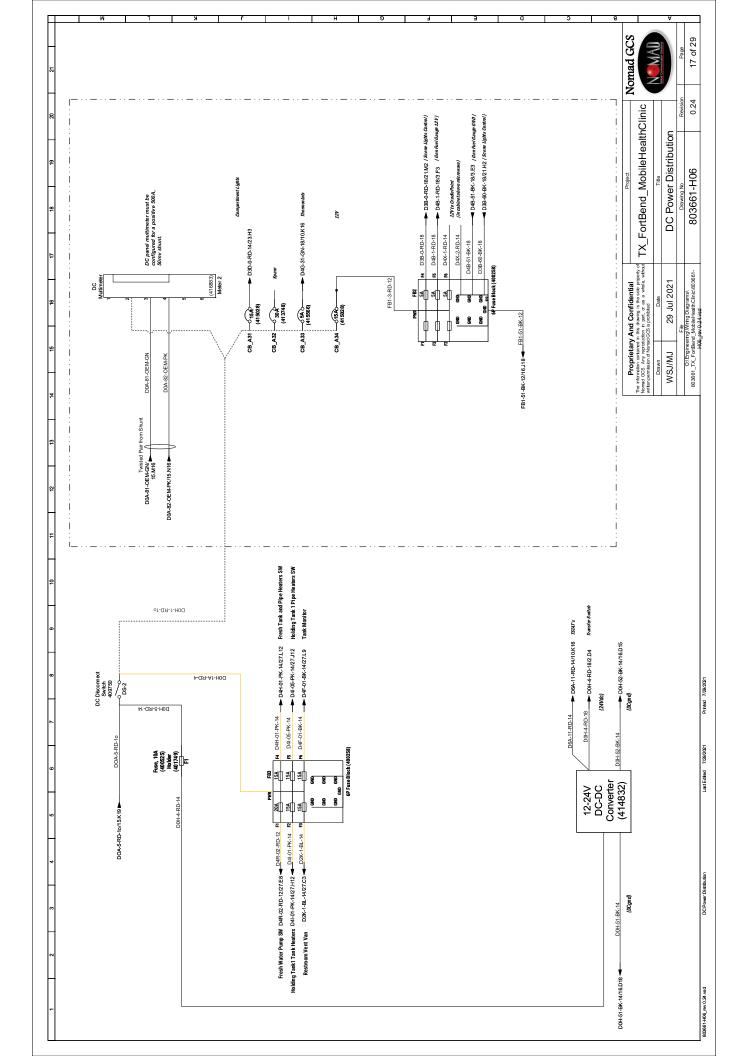


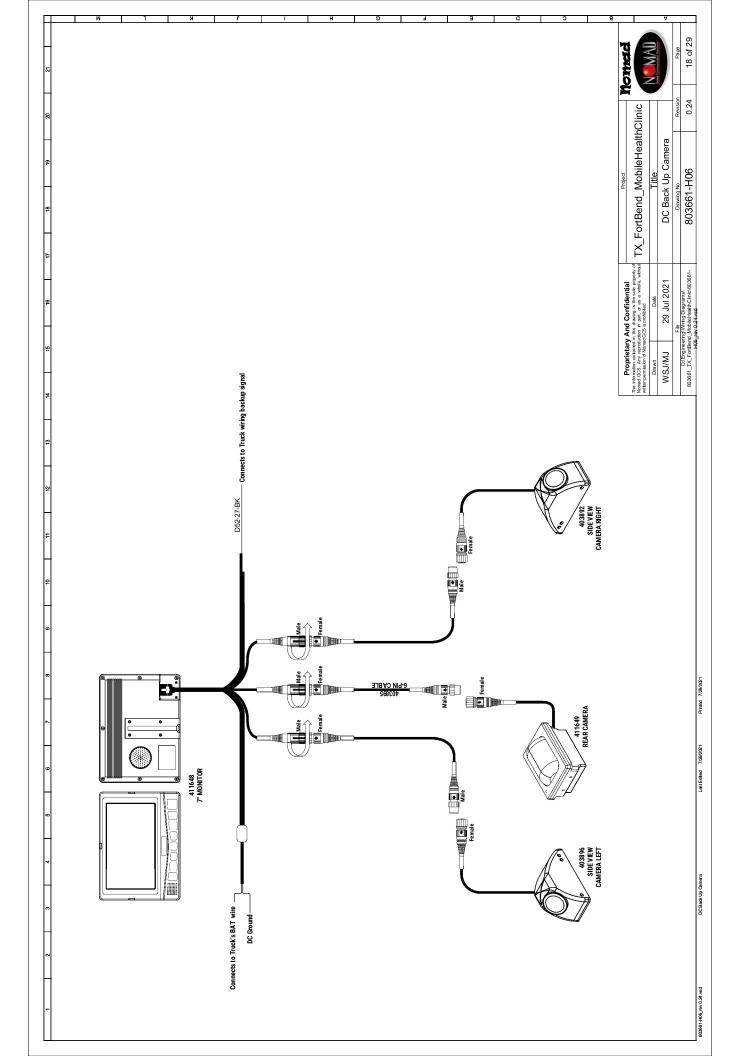


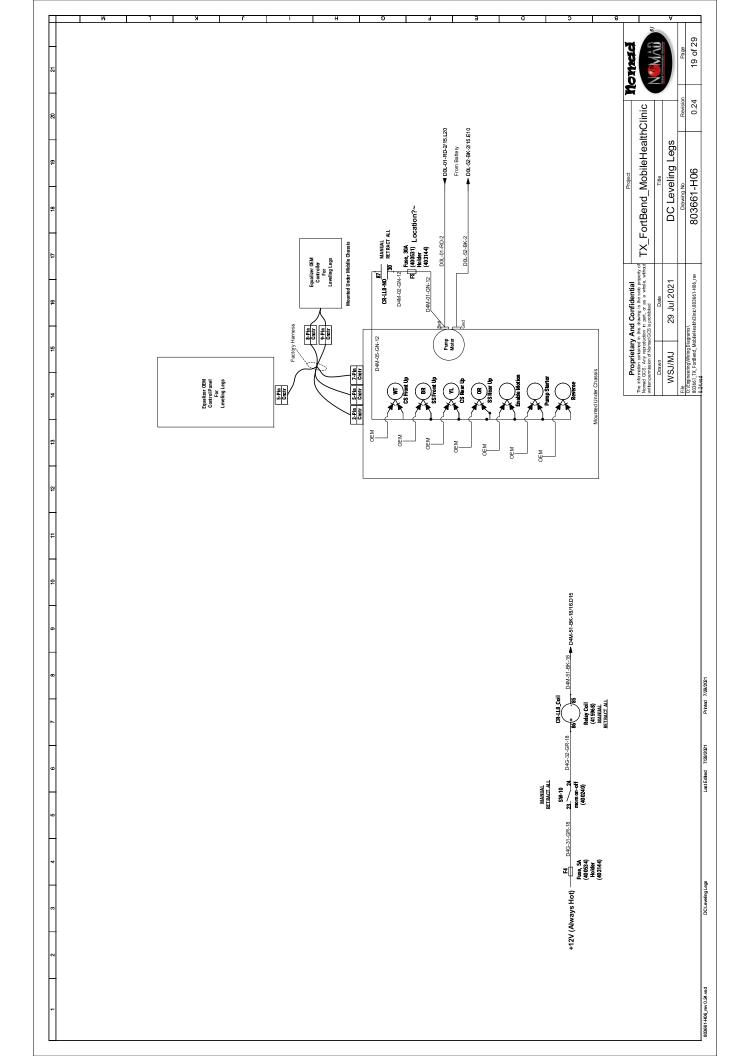


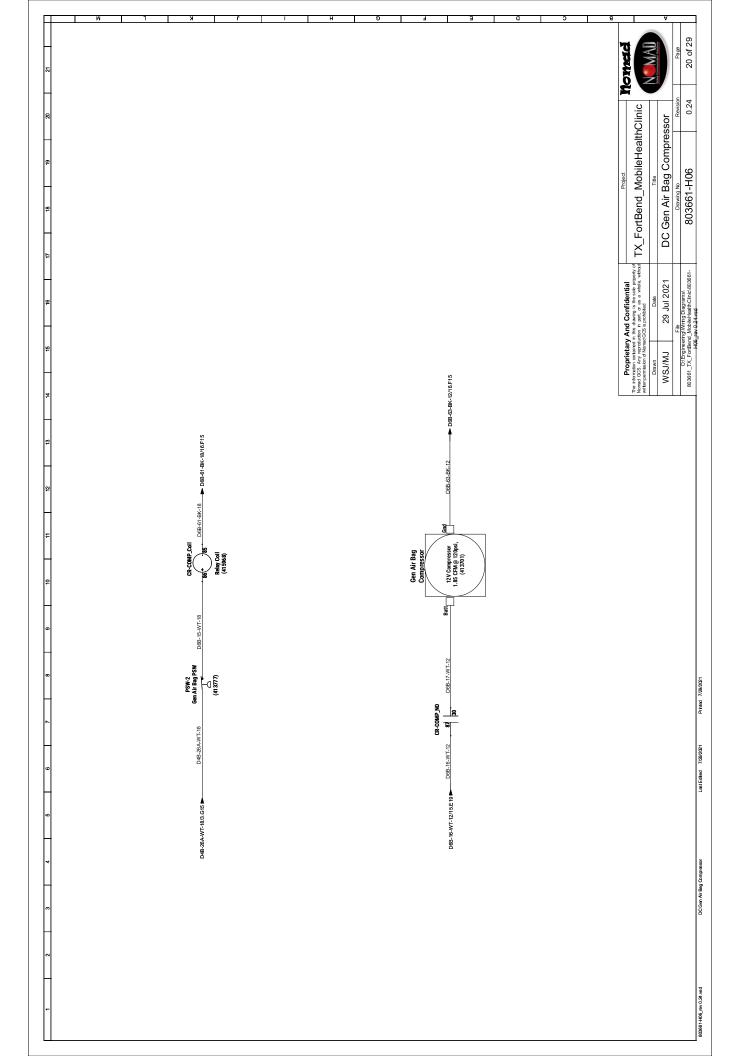


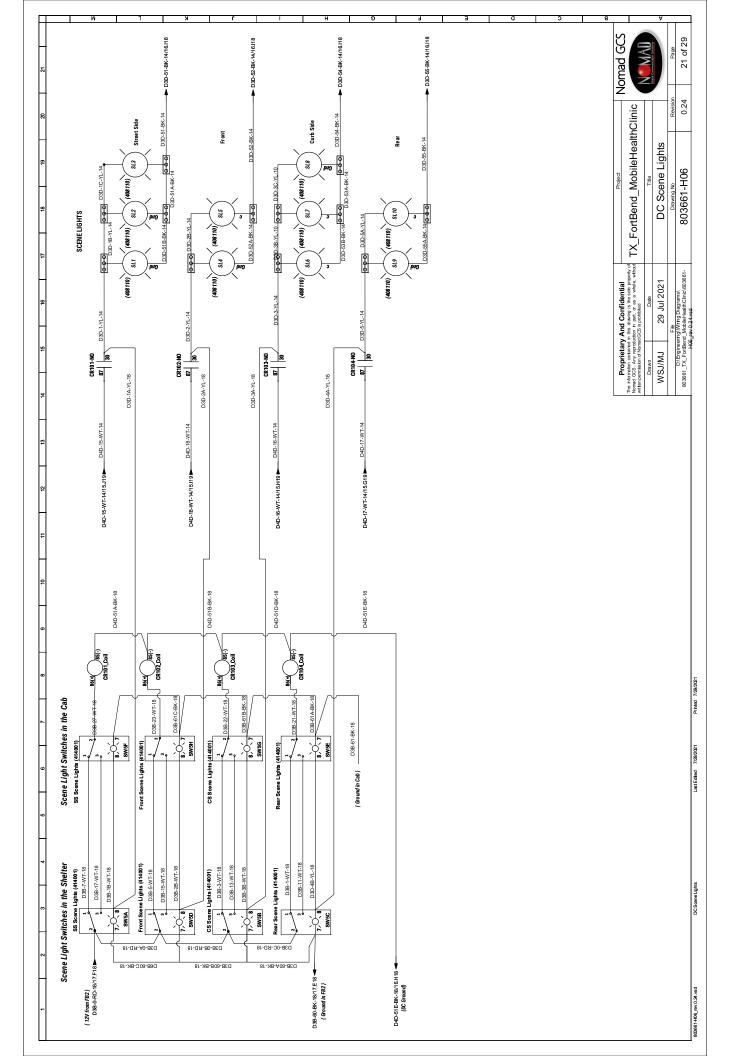


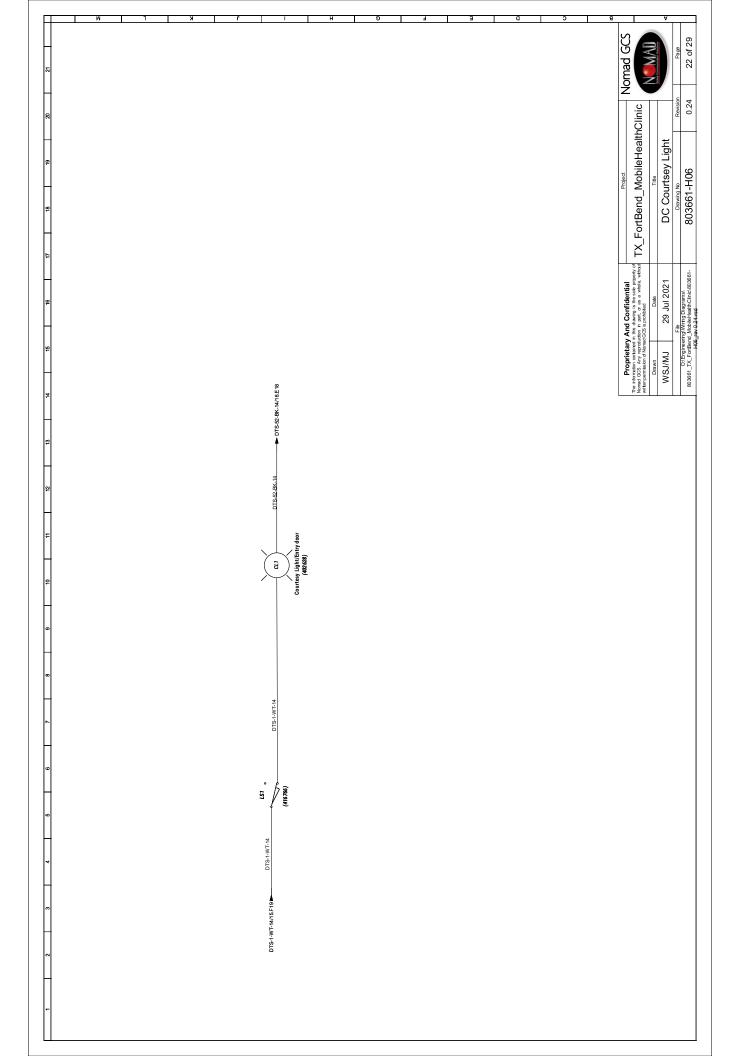


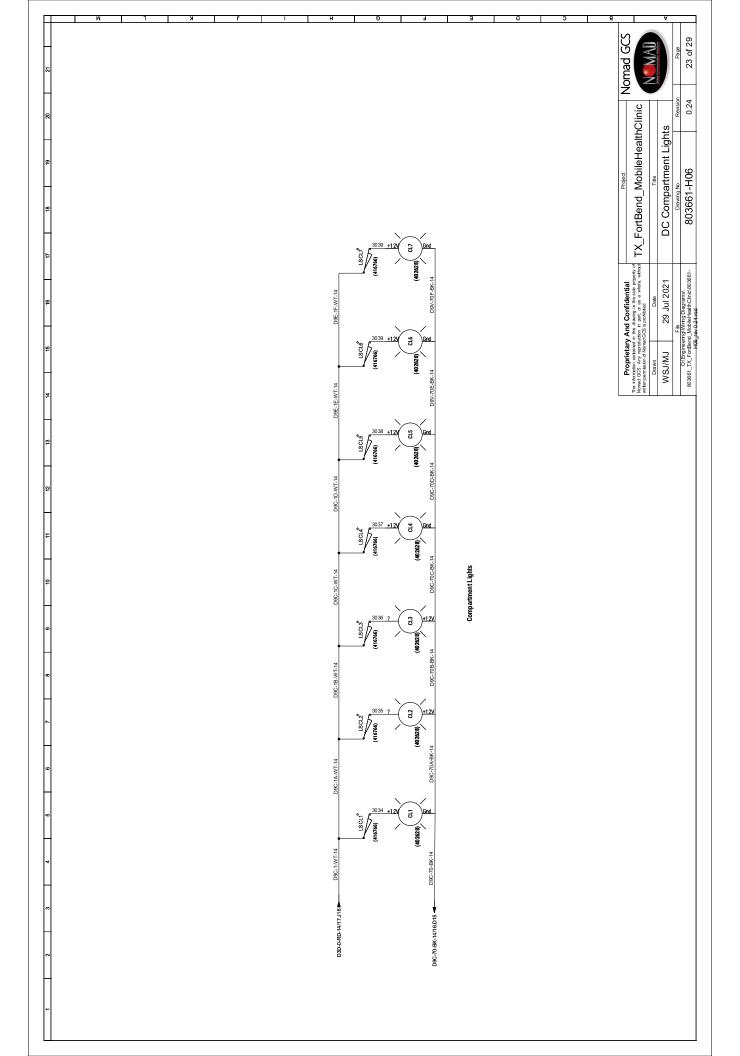


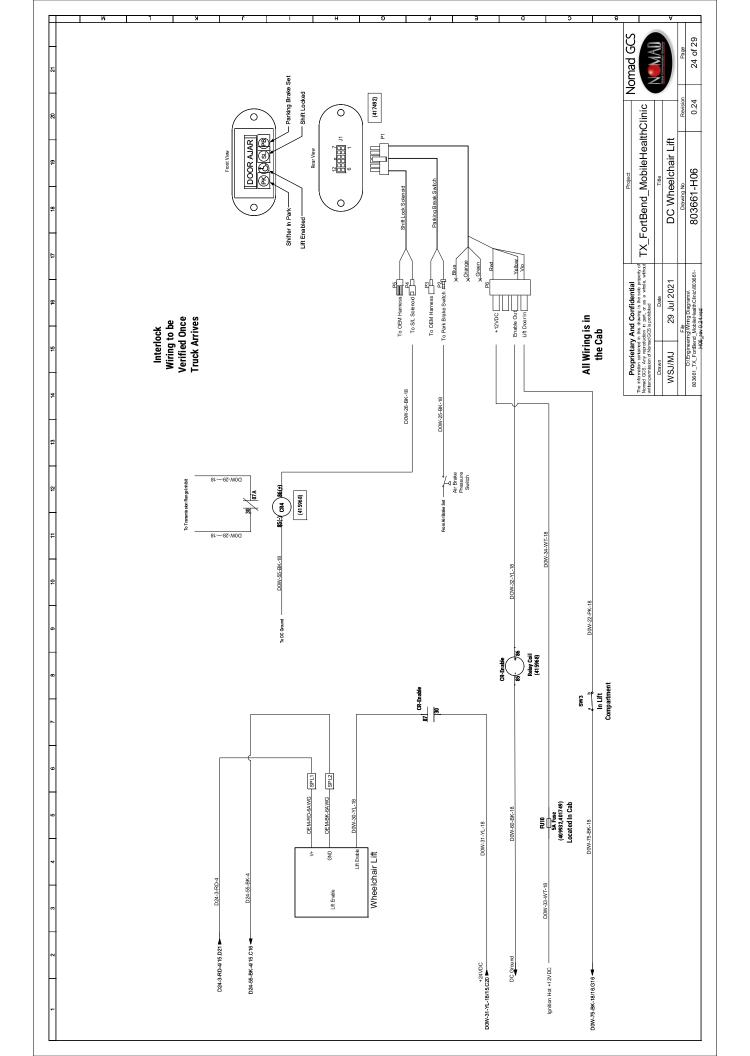


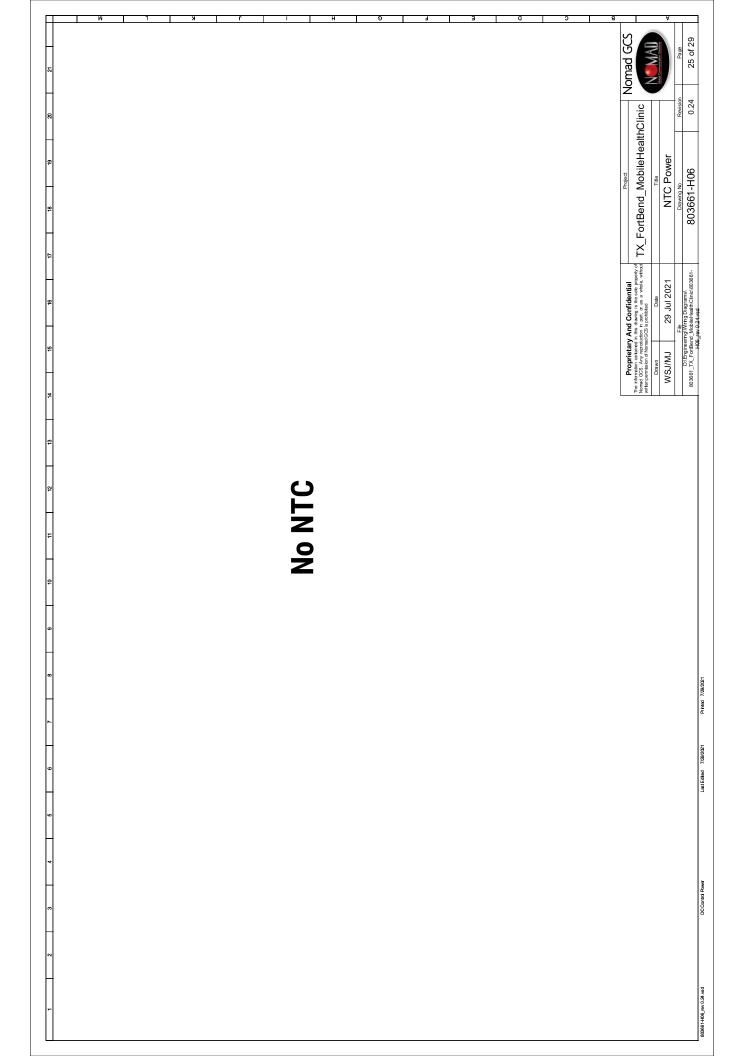


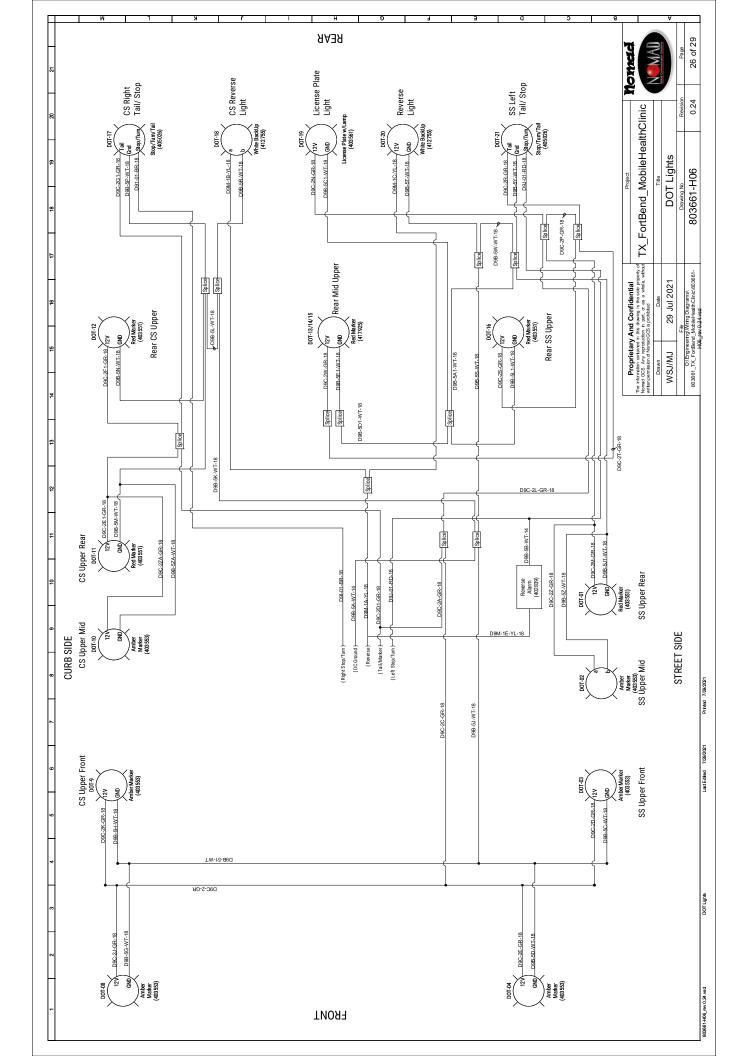


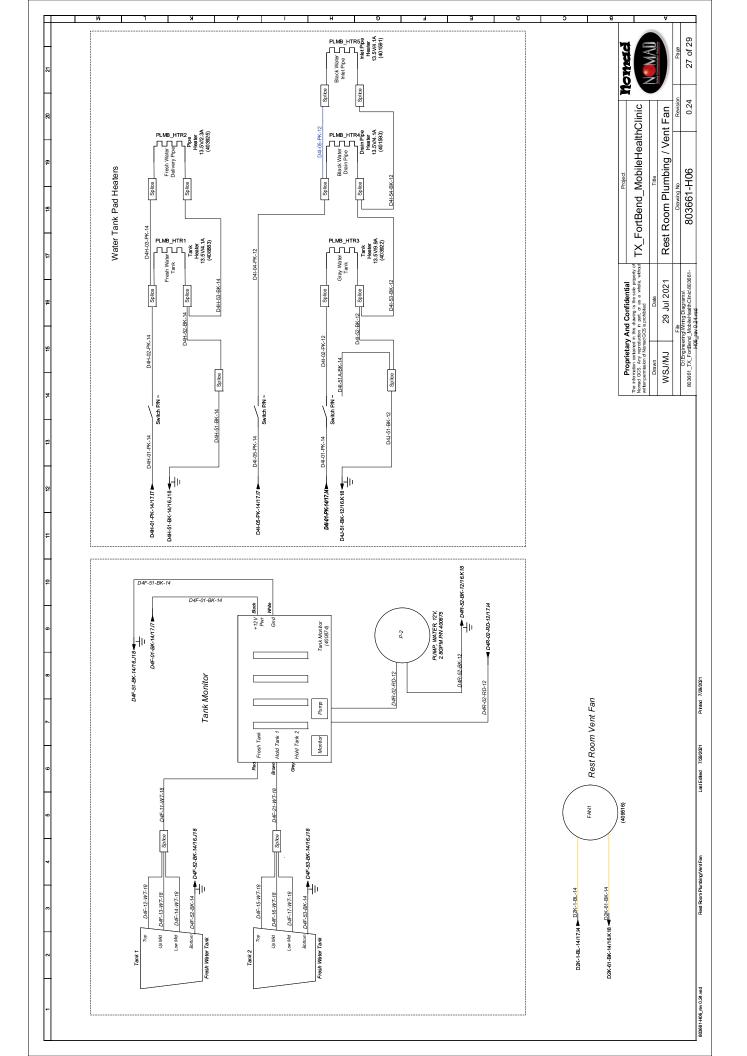


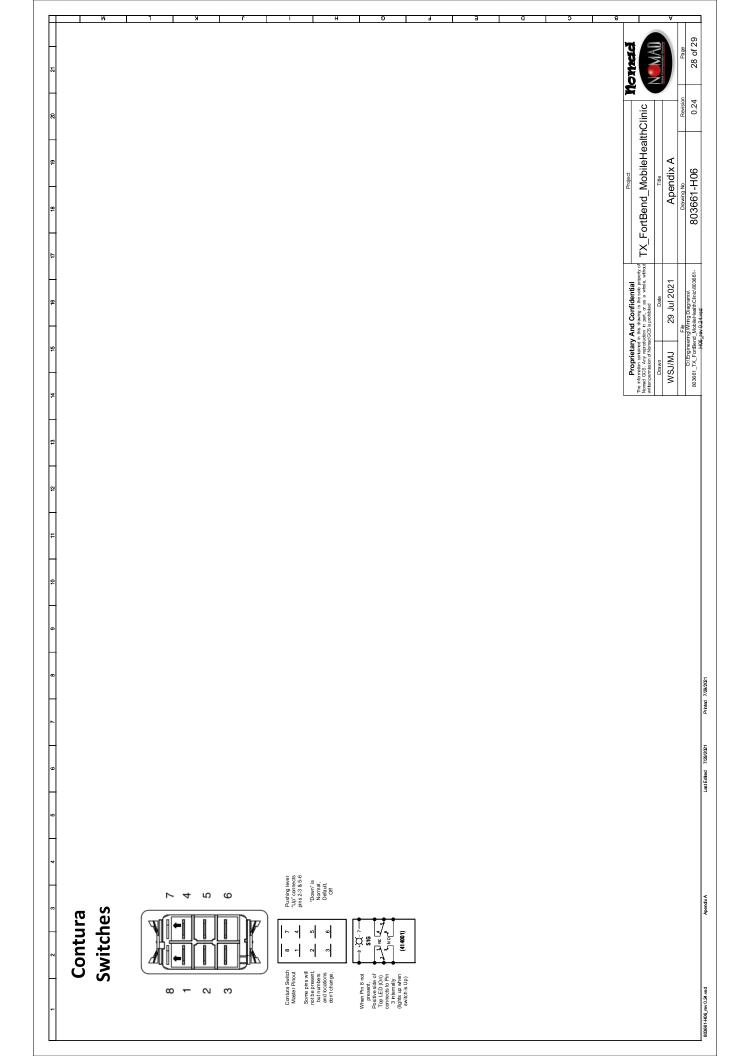












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